

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ULTIMATE ESCAPES HOLDINGS,
LLC, *et al.*,

Debtors.

Chapter 11

Case No. 10-12915 (BLS)

(Jointly Administered)

**CERTIFICATION OF COUNSEL SEEKING ENTRY OF
ORDER (A) APPROVING ASSET PURCHASE AGREEMENTS AND AUTHORIZING
THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS OUTSIDE THE
ORDINARY COURSE OF BUSINESS; (B) AUTHORIZING THE SALE OF ASSETS
FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES;
AND (C) GRANTING RELATED RELIEF**

I, Matthew L. Hinker, counsel to the above-captioned debtors and debtors in possession (the “**Debtors**”), hereby certify that:

1. On September 21, 2010, the Debtors filed the *Debtors’ Motion, Pursuant to Sections 105(a), 464(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014, and Local Rules 2002-1 and 6004-1, Requesting Entry of Order (A) Approving Asset Purchase Agreement and Authorizing the Sale of Substantially All of the Debtors’ Assets Outside the Ordinary Course of Business; (B) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Interests and Encumbrances; and (C) Granting Related Relief*. [Docket No. 14] (the “**Sale Motion**”).

2. On October 14, 2010, Frisco Investments, LLC filed the *Objection to Debtors’ Motion, Pursuant to Sections 105(a), 363(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6005, 6006 and 9014, the Local Rules 2002-1 and 6004-1, Requesting Entry of an Order (A) Approving Bid Procedures Relating to Sale of the Debtors’ Assets; (B) Scheduling a Hearing*

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion.

to Consider the Sale; (C) Approving the Form and Manner of Notice of Sale By Auction; (D) Establishing Procedures for Noticing and Determining Cure Amounts; and (E) Granted Related Relief [Docket No. 171].

3. On October 15, 2010, Trump International Hotel and Tower Condominium & Trump International Management Corporation (together, “**Trump**”) filed the *Limited Objection of Trump Hotel to the Debtors’ Motion Requesting Entry of an Order (A) Approving Asset Purchase Agreement and Authorizing the Sale of Substantially All of the Debtors’ Assets Outside the Ordinary Course of Business; (B) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Interests and Encumbrances; and (C) Granting Related Relief* [Docket No. 178].

4. On October 18, 2010, the Debtors conducted an auction (the “**Auction**”) which began at 10:00 a.m. and concluded at 9:45 p.m.

5. On October 18, 2010, Maricopa County filed the *Objection/Notice of Perfected Liens and Limited Objection to Motion to Allow Debtors’ Motion, Pursuant to Sections 105(A), 363(B) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014, and Local Rules 2002-1 and 6005-1, Requesting Entry of Order (A) Approving Asset Purchase Agreement and Authorizing the Sale of Substantially all of the Debtors’ Assets Outside the Ordinary Course of Business; (B) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Interests and Encumbrances; and (C) Granted Related Relief* [Docket No. 357].

6. Also on October 18, 2010, Kent Bream filed the *Response Regarding Debtors’ Motion, Pursuant to Sections 105(a), 363(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014, and Local Rules 2002-1 and 6004-1, Requesting Entry of Order: (A) Approving Bid Procedures Relating to Sale of the Debtors’ Assets; (B) Scheduling a Hearing to Consider the Sale; (C) Approving the Form and Manner of Notice of Sale by Auction; (D)*

Establishing Procedures for Noticing and Determining Cure Amounts; and (E) Granting Related Relief [Docket No. 363].

7. On October 19, 2010, Beaver Creek Lodge Condominium Association filed the *Objection to Sale, and to Good Faith Sale, and Request for Late Objection to be Heard by Telephone* [Docket No. 360].

8. On October 20, 2010, Teton Mountain Lodge Property Management Company, LLC filed the *Objection to Notice of Proposed Sale and Proposed Sale* [Docket No. 372].

9. On October 20, 2010, the Debtors' filed the *Reply to Objections to Motion Pursuant to Sections 105(a), 363(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014, and Local Rules 2002-1 and 6004-1, Requesting Entry of Order (A) Approving Asset Purchase Agreement and Authorizing the Sale of Substantially All of the Debtors' Assets Outside the Ordinary Course of Business; (B) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Interests and Encumbrances; and (C) Granting Related Relief* [Docket No. 370].

10. On October 20, 2010, the Court held a hearing to consider the Sale Motion and any responses or objections filed thereto. At the October 20, 2010 hearing, counsel to the Debtors announce a resolution of the pending objections to the Sale Motion on the record, which resolution is embodied in the proposed form of order attached hereto.

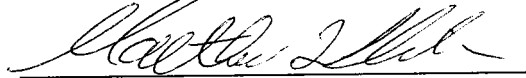
11. The proposed form of order attached hereto has been circulated for review among counsel for the Debtors, counsel for CapitalSource, counsel to each Buyer, counsel for all parties who filed an objection to the Sale Motion, the Office of the United State Trustee, and counsel for the Official Committee of Unsecured Creditors. Attached hereto as **Exhibit A** is the proposed form of order granting the Sale Motion (the "**Order**"). The Order reflects and incorporates

comments from each party. The only party who objects to the Order is Trump and CapitalSource and the Debtors believe that all of Trump's rights are preserved by paragraph 36 of the Order. A blackline reflecting the changes from the original form of order filed with the Sale Motion is attached hereto as **Exhibit B**.

12. The Debtors respectfully request that the Court enter the proposed Order at its earliest convenience. Counsel is available should the Court have any questions or concerns with respect to the foregoing.

Dated: October 21, 2010

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EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ULTIMATE ESCAPES HOLDINGS,
LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 10-12915 (BJS)

(Jointly Administered)

**ORDER (A) APPROVING ASSET PURCHASE AGREEMENTS AND
AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS'
ASSETS OUTSIDE THE ORDINARY COURSE OF BUSINESS; (B) AUTHORIZING
THE SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,
INTERESTS AND ENCUMBRANCES; AND (C) GRANTING RELATED RELIEF**

THIS MATTER came before the Court on the motion, dated September 20, 2010 (the “**Sale Motion**”), of above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) pursuant to sections 105(a) and 363(b) of title 11 of the United States Code §§ 101-1532 (the “**Bankruptcy Code**”), Rules 2002, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Local Rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”) requesting entry of an order (A) approving that certain Asset Purchase Agreement (the “**Original Purchase Agreement**”) entered into by and between the Debtors and CapitalSource Finance LLC, as administrative agent and a collateral agent, and CapitalSource Bahamas LLC, as a collateral agent, for the benefit of CapitalSource Bank, as lender, or any of their respective designees (collectively, “**CapitalSource**”); (B) approving the sale (individually a “**Sale**” and collectively, the “**Sales**”) of substantially all of the Debtors’

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, is attached hereto as Schedule “1”.

assets to be acquired in accordance with the Sale outside the ordinary course of business and free and clear of all liens, claims, encumbrances and other “interests” within the meaning of 11 U.S.C. § 363(f) of the Bankruptcy Code (collectively, the “**Encumbrances**”), and subject to higher or better bids; and (C) granting related relief; and this Court having entered an order dated October 8, 2010 (the “**Bid Procedures Order**”) [Docket No. 133] (A) approving the Bid Procedures² including the Expenses Reimbursement, (ii) scheduling the Sale Hearing, (iii) approving the form and manner of notice of the Auction, and (iv) granting related relief.

Specifically, the Debtors seek approval of the terms of four (4) proposed sales which, in the aggregate, relate to substantially all of the assets of the Debtors’ (collectively, the “**Acquired Assets**”) as set forth in the following Asset Purchase Agreements:

1. Second Amended and Restated Asset Purchase Agreement dated as of October 21, 2010 by and among CapitalSource and the Debtors, a true and correct copy which is attached hereto as Exhibit A-1 and incorporated by reference herein (the “**CapitalSource APA**”);

2. Asset Purchase Agreement dated as of October 19, 2010 by and among Laurence Development LP, an Ontario limited partnership, or any of its designees (“**Laurence**”) and the Debtors, a true and correct copy which is

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Debtors’ Motion, Pursuant to Sections 105(a), 363(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014, and Local Rules 2002-1 and 6004-1, Requesting Entry of Order: (A) Approving Bid Procedures Relating to Sale of the Debtors’ Assets; (B) Scheduling a Hearing to Consider the Sale; (C) Approving the Form and Manner of Notice of Sale by Auction; (D) Establishing Procedures for Noticing and Determining Cure Amounts; and (E) Granting Related Relief (the “**Bid Procedures Motion**”) and the Order: (A) Approving Bid Procedures Relating to Sale of the Debtors’ Assets; (B) Scheduling a Hearing to Consider the Sale; (C) Approving the Form and Manner of Notice of Sale by Auction; (D) Establishing Procedures for Noticing and Determining Cure Amounts; and (E) Granting Related Relief (the “**Bid Procedures Order**”), as applicable [Docket Nos. 8 and 133].

attached hereto as Exhibit A-2 and incorporated by reference herein (the “**Laurence APA**”);

3. Asset Purchase Agreement dated as of October 19, 2010 by and among The McFadden Family Trust (the “**Trust**”), dated as of October 17, 2003, and Timothy P. McFadden, in his capacity as trustee of the Trust (“**McFadden**”) and the Debtors, a true and correct copy which is attached hereto as Exhibit A-3 and incorporated by reference herein (the “**McFadden APA**”);

4. Asset Purchase Agreement dated as of October 19, 2010 by and among Dean Factor (“**Factor**” and, together with the CapitalSource, Laurence and McFadden, each a “**Buyer**” and collectively, the “**Buyers**”) and the Debtors, a true and correct copy which is attached hereto as Exhibit A-4 and incorporated by reference herein (the “**Factor APA**” and, together with the CapitalSource APA, the Laurence APA and the McFadden APA, each a “**Purchase Agreement**” and collectively, the “**Purchase Agreements**”).

The Court having established the date of the Sale Hearing; and the Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334; and consideration of the Sale Motion, the relief requested therein, and the responses thereto, if any, being a core proceeding in accordance with 28 U.S.C. § 157(b); and the appearance of all interested parties and all responses and objections, if any, to the Sale Motion having been duly noted in the record of the Sale Hearing and either withdrawn, resolved or overruled; and upon the record of the Sale Hearing, and all other pleadings and proceedings in this case, including the Sale Motion; and it appearing that the relief requested in the Sale Motion

is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY FOUND, DETERMINED AND CONCLUDED THAT:³

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Court has jurisdiction over this matter and over the property of the Debtors, including the Acquired Assets to be sold, transferred or conveyed pursuant to the Purchase Agreements, and their respective estates pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The statutory predicates for the authorizations herein are (i) sections 105(a) and 363(b) of the Bankruptcy Code, (ii) Rules 2002, 6004 and 9014 of the Bankruptcy Rules, and (iii) Local Rules 2002-1 and 6004-1 of the Local Rules.

E. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure as made applicable by Rule 7054 of the Federal Rules of Bankruptcy Procedure, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

³ All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith.

F. On September 20, 2010 (the “**Petition Date**”), the Debtors filed voluntary petitions for reorganization under Chapter 11 of the Bankruptcy Code. The Debtors have continued in possession of their properties and are operating and managing their business as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

G. As evidenced by the affidavits of service filed with the Court, proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, and the Sale Hearing have been provided in accordance with sections 102(1) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007, 9008 and 9014, the Local Rules of this Court, the procedural due process requirements of the United States Constitution, and in compliance with the Bid Procedures Order. Such notice was good and sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Motion, the Auction, the Sale Hearing or of the entry of this Order is necessary or shall be required. Such notice was good and sufficient and appropriate under these particular circumstances.

H. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities, including, without limitation: (i) all entities that claim any interest in or lien upon the Acquired Assets; (ii) all governmental taxing authorities that have, or as a result of the sale of the Acquired Assets may have, claims, contingent or otherwise, against the Debtors; (iii) all parties that filed requests for notices under Bankruptcy Rule 9010(b) or were entitled to notice under Bankruptcy Rule 2002; (iv) all known creditors (whether liquidated, contingent or unmatured) of the Debtors; (v) all taxing authorities in the jurisdiction in which the Debtors operate (vi) all interested governmental, pension and environmental entities known by the Debtors to assert jurisdiction over the Debtors and to have an interest in the proposed Sale; (vii) the Office of the United States Trustee; (viii) the Official

Committee of Unsecured Creditors appointed in these cases; (ix) counsel to the Debtors' pre- and post- petition secured lenders; and (x) entities known by the Debtors with an interest in purchasing the Acquired Assets. Other parties interested in bidding on the Acquired Assets were provided, upon request, sufficient information to make an informed judgment on whether to bid on the Acquired Assets.

I. The Debtors have demonstrated a sufficient basis and the existence of exigent circumstances for them to enter into the Purchase Agreements and sell the Acquired Assets under section 363 of the Bankruptcy Code to the Buyers named therein, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates and their creditors.

J. The Bid Procedures set forth in the Bid Procedures Order were non-collusive, substantively and procedurally fair to all parties, and were the result of arms length negotiations between the Debtors and CapitalSource, as stalking horse bidder.

K. The Debtors and their professionals have complied, in good faith, in all respects, with the Bid Procedures Order. As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing through marketing efforts and a competitive sale process conducted in accordance with the Bid Procedures Order, the Debtors (i) afforded interested potential buyers a full, fair and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the Acquired Assets, and (ii) provided potential buyers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Acquired Assets.

L. The Bid Procedures obtained the highest value for the Acquired Assets for the Debtors and their estates.

M. The offer of the Buyers, upon the terms and conditions set forth in their respective Purchase Agreements, including the form and total consideration to be realized by the Debtors pursuant to the Purchase Agreements, individually and in the aggregate, (i) is the highest and best offer received by the Debtors; (ii) is fair and reasonable; (iii) is in the best interests of the Debtors' creditors and estates; (iv) constitutes full and adequate consideration and reasonably equivalent value for the Acquired Assets under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act and the Uniform Fraudulent Transfer Act; and (v) will provide a greater recovery for the Debtors' creditors and other interested parties than would be provided by any other practically available alternative.

N. None of the Buyers is an "insider" or "affiliate" of the Debtors as those terms are defined in the Bankruptcy Code. Each Buyer is a Buyer in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protections of sections 363(m) and (n) of the Bankruptcy Code with respect to all of the Acquired Assets. Each of the Purchase Agreements were negotiated and entered into in good faith, based upon arm's length bargaining, and without collusion or fraud of any kind. Neither the Debtors nor any Buyer has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of or implicate section 363(n) of the Bankruptcy Code to the Purchase Agreements or to the consummation of the Sale transaction and transfer of the Acquired Assets to the Buyers. Each Buyer is entitled to all the protections and immunities of section 363(m) of the Bankruptcy Code.

O. The Debtors have full corporate power and authority to execute the Purchase Agreements and all other documents contemplated thereby, and the sale of the Acquired Assets has been duly and validly authorized by all necessary corporate authority by the Debtors to

consummate the transactions contemplated by the Purchase Agreements. No consents or approvals, other than as may be expressly provided for in the Purchase Agreements, are required by the Debtors to consummate such transactions.

P. The Debtors are the sole and lawful owners of the Acquired Assets, and hold good title thereto. The consummation of the Sales pursuant to the Purchase Agreements will be a legal, valid and effective Sales of the Acquired Assets and will vest each Buyer (and its designees or assignees, as applicable) with all right, title, and interest of the Debtors and their bankruptcy estates in and to the Acquired Assets purchased under each Purchase Agreement free and clear of all Encumbrances, including any such Encumbrances (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of Debtor's, Debtor's estates or Buyer's interest in the Acquired Assets, or any similar rights, or (ii) relating to taxes or any other liabilities, arising under or out of, in connection with, or in any way relating to, the Acquired Assets, Debtor's, Debtor's estate, or their respective operations or activities prior to the Closing Date.

Q. The Debtors have advanced sound business reasons for seeking to enter into the Purchase Agreements and to sell the Acquired Assets, as more fully set forth in the Sale Motion and as demonstrated at the Sale Hearing, and it is a reasonable exercise of the Debtors' business judgment to sell the Acquired Assets and to consummate the transactions contemplated by the Purchase Agreements. Notwithstanding any requirement for approval or consent by any person, the transfer of the applicable portion of the Acquired Assets to each Buyer is a legal, valid and effective transfer of the Acquired Assets.

R. The terms and conditions of the Purchase Agreements, including the consideration to be realized by the Debtors pursuant to the Purchase Agreements, are fair and

reasonable, and the transactions contemplated by the Purchase Agreement are in the best interests of the Debtors' estates.

S. The Acquired Assets shall be sold to the Buyers, as applicable, free and clear of all Encumbrances, with such Encumbrances to attach to the consideration to be received by the Debtors in the same priority and subject to the same defenses and avoidability, if any, as before the Closing Date (as defined in the respective Purchase Agreements), and the Buyers would not enter into their respective Purchase Agreement to purchase the Acquired Assets otherwise.

T. The transfer of the Acquired Assets to the Buyers will be a legal, valid and effective transfer of the Acquired Assets, and, except as may otherwise be provided in the Purchase Agreements, shall vest the Buyers with all right, title and interest of the Debtors to the Acquired Assets free and clear of any and all Encumbrances. Except as specifically provided in the Purchase Agreement or this Order, the Buyers shall not assume or become liable for any Encumbrances relating to the Acquired Assets being sold by the Debtors.

U. The transfer of the Acquired Assets to the Buyers free and clear of all Encumbrances will not result in any undue burden or prejudice to any holders of any Encumbrances as all such Encumbrances of any kind or nature whatsoever shall attach to the net proceeds of the sale of the Acquired Assets received by the Debtors in the order of their priority, with the same validity, force and effect which they now have as against the Acquired Assets and subject to any claims and defenses the Debtors or other parties may possess with respect thereto. All persons having Encumbrances of any kind or nature whatsoever against or in any of the Debtors or the Acquired Assets shall be forever barred estopped and permanently enjoined from pursuing, asserting or enforcing such Encumbrances against any Buyer or its assets, property, successors or assigns, or the Acquired Assets.

V. The Debtors may sell the Acquired Assets free and clear of all Encumbrances of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. Those (i) holders of Encumbrances and (ii) non-debtor parties who did not object, or who withdrew their objections to the Sale of the Acquired Assets and the Sale Motion, are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Except as specifically set forth below, all objections to the Sale Motion have been resolved. Those holders of Encumbrances who did object fall within one or more of the other subsections of 363(f) of the Bankruptcy Code. Among other things, the real properties to be sold could have been foreclosed under state and other local laws, and under all such applicable laws, junior liens would have been extinguished following the application of any proceeds to senior lienholders. Thus, all objecting lienholders are adequately protected by having their Encumbrances, if any, attach to the proceeds of the sale of the Acquired Assets, ultimately attributable to the property against or in which they claim or may claim any Encumbrances.

W. Not selling the Acquired Assets free and clear of all Encumbrances would adversely impact the Debtors' estates, and the sale of Acquired Assets other than free and clear of all Encumbrances would be of substantially less value to the Debtors' estates.

X. Each Buyer will be acting in good faith, pursuant to section 363(m) of the Bankruptcy Code in closing the transactions contemplated by its applicable Purchase Agreement at any time on or after the entry of this Order, and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rule 6004(h).

Y. With respect to each Purchase Agreement (i) the transactions contemplated thereunder do not amount to a consolidation, merger or *de facto* merger of the Buyer thereunder

and the Debtors and/or the Debtors' estates, (ii) there is not substantial continuity between the Buyer thereunder and the Debtors, (iii) there is no continuity of enterprise between the Debtors and the Buyer thereunder, (iv) the Buyer thereunder is not a mere continuation of the Debtors or their estates, (v) there is no common identity of incorporators, directors or stockholders between the Debtors and the Buyer thereunder, (vi) the Buyer thereunder is not holding itself out to the public as a continuation of the Debtors and (vii) the Buyer thereunder does not constitute a successor to the Debtors or their estates.

Z. The sale of the Acquired Assets outside of a plan of reorganization pursuant to the Purchase Agreements neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The sale does not constitute a *sub rosa* chapter 11 plan.

AA. The total consideration provided by the Buyers in the aggregate for the Acquired Assets is the highest and best offer received by the Debtors, and the aggregate purchase price under the Purchase Agreements constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act and (c) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Acquired Assets.

BB. Time is of the essence in consummating the Sale. In order to maximize the value of the Acquired Assets, it is essential that the Sale of the Acquired Assets to each Buyer occur within the time constraints set forth in the applicable Purchase Agreement. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rule 6004.

CC. For purposes of section 363(b)(1) of the Bankruptcy Code, the Debtors have not, in connection with offering a product or service, disclosed to any individual a policy prohibiting the transfer of “personally identifiable information” (as defined in section 101(41A) of the Bankruptcy Code) about individuals to persons that are not affiliated with the Debtors.

DD. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Sale Motion is granted in its entirety, subject to the terms and conditions contained herein.

2. All objections, responses, and requests for continuance concerning the Sale Motion are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing. Except as specifically set forth below, to the extent any such objection, response or request for continuance was not otherwise withdrawn, waived, or settled, it, and all reservations of rights contained therein, is overruled and denied.

3. Notice of the Sale Hearing was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004.

4. The Sale of the Acquired Assets, the terms and conditions of each Purchase Agreement (including all schedules and exhibits affixed thereto), the Bids by the Buyers, as applicable and the transactions contemplated thereby, hereby are authorized and approved in all respects.

5. The sale of the Acquired Assets and the consideration provided by the Buyers under their applicable Purchase Agreement is fair and reasonable, and shall be deemed for all

purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

6. Each Buyer is hereby granted and is entitled to all of the protections provided to a good faith buyer under section 363(m) of the Bankruptcy Code.

7. Subject to the terms of each Purchase Agreement, the Debtors shall be, and hereby are, authorized and directed, to assume, perform under, consummate and implement the terms of such Purchase Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of such Purchase Agreement, this Order and Sale of the Acquired Assets applicable to such Purchase Agreement contemplated thereby including, without limitation, deeds, assignments, stock powers and other instruments of transfer, and to take all further actions as may reasonably be requested by each Buyer for the purpose of assigning, transferring, granting, conveying and conferring to such Buyer, or reducing to possession any or all of the Acquired Assets, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Purchase Agreements, without any further corporate action or orders of this Court. No Buyer shall have any obligation to proceed with the Closing of the transactions contemplated by its applicable Purchase Agreement until all conditions precedent to its obligations to do so have been met, satisfied or waived.

8. The Debtors and each other person or entity having duties or responsibilities under the Purchase Agreements, any agreements related thereto or this Order, and their respective directors, officers, employees, members, agents, representatives, and attorneys, are authorized and empowered and directed, subject to the terms and conditions contained in the Purchase Agreements, to carry out all of the provisions of the Purchase Agreements and any

related agreements; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the transactions contemplated by the Purchase Agreements, and any related agreements; to take any and all actions contemplated by the Purchase Agreements, any related agreements or this Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and reasonably necessary or appropriate to implement, effectuate, and consummate, each of the Purchase Agreements, any related agreements and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, officers, employees, members, agents, representatives, and attorneys, and with like effect as if such actions had been taken by unanimous action of the respective directors, officers, employees, members, agents, representatives, and attorneys of such entities. The secretary or any assistant secretary of the Debtors shall be, and hereby is, authorized and directed to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Debtors are further authorized, empowered and directed to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Purchase Agreements, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors

may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

9. With respect to each Purchase Agreement, effective as of the closing of the transactions contemplated by such Purchase Agreement, the sale of the applicable Acquired Assets by the Debtors to the Buyer under such Purchase Agreement shall constitute a legal, valid and effective transfer of such Acquired Assets notwithstanding any requirement for approval or consent by any person, and shall vest the Buyer under such Purchase Agreement with all right, title and interest of the Debtors in and to the applicable Acquired Assets, free and clear of all Encumbrances of any kind, pursuant to section 363(f) of the Bankruptcy Code including, without limitation, any obligations to homeowners, condominium or other similar associations for which any of the Acquired Assets are subject under any declarations of covenants, conditions, restrictions, by-laws or otherwise, including, without limitation, any liens, rights of first refusal, transfer fees, membership fees and/or any other charges asserted by such homeowners, condominium or other similar associations.

10. The sale of the Acquired Assets is not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

11. Except to the extent specifically provided in any Purchase Agreement, upon the closing of the transactions contemplated by such Purchase Agreement, the Debtors shall be, and hereby are, authorized, empowered and directed, pursuant to sections 105 and 363(b) of the Bankruptcy Code, to sell the applicable Acquired Assets to the Buyer under such Purchase Agreement. The sale of the applicable Acquired Assets shall vest each Buyer with all right, title and interest of the Debtors to the Acquired Assets applicable to such Buyer's Purchase

Agreement, free and clear of any and all Encumbrances and other liabilities and claims, whether secured or unsecured, choate or inchoate, filed or unified, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, known or unknown, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise, with all such Encumbrances to attach only to the proceeds of the Sale with the same priority, validity, force, and effect, if any, as they now have in or against the Acquired Assets, subject to all claims and defenses the Debtors may possess with respect thereto. Without limiting the foregoing, such sale shall be free and clear of any Encumbrances of any homeowners, condominium or other similar associations for which any of the Acquired Assets are subject under any declarations of covenants, conditions, restrictions, by-laws or otherwise, including, without limitation, any liens, rights of first refusal, transfer fees, membership fees and/or any other charges asserted by such homeowners, condominium or other similar associations. Following the Closing Date, no holder of any Encumbrances in the Acquired Assets shall interfere with any Buyer's use and enjoyment of the Acquired Assets acquired by such Buyer pursuant to its Purchase Agreement based on or related to such Encumbrances, or any actions that the Debtors may take in their chapter 11 cases and no person shall take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by any of the Purchase Agreements or this Order.

12. The provisions of this Order authorizing the sale of the Acquired Assets free and clear of Encumbrances shall be self-executing, and neither the Debtors nor any Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order.

However, subject to the terms of the applicable Purchase Agreements, the Debtors and the Buyers, and each of their respective officers, employees and agents are hereby authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Debtors or the Buyers deem reasonably necessary or appropriate to implement and effectuate the terms of the Purchase Agreements and this Sale Order. Moreover, effective as of the Closing, each Buyer, its successors and assigns, shall be designated and appointed the Debtors' true and lawful attorney and attorneys with respect to the Acquired Assets acquired by such Buyer, with full power of substitution, in the Debtors' name and stead, on behalf and for the benefit of such Buyer, its successors and assigns, to demand and receive any and all of such Acquired Assets and to give receipts and releases for and in respect of such Acquired Assets, or any part thereof, and from time to time to institute and prosecute in the Debtors' name, for the benefit of such Buyer, its successors and assigns, any and all proceedings at law, in equity or otherwise, which such Buyer, its successors and assigns, may deem proper for the collection or reduction to possession of any of the Acquired Assets, and to do all acts and things with respect to the Acquired Assets which such Buyer, its successors and assigns, shall deem reasonably desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Debtors.

13. Upon the Closing Date (as defined in the respective Purchase Agreements), the Debtors' creditors are authorized and directed to execute such documents and take all other actions as may be necessary to release any Encumbrances of any kind against the Acquired Assets, as such Encumbrances may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing any Encumbrances in or against the Acquired Assets shall not have delivered to the Debtors prior to

the Closing after request therefore, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Encumbrances that the person or entity has with respect to the Acquired Assets, the Debtors are hereby authorized and directed to execute and file such statements, and empowered to perform under, all instruments, releases and other documents on behalf of the person or entity with respect to such Acquired Assets prior to the closing of the Sales, and the Buyers are authorized to file such documents after closing of the Sales.

14. To the greatest extent available under applicable law, each Buyer shall be authorized, as of the Closing Date (as defined in the respective Purchase Agreements), to operate under any license, permit, registration and governmental authorization or approval of the Debtors with respect to the Acquired Assets acquired by such Buyer, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to such Buyer as of the Closing Date.

15. All of the Debtors' interests in the Acquired Assets to be acquired by each Buyer under its applicable Purchase Agreement shall be, as of the Closing Date and upon the occurrence of the closing of the Sales, transferred to and vested in such Buyer. Upon the occurrence of the closing of the Sales, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Acquired Assets acquired by each Buyer under its applicable Purchase Agreement and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Acquired Assets to such Buyer.

16. To the extent permitted by applicable law, except as expressly provided in the Purchase Agreements, no Buyer is assuming nor shall it or any affiliate be in any way liable or

responsible, as a successor or otherwise, for any liabilities, debts, or obligations of the Debtors in any way whatsoever relating to or arising from the Debtors' ownership or use of the Acquired Assets prior to the consummation of the transactions contemplated by the Purchase Agreements, or any liabilities calculable by reference to the Debtors or their operations of the Acquired Assets, or relating to continuing or other conditions existing on or prior to consummation of the transactions contemplated by the Purchase Agreements, which liabilities, debts, and obligations are hereby extinguished insofar as they may give rise to liability, vicarious, successor or otherwise, against any Buyer or any affiliate of such Buyer.

17. Except as otherwise provided in the Purchase Agreements, upon the Closing Date thereunder, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release their respective Encumbrances against the Acquired Assets, if any, as may have been recorded or may otherwise exist.

18. Except as otherwise expressly provided in the Purchase Agreements, all persons or entities presently on or after the Closing Date in possession of some or all of the Acquired Assets are directed to surrender possession of the Acquired Assets to the applicable Buyer on the Closing Date, or at such time thereafter as such Buyer may request.

19. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreements and this Order.

20. No Buyer has assumed or is otherwise obligated for any of the Debtors' liabilities, and no Buyer has purchased any of the Excluded Assets. Consequently, all persons, Governmental Units (as defined in sections 101(27) and 101(41)) of the Bankruptcy Code and all holders of Encumbrances based upon or arising out of liabilities retained by the Debtors are

hereby enjoined from taking any action against any Buyer or the Acquired Assets to recover any Encumbrances or on account of any liabilities of the Debtors. All persons holding or asserting any Encumbrances in the Excluded Assets are hereby enjoined from asserting or prosecuting such Encumbrances or cause of action against any Buyer or the Acquired Assets for any liability associated with the Excluded Assets.

21. No Buyer is a “successor” to the Debtors or their estates by reason of any theory of law or equity, and no Buyer shall assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any bulk sales law, successor liability or similar liability except as otherwise expressly provided in its applicable Purchase Agreement. Neither the purchase of the Acquired Assets by the Buyers or their affiliates, nor the fact that the Buyers or its affiliates are using any of the Acquired Assets previously operated by the Debtors, will cause any Buyer or any of their affiliates to be deemed a successor in any respect to the Debtors’ business within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors’ liability under such law, rule or regulation or doctrine, or under any product warranty liability law or doctrine with respect to the Debtors’ liability under such law, rule or regulation or doctrine. No Buyer nor its affiliates shall have any liability or obligation under the WARN Act 929 U.S.C. §§ 210 et seq., or the Comprehensive Environmental Response Compensation and Liability Act, or any foreign, federal, state or local labor, employment, or environmental law by virtue of such Buyer’s purchase of the Acquired Assets.

22. Pursuant to sections 105 and 363 of the Bankruptcy Code, all persons and entities, including, but not limited to, the Debtors, all debt security holders, equity security holders, the Debtors' employees or former employees, governmental, tax and regulatory authorities, lenders, parties to or beneficiaries under any benefit plan, trade and other creditors asserting or holding an Encumbrance of any kind or nature whatsoever against, in or with respect to any of the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' business prior to the Closing Date or the transfer of the Acquired Assets to the Buyers, shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such Encumbrance against any Buyer or any affiliate, successor or assign thereof and each of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, affiliates and representatives (each of the foregoing in its individual capacity), or the Acquired Assets.

23. The Purchase Agreements and any related agreements may be waived, modified, amended, or supplemented by agreement of the Debtors and the Buyer, in a writing signed by the parties, in accordance with the terms thereof without further action or order of the Court.

24. The failure to include any particular provisions of the Purchase Agreements or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors, and the Buyers that each Purchase Agreement and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to closing of the Sales.

25. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the sale and the transactions contemplated by the Purchase Agreements.

26. To the extent any provisions of this Order conflict with the terms and conditions of the Purchase Agreements, this Order shall govern and control.

27. Nothing in this Order shall alter or amend any Purchase Agreement and the obligations of the Debtors and the applicable Buyer thereunder.

28. This Order shall be binding upon and govern the acts of all Persons and entities, including without limitation, all creditors of the Debtors, the Debtors and the Buyers, their respective successors and permitted assigns, including, without limitation, any Chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a Chapter 7 case if any of the Debtors' cases are converted from Chapter 11, all creditors of any Debtor (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Acquired Assets.

29. The automatic stay of section 362(a) of the Bankruptcy Code shall not apply to and otherwise shall not prevent the exercise or performance by any party of its rights or obligations under the Purchase Agreements.

30. The provisions of this Order are non-severable and mutually dependent.

31. Nothing in any order of this Court or contained in any plan of reorganization or liquidation confirmed in the Chapter 11 Cases, or in any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Purchase Agreements or the terms of this Order.

32. Notwithstanding Bankruptcy Rules 6004 and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and each Buyer are free to close under the applicable Purchase Agreement at any time, subject to the terms of such Purchase Agreement. In the absence of any person or entity obtaining a stay pending appeal, if the Debtors and any Buyer close under any Purchase Agreement, the Buyer thereunder shall be deemed to be acting in “good faith” and shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to such Purchase Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

33. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order and the Purchase Agreements in all respects and to decide any disputes concerning this Order, the Purchase Agreements, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Purchase Agreements and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Acquired Assets and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the Acquired Assets free and clear of all Encumbrances. To the extent there are any inconsistencies between the terms of this Order and any Purchase Agreement, the terms of this Order shall control.

34. CapitalSource is deemed to be the back-up bidder for any of the assets proposed to be sold and/or authorized to be sold to a party other than CapitalSource (the “**Third Party Sales**”) for an amount per Individual Property (as such term is defined in the Original Purchase Agreement) as reflected on Exhibit A to the Original Purchase Agreement. In the event any of

the Third Party Sales fail to close in accordance with the terms of the applicable Purchase Agreement, the Debtors are hereby authorized to proceed with closing of the sale of the assets that were subject to such failed Third Party Sale to CapitalSource for the applicable purchase price as set forth in the previous sentence. Such sale shall be in accordance with the salient terms of the Original Purchase Agreement (subject to conforming modifications that may be required) and CapitalSource, as the back-up bidder, shall be deemed to be a buyer with respect to such assets in good faith as that term is used in Section 363(m) of the Bankruptcy Code and shall be entitled to all the protections and immunities of Section 363(m).

35. The Objection [Docket No. 171] ("**Frisco Objection**") filed by Frisco Investments, LLC was withdrawn on the record at the Sale Hearing.

36. The Limited Objection [Docket No. 178] ("**Trump Objection**") filed by Trump International Management Corporation and Trump International Hotel and Tower Condominium (collectively, "**Trump**") is hereby continued, and all rights of the parties with respect thereto are hereby preserved pending further order of the Court. To the extent that the parties agree, or this Court determines, that Trump holds a valid lien on the property(ies) specifically identified in the Trump Objection ("**Trump Properties**"), such lien shall, notwithstanding anything herein to the contrary, attach to the proceeds of the sale of such property(ies), or, in the absence of such proceeds, shall remain as an encumbrance on the property(ies) to the extent and in an amount agreed to by the parties or determined by this Court. Further, nothing in this Sale Order shall be deemed to prejudice Trump's position (collectively, "**Trump Position**") that: (i) the Trump Properties remain subject to that certain Declaration of Trump International Hotel and Tower Condominium, dated September 18, 1996 (the "**Declaration**") and the By-Laws of Trump International Hotel and Tower Condominium identified in the Declaration (the "**By-Laws**"); (ii)

the Buyers of the property(ies) and any successors or assigns shall comply with the provisions of the Declaration and By-Laws, including, but not limited to, provisions relating to use restrictions and payment obligations; and (iii) the Debtors shall remain liable and shall pay in the ordinary course of business when due any accrued and unpaid obligations due and owing to Trump Hotel relating to the Trump Properties from the Petition Date through the Closing Date. Any and all rights of the parties with respect to the Trump Position are hereby preserved pending agreement of the parties or further order of the Court.

37. The Limited Objection [Docket No. 357] (“**Maricopa Objection**”) filed by Maricopa County (“**Maricopa**”) is hereby resolved as follows. Maricopa County has secured tax liens (the “**Maricopa Liens**”) that are superior to all other liens pursuant to A.R.S. Sec. 42-17153 on (a) Parcel #216-47-151, with a balance due as of the date of this Order of \$5,244.97, plus accruing interest at the statutory rate of 16%; (b) Parcel #217-04-249, with a balance due as of the date of this Order of \$8,325.94 plus accruing interest at the statutory rate of 16%; and (c) Parcel #216-81-320, with a balance due as of the date of this Order of \$7,443.16, plus accruing interest at the statutory rate of 16%. The Maricopa Liens on Parcel #216-47-151, Parcel #217-04-249 and Parcel #216-81-320 shall remain on said properties in accordance with A.R.S. Sec. 42-17153 until all taxes have been paid in full.

38. The Objection [Docket No. 360] (“**Beaver Creek Objection**”) filed by Beaver Creek Lodge Condominium Association (“**Beaver Creek HOA**”) is hereby resolved as follows. Notwithstanding anything to the contrary in this Order or elsewhere in this Bankruptcy Case, the Sale of Unit Number 506 of the Beaver Creek Lodge, 26 Avondale Lane, Beaver Creek, Colorado, 81620 (the “**Beaver Creek Property**”) shall be subject to the first position and senior lien (the “**Beaver Creek Lien**”) of Beaver Creek HOA in the amount of \$20,000.00. The

Beaver Creek Lien is for assessments dated July 1, 2010 (invoice #2996) and October 1, 2010 (invoice # 3102), plus finance charges and attorneys fees pursuant to CRS 38-33.3-316, and shall be enforceable in the State Courts of Colorado in the manner permitted under applicable state law and is not subject to the bankruptcy stay or any other stay or impairment.

39. The Objection [Docket No. 372] (“**Teton Objection**”) filed by Teton Mountain Lodge Property Management Company, LLC, as agent for Teton Mountain Lodge Owners’ Association (collectively, “**Teton**”) is hereby resolved as follows: (1) Teton holds a valid, first position senior lien (the “**Teton Lien**”) on the property(ies) specifically identified in the Teton Objection (the “**Teton Property**”) in the amount of \$17,438.48, plus interest, cost and attorneys’ fees; (2) notwithstanding anything to the contrary in the Final DIP Order [Dkt. No. 132] or otherwise filed in this case, the Teton Lien is senior to and has priority over any DIP, super-priority, priming or other liens or claims of CapitalSource or any other lender, and the Teton Lien shall not be and has not been primed in this case; (3) the Teton Property is being sold subject to the Teton Lien, including without limitation or prejudice all rights Teton has under Wyoming state law, and Teton reserves all such rights, (4) the Teton Lien shall remain as an encumbrance on the Teton Property and can be enforced pursuant to Wyoming state law and no automatic stay shall apply to enforcement of Teton’s rights with respect to the Teton Lien, and (5) the Teton Lien is not avoidable as a preference or otherwise, and no party will attempt to avoid the Teton Lien, on any basis.

40. Because no executory contracts or unexpired leases are being assumed as part of the Sale, the Limited Objection [Docket No. 363] filed by Ken Bream is moot, and is therefore denied without prejudice.

41. Any amounts that become payable by the Debtors to Buyer pursuant to a breach of the Laurence APA or any of the documents delivered by the Debtors pursuant to or in connection with the Laurence APA shall (a) constitute a timely filed administrative expense claim of such Debtor's estate within the meaning of section 503(b) of the Bankruptcy Code and shall be deemed timely filed for purposes of any bar date, and (b) in the case of amounts or claims that are addressed in the Laurence APA or other documents delivered pursuant to or in connection with the Laurence APA be paid by the Debtors in the time and manner as provided in the Laurence APA or such other document without further order of this Court, provided, however, that upon notice of such administrative claim, the Debtors, CapitalSource and Committee shall have five (5) days to object to such administrative claim, solely to contest whether a breach of the Laurence APA has occurred and the reasonableness of such claim related to the breach. Any such amounts shall be treated with such priority if the above-captioned bankruptcy cases convert to cases under chapter 7 of the Bankruptcy Code; provided however, if any such claim is not known by the Buyer as of the time of confirmation of any plan of reorganization for any Debtor, such claim shall not be discharged pursuant to the confirmation of any such plan of reorganization but instead shall continue as a liability of the reorganized entity, subject in all respects to the time limitations on any such claim set forth in the Laurence APA. Notwithstanding anything contained in this Paragraph 41, any administrative expense claim due and owing herein shall not be a superpriority claim within the meaning of Section 364(c)(1) or Section 507(b) of the Bankruptcy Code.

Dated: October __, 2010
Wilmington, Delaware

United States Bankruptcy Judge

#929208v2

EXHIBIT A-1

SECOND AMENDED AND RESTATED AGREEMENT OF SALE AND PURCHASE

This **SECOND AMENDED AND RESTATED AGREEMENT OF SALE AND PURCHASE** (this "Agreement"), dated as of October 21, 2010, is by and among: (i) CapitalSource Finance LLC, as administrative agent and a collateral agent, and CapitalSource Bahamas LLC, as a collateral agent, for the benefit of CapitalSource Bank, as lender under the Pre-Petition Loan Documents (as defined herein) and the DIP Facility (as defined in the DIP Order as defined herein), or any of their respective designees (collectively, "Buyer"); (ii) each of the Persons named as sellers on the signature pages hereto (individually, each a "Seller", and collectively, the "Sellers"); and (iii) Ultimate Escapes Holdings, LLC, as agent for the Sellers (in such capacity, the "Agent"). Buyer, Sellers, and Agent are individually referred to as a "Party" and collectively referred to as the "Parties". Defined terms used and not defined elsewhere in this Agreement have the meanings ascribed to them in Article 1.

RECITALS

- A. On September 20, 2010 (the "Petition Date"), (i) the Sellers, the Agent, and certain of their Affiliates filed voluntary petitions initiating cases (the "Cases") under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court, District of Delaware (the "Bankruptcy Court") and (ii) the Sellers filed the Sale Motion (defined below) which included as an attachment that certain Agreement of Sale and Purchase dated as of September 13, 2010 (the "Original Agreement").
- B. On October 7, 2010, the parties amended and restated the Original Agreement in its entirety (the "Restated Agreement") which such restated Agreement was filed with the Bankruptcy Court on October 11, 2010.
- C. On October 18, 2010, the Sellers held an auction with respect to substantially all of its assets (the "Auction") in accordance with and pursuant to the Bid Procedures Order (as defined herein) and in connection therewith, Buyer was the successful bidder for certain assets as further described herein.
- D. The Parties desire to amend and restate the Restated Agreement in its entirety and Buyer desires to purchase, and Sellers desires to sell, certain assets owned by the Sellers pursuant to Section 363 of the Bankruptcy Code in accordance with, and subject to, the terms and conditions of this Agreement.

AGREEMENT

In consideration of the premises and of the mutual representations, warranties, promises, and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, it is hereby agreed by the Sellers, the Buyer, and, to the extent applicable, the Agent, as follows:

ARTICLE 1

CERTAIN DEFINITIONS

Section 1.1 Definitions. The Parties agree that the following terms shall have the meanings hereinafter set forth, such definitions to be applicable equally to the singular and plural forms, and to the masculine and feminine forms, of such terms:

1.1.1 "Action" shall have the meaning ascribed in Section 10.15.

1.1.2 "Affiliate" shall mean, with respect to any given Person, any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such given Person. For the purposes of this definition, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have the meanings correlative to the foregoing.

1.1.3 "Agreement" shall mean this Agreement, as the same may be amended, modified, or supplemented from time to time in writing by Buyer and the Agent (on behalf of the Sellers).

1.1.4 "Bankruptcy Code" shall have the meaning ascribed in the Recitals.

1.1.5 "Bankruptcy Court" shall have the meaning ascribed in the Recitals.

1.1.6 "Bid Procedures Motion" shall mean that certain Motion, Pursuant to Section 105(a), 363(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014 and Local Rules 2002-1 and 6004-1, Requesting Entry of Order: (A) Approving Bid Procedures Relating to Sale of the Debtors' Assets; (B) Scheduling a Hearing to Consider the Sale; (C) Approving the Form and Manner of Notice of Sale by Auction; (D) Establishing Procedures for Noticing and Determining Cure Amounts; and (E) Granting Related Relief, filed by Sellers with the Bankruptcy Court on September 20, 2010.

1.1.7 "Bid Procedures Order" shall mean that certain Order: (A) Approving Bid Procedures Relating to Sale of the Debtors' Assets; (B) Scheduling a Hearing to Consider the Sale; (C) Approving the Form and Manner of Notice of Sale by Auction; (D) Establishing Procedures for Noticing and Determining Cure Amounts; and (E) Granting Related Relief entered by the Bankruptcy Court on October 8, 2010.

1.1.8 "Bill of Sale" and "Bills of Sale" shall have the meanings ascribed in Section 10.3.2.

1.1.9 "Books and Records" shall mean all data, books, records, manuals, documents, correspondence, sales and credit reports, literature, brochures, advertising material and the like incidental to or relating to the Properties, including, without limitation, (i) service and warranty records; (ii) sales and credit records, catalogs and brochures relating to the Sellers' business, sales support and promotion materials, creative materials, art work, photographs, public

relations and advertising material, studies, reports, shipping materials, office supplies and materials, sales and marketing files correspondence and other similar documents and records used in the Sellers' business, whether in electronic form or otherwise; (iii) all client, customer and supplier lists, files, order information, telephone numbers, addresses and electronic mail addresses and the other information with respect to past, present or prospective clients, customers and suppliers incidental to or used in the Sellers' business; (iv) accounting records; (v) cost and pricing information; and (vi) sales and credit records, purchasing records, records relating to suppliers and other records relating to the Sellers' business.

1.1.10 "Buyer Indemnified Party" shall have the meaning ascribed in Section 10.2(a).

1.1.11 "Claim" shall have the meaning set forth in Section 101(5) of the Bankruptcy Code.

1.1.12 "Closing" shall have the meaning ascribed in Section 8.1.

1.1.13 "Closing Date" shall have the meaning ascribed in Section 8.1.

1.1.14 "Closing Statement" shall have the meaning ascribed in Section 8.4.1.

1.1.15 "Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

1.1.16 "DIP Order" shall mean the Interim Order filed by the Sellers' with the Bankruptcy Court (I) Authorizing (A) Secured Post-Petition Financing Pursuant to 11.U.S.C. §§ 105, 361, 362 and 364(c) and (d); (B) Granting Security Interests, Superpriority Claims and Adequate Protection; and (C) Use of Cash Collateral and (II) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(c), as such Interim Order may be amended, extended, or modified, and including any subsequent Final Order relating to any approved secured post-petition financing by Buyer.

1.1.17 "Due Diligence" shall have the meaning ascribed in Section 3.1.

1.1.18 "Environmental Laws" shall mean all federal, state, and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances, and regulations issued by any Governmental Entity with respect to or which otherwise pertain to or affect the Properties or any portion thereof, the use, ownership, occupancy, or operation of the Properties or any portion thereof, or any owner of the Properties, and as same have been amended, modified, or supplemented from time to time, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), the Superfund

Amendment Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.), comparable state and local laws, and any and all rules and regulations which have become effective prior to the date of this Agreement under any and all of the aforementioned laws.

1.1.19 "Escrow Agent" shall mean Patton Boggs LLP.

1.1.20 "Excluded Assets" shall refer to any assets owned by any of the Sellers that are not Properties or Purchased Assets and shall include (i) all of Sellers' rights under an executory contracts including the agreements between Sellers and their club members and (ii) any equity interests held by Sellers.

1.1.21 "Expense Reimbursement" shall have the meaning ascribed in Section 9.3.

1.1.22 "Final Order" shall refer to an order or judgment of any Governmental Entity as to which the time to file an appeal, a motion for rehearing or reconsideration (excluding any motion under F.R.C.P. 60(b)) or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

1.1.23 "Governmental Entity" shall mean: (i) any federal, state, county, local, municipal or foreign governmental or administrative agency or political subdivision thereof; (ii) any governmental authority, board, bureau, commission, department or instrumentality; and (iii) any court or administrative tribunal.

1.1.24 "Hazardous Materials" shall mean any pollutants, contaminants, hazardous or toxic substances, materials or wastes (including petroleum, petroleum by-products, radon, asbestos and asbestos containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing equipment, radioactive elements, infectious agents, and urea formaldehyde), as such terms are used in any Environmental Laws.

1.1.25 "Individual Property" shall mean: (i) each of the parcels of land and appurtenances thereto more particularly described on Exhibit A hereto (including, without limitation, all rights-of-way, open or proposed streets, alleys, easements, strips, or gores of land adjacent thereto); (ii) the buildings, improvements, and structures located on such parcels of land and fixtures which are located at and affixed to any of such buildings, improvements, and structures; and (iii) all tangible and intangible assets and personal property of any nature relating to any of the foregoing property (including without limitation: (A) the Personal Property associated with such Individual Property; (B) all warranties upon the improvements or the Personal Property associated with such Individual Property; (C) rights to any plans, specifications, engineering studies, reports, drawings, and prints relating to the construction, reconstruction, modification, and alteration of improvements; and (D) the Licenses associated with such Individual Property).

1.1.26 "Individual Property Purchase Price" shall mean, with respect to any given Individual Property, the Individual Property Purchase Price set forth on Exhibit A hereto for such Individual Property.

1.1.27 "Knowledge" or "Sellers' Knowledge" shall mean the actual knowledge, after a reasonable and good faith investigation of any specified matter, of Jim Tousignant, Phil Callaghan and Jeff Sparks.

1.1.28 "Liabilities" shall mean all liabilities and obligations (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including all liabilities for Taxes with respect to periods prior to the Closing Date (including periods prior to the Petition Date).

1.1.29 "Licenses" shall mean, collectively, to the extent assignable, all licenses, permits, approvals, certificates of occupancy, dedications, subdivision maps and entitlements now or hereafter issued, approved or granted by any Governmental Entity (each, a "Permit"), in each case, with respect to the Properties or the Purchased Assets; provided, however, that, to the extent that Sellers have any right, title, or interest in any Permit that is not issued in the name of Sellers then, to the extent assignable, the definition of Licenses will also include such Permits.

1.1.30 "Lien" or "Liens" means any lien (statutory or otherwise), hypothecation, encumbrance, Claim, security interest, interest, mortgage, deed of trust, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, covenant, encroachment, option, right of recovery, Tax (including foreign, federal, state and local Tax), order of any Governmental Entity, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, (iii) any claim based on any theory that Buyer is a successor, transferee or continuation of any Seller and (iv) any leasehold interest, license or other right, in favor of a third party or any Seller, to use the Properties or the Purchased Assets or any portion thereof, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

1.1.31 "Losses" shall have the meaning ascribed in Section 9.2(a).

1.1.32 "Permitted Outside Parties" shall have the meaning ascribed in Section 3.4.

1.1.33 "Person" means any individual, any corporation, limited liability company, partnership, or other entity, and any Governmental Entity.

1.1.34 "Personal Property" shall mean (i) the tangible personal property which is located at and used in connection with any of the Properties, including, but not limited to all furniture, fixtures and equipment located at and used in connection with any of the Properties, (ii) all of Sellers' Books and Records, (iii) any accounts receivable and (v) all of Sellers' deposits, credits, pre-paid expenses, deferred charges, advances payments, security deposits, bonds, letters of credit, rights to escrows, claims for refunds and prepaid items.

1.1.35 "Pre-Petition Indebtedness" shall mean the outstanding principal, interest and fees owed by Seller to the Buyer pursuant to the Pre-Petition Loan Documents, which totaled

\$97,533.302.39 as of September 20, 2010, and increases in the amount of \$32,968.98 per diem thereafter until repaid or the Closing occurs.

1.1.36 "Pre-Petition Loan Documents" shall mean (i) that certain Consolidated Amended and Restated Loan and Security Agreement, dated as of September 15, 2009, among Sellers, Buyer (or certain Affiliates of Buyer) and the other parties thereto and (ii) each of the documents executed in connection therewith.

1.1.37 "Properties" shall mean, collectively, the Individual Properties.

1.1.38 "Proration Items" shall have the meaning ascribed in Section 8.4.1.

1.1.39 "Proration Time" shall have the meaning ascribed in Section 8.4.1.

1.1.40 "Purchase Price" shall have the meaning ascribed in Section 2.2.

1.1.41 "Purchased Assets" shall mean (i) any and all accounts receivable due and owing to Sellers, including, without limitation, any accounts due and owing by Harold Lynn and (ii) any and all rights and remedies of Sellers with respect to the policies of insurance that relate to the Properties.

1.1.42 "Qualified Bid" shall have the meaning ascribed to it in the Bid Procedures attached to the Bid Procedures Order.

1.1.43 "Sale Motion" shall mean that certain Motion, Pursuant to Sections 105(a), 363(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014 and Local Rules 2002-1 and 6004-1, Requesting Entry of Order: (A) Approving Asset Purchase Agreement and Authorizing the Sale of Substantially all of the Debtors' Assets Outside the Ordinary Course of Business; (B) Authorizing the Sale of Assets Free and Clear of all Liens, Claims, Interests and Encumbrances; and (C) Granting Related Relief filed by Sellers with the Bankruptcy Court on September 20, 2010.

1.1.44 "Sale Order" shall mean an order entered by the Bankruptcy Court, in substantially the form attached as an exhibit to the Sale Motion, approving the transactions contemplated by this Agreement with the Buyer.

1.1.45 "Seller Indemnified Party" shall have the meaning ascribed in Section 9.2(b).

1.1.46 "Surviving Provisions" shall mean those provisions of this Agreement that expressly survive the termination of this Agreement or the Closing, as the case may be, including, without limitation, Sections 3.4, 6.3(b), 6.5, 6.6, 10.2, 8.4.1, and 10.12.

1.1.47 "Tax" means any tax, charge or assessment by or liability to any Governmental Entity, including, but not limited to, any deficiency, interest or penalty.

1.1.48 "Tax Return" means any return, report or declaration filed with or submitted to any Governmental Entity in connection with the assessment, collection or payment of any Tax.

1.1.49 "Title Company" shall mean Fidelity National Title Insurance Company.

1.1.50 "Title Policy" and "Title Policies" shall have the meanings ascribed in Section 7.1.4.

Section 1.2 Rules of Construction. Article and Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. All references to "Articles" or "Sections" without reference to a document other than this Agreement, are intended to designate articles and sections of this Agreement, and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Article or Section, unless specifically designated otherwise. The use of the term "including" shall mean in all cases "including but not limited to," unless specifically designated otherwise. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

ARTICLE 2

AGREEMENT OF PURCHASE AND SALE; PURCHASE PRICE

Section 2.1 Agreement of Purchase and Sale. Sellers agree to sell, transfer, assign, and convey to Buyer, and Buyer agrees to purchase and accept, subject to the terms and conditions of this Agreement, good and marketable title in and to the Properties and the Purchased Assets, in each case, free and clear of all Liens and Claims.

Section 2.2 Purchase Price. Subject to any adjustment as provided herein or in the Bid Procedures, Buyer shall pay Sellers an aggregate purchase price for the Properties and the Purchased Assets of \$52,703,363 (collectively, the "Purchase Price"), which such amount shall be paid by way of a dollar for dollar credit against the Pre-Petition Indebtedness of Sellers to Buyer under the Pre-Petition Loan Documents and/or any post-petition financing provided by Buyer to Sellers including the "DIP Indebtedness" under the "DIP Facility" (as such terms are defined in the DIP Order), in either case pursuant to and in accordance with Section 363(k) of the Bankruptcy Code. Seller has agreed to allocate its credit bid in accordance with the Individual Property Purchase Price identified for each Individual Property on Exhibit A.

Section 2.3 Allocation of Purchase Price. The Parties intend that the transactions contemplated by this Agreement shall be treated for tax purposes as a taxable purchase. Within sixty (60) days after the Closing Date, Buyer will deliver to the Agent a schedule allocating the Purchase Price in accordance with Section 1060 of the Code (the "Allocation Schedule"), which Allocation Schedule may be amended to the extent, and in a manner consistent with any adjustment to the Proration Items based on actual figures received.

Section 2.4 No Liabilities Assumed. Sellers acknowledge and agree that pursuant to the terms and provisions of this Agreement, Buyer shall not assume, and shall not be deemed to have assumed, any debt, Claim, obligation or other Liability of any Seller whatsoever.

ARTICLE 3

BUYER'S DUE DILIGENCE / CONDITION OF THE PROPERTIES AND PURCHASED ASSETS

Section 3.1 Buyer's Inspections and Due Diligence. Sellers acknowledge that Buyer shall have the ability to conduct its examinations, inspections, testing, studies and investigations (collectively, "Due Diligence") of the Properties and the Purchased Assets. Buyer may conduct such Due Diligence as it deems necessary or appropriate, and examine and investigate to its full satisfaction all facts, circumstances, and matters relating to the Properties and Purchased Assets (including the physical condition and use, availability and adequacy of utilities, access, zoning, compliance with applicable laws, environmental conditions, engineering and structural matters), title and survey matters, and any other matters it deems necessary or appropriate for purposes of consummating this transaction. .

Section 3.2 Delivery Period. On or before the date which is five (5) business days after the date hereof (or, with respect to item (vii) below, within five (5) business days after Buyer's request), Sellers shall deliver (or make available to Buyer) to Buyer the following items for each Individual Property: (i) an existing as-built ALTA survey (each, a "Survey" and, collectively, the "Surveys"); (ii) copies of all service contracts relating thereto; (iii) copies of existing engineering studies and existing environmental audits prepared by third parties in connection therewith; (iv) the Licenses; (v) detailed information relating to any of the Purchased Assets; (vi) a copy of Sellers' existing policies of title insurance; and (vii) such other information as Buyer may reasonably request.

Section 3.3 Site Visits. Buyer and its Permitted Outside Parties shall have reasonable access to the Properties and the Purchased Assets for purposes of conducting Due Diligence. Buyer will conduct its Due Diligence so as to minimize, to the extent reasonably possible to do so, any interference with the operations and occupancy of the Properties. Buyer and all Permitted Outside Parties shall, in performing such Due Diligence, use its best efforts to comply with any and all laws, ordinances, rules, and regulations applicable to the Properties and the Purchased Assets and will not engage in any activities which would violate any License or Environmental Laws or any other applicable laws.

Section 3.4 Confidentiality. Buyer agrees that any information obtained by Buyer or its Affiliates, lenders, investors, attorneys, accounts, and other advisors (collectively, the "Permitted Outside Parties") in the conduct of its Due Diligence shall be treated as confidential pursuant to Section 10.12 of this Agreement and shall be used only to evaluate the acquisition of the Properties and the Purchased Assets from Sellers.

Section 3.5 Maintenance of Properties. From the date hereof until the Closing Date, and except as otherwise consented to or approved by Buyer in writing, Sellers covenant and agree with Buyer that Sellers will, from the date hereof until the Closing Date or earlier

termination of this Agreement: (i) maintain each of the Properties and the Purchased Assets to keep such Properties and Purchased Assets in such condition as they were in as of the Petition Date, subject to ordinary wear and tear; and (ii) maintain, at Sellers' expense, all risk coverage insurance on the Properties and the Purchased Assets in an amount equal to the full replacement value of each of the Properties.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLERS

Section 4.1 Representations and Warranties of Sellers. Each of the Sellers hereby represents and warrants to Buyer as follows:

(a) Status. Each of the Sellers is a limited liability company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Each of the Sellers is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required.

(b) Authority. Subject to any necessary authorization from and the jurisdiction of the Bankruptcy Court, each of the Sellers has all requisite power and authority to own its properties and assets and to carry on its business as it is now being conducted. After giving effect to the Sale Order, the execution and delivery of this Agreement and the performance of Sellers' obligations hereunder have been or will be duly authorized by all necessary action on the part of Sellers, and this Agreement constitutes the legal, valid and binding obligation of Sellers, subject to equitable principles and principles governing creditors' rights generally.

(c) Non-Contravention. After giving effect to the Sale Order, the execution and delivery of this Agreement by Sellers and the consummation by Sellers of the transactions contemplated hereby will not: (i) violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Entity; (ii) conflict with, result in a breach of, or constitute a default under the organic documents of Sellers; or (iii) result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease (including, without limitation, the Leases), license, instrument, or other arrangement to which any of the Sellers is a party or by which they are bound or to which any of their respective assets are subject (or result in the imposition of any lien upon any of their respective assets), except where the violation, breach, default, acceleration, termination, modification, cancellation, failure to give notice or lien would not be materially adverse to any Individual Property, or the ability of the Sellers to consummate the transactions contemplated by this Agreement.

(d) Suits and Proceedings. Except as set forth on Schedule 4.1(d), there are no actions, suits, investigations or proceedings pending or, to the Sellers' Knowledge, threatened, against or involving the Sellers, the Properties or the Purchased Assets. Except as set forth on Schedule 4.1(d), there are no outstanding orders, rulings, decrees, judgments, or stipulations to which the Sellers are a party or by which the Sellers, any of the Properties, or any of the Purchased Assets are bound, by or with any court, arbitrator or administrative agency.

(e) Non-Foreign Entity. None of the Sellers is a "foreign person" or "foreign corporation" as those terms are defined in the Code and the regulations promulgated thereunder.

(f) Consents. After giving effect to the Sale Order, no consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Sellers or the performance by Sellers of the transactions contemplated hereby.

(g) Compliance with Laws. Except as set forth on Schedule 4.1(g), to the Sellers' Knowledge, the Sellers have complied in all material respects with all laws, regulations, rules, orders, judgments, decrees and other requirements imposed by federal, state, and local Governmental Entities applicable to them in the operation or ownership of the Properties and the Purchased Assets (the "Applicable Laws").

(h) Environmental Matters. Except as set forth on Schedule 4.1(h): (a) there have been and are no past or present actions, activities, circumstances, conditions, events or incidents, including, without limitation, the release, emission, discharge, presence or disposal of any Hazardous Materials on any of the Properties or any other property that could reasonably form the basis of any environmental claim against the Sellers or against any Person whose liability for any environmental claim Sellers have or may have retained or assumed either contractually or by operation of law; or (b) there has been no violation of any Environmental Law in any material respect. Except as set forth on Schedule 4.1(h), the Sellers have not received any actual or threatened order, notice or other written communication from any Governmental Entity with respect to any of the Properties of any actual or potential violation or failure to comply with any Environmental Law.

(i) Properties. Sellers have good and marketable title to and lawful ownership of the Properties and the Purchased Assets, free and clear of all Liens. Sellers have made available to Buyer true and complete copies of all certificates of occupancy for each of the Properties and a copy of any variance granted with respect to such Properties pursuant to applicable zoning laws or ordinances. Except as set forth on Schedule 4.1(i), Sellers have not received any written notice from any Governmental Entity with respect to the ownership or use of each of the Properties or the Purchased Assets that might adversely affect the rights of Buyer in the Properties or the Purchased Assets.

(j) Zoning. To the Sellers' Knowledge: (i) each of the Properties complies in all material respects with all applicable zoning, building, fire and safety codes or regulations. To Sellers' Knowledge, there is no plan, study or effort by any Governmental Entity to alter or change the zoning of any of the Properties; and (ii) Sellers' use of the Properties complies with all applicable homeowners' or condominium association rules, regulations, codes, or declarations and Sellers' have not received any notices from any homeowners' associations, condominium associations, or similar entities regarding Sellers' use of the Properties in the conduct of their respective businesses.

(k) Rights of Use and Occupancy. Sellers have the exclusive right of use and occupancy of the Properties. There are no contracts or agreements to which any of the Sellers is a party or by which any of the Properties is bound, granting to any person the right of use or

occupancy of any portion of any of the Properties. All water, sewer, gas, electric, telephone and drainage facilities and all other utilities and public and quasi-public improvements upon or adjacent to the Properties required by law or for the normal operation of the Properties are available and are or were adequate for Sellers' use of the Properties. The heating, ventilation, air conditioning, sewer, water, plumbing, electrical, gas, and other mechanical systems on the Properties are in good working order and no repairs with respect thereto are required for the operation of the Properties. No material repairs are required to the roof, foundation exterior walls, floors, ceilings or supporting members of the any of the Properties, and, without limiting the generality of the foregoing, there are no defects in any of the Properties which affect use of the Properties.

(l) Purchased Assets. After giving effect to the Sale Order, at Closing, Sellers will transfer and convey to Buyer good and marketable title to the Purchased Assets, free and clear of all Liens. The Purchased Assets are in good operating condition and repair, normal wear and tear excepted, and have been maintained in accordance with all applicable specifications and warranties and normal industry practice.

(m) Taxes. Each Seller has filed or caused to be filed, within the times and within the manner prescribed by law, all federal, provincial and local tax returns and tax reports which are required to be filed by such Seller. Such returns and reports reflect accurately all liability for taxes of such Seller for the periods covered thereby. All federal, provincial, state and local income, profits, sales, use, occupancy, excise and other taxes, assessments and reassessments (including interest and penalties) payable by, or due from, such Seller have been fully paid or adequately disclosed and fully provided for on Schedule 4.1(m) and/or the books and records of Sellers. There are no actions, suits or other proceedings or investigations or claims in progress, pending or, to Seller's knowledge threatened against any Seller in respect of any taxes, governmental charges or assessments and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any governmental authority relating to any such taxes, governmental charges and assessments that are not otherwise going to be paid. Sellers have withheld and remitted all amounts required to be withheld and remitted by them in respect of any taxes, or will remit such amounts promptly after Closing.

(n) Brokers. Sellers and the Agent hereby represent and warrant to Buyer that they did not employ or use any broker or finder to arrange or bring about this transaction, and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement.

(o) AS IS, WHERE IS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT: (I) THE SELLERS EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE, QUALITY OR PROSPECTS OF THE PROPERTIES AND THE PURCHASED ASSETS; AND (II) THE SELLERS SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTIES AND THE PURCHASED ASSETS, IT BEING UNDERSTOOD THAT SUCH SUBJECT ASSETS ARE BEING ACQUIRED "AS IS,

WHERE IS" ON THE CLOSING DATE, AND IN THEIR PRESENT CONDITION, AND BUYER SHALL RELY ON ITS OWN EXAMINATION AND INVESTIGATION THEREOF.

ARTICLE 5

Section 5.1 Buyer's Representations and Warranties. Buyer represents and warrants to Sellers the following:

(a) Status. Buyer is a limited liability company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Buyer is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required.

(b) Authority. After giving effect to the Sale Order, the execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been or will be duly authorized by all necessary action on the part of Buyer and this Agreement constitutes the legal, valid and binding obligation of Buyer, subject to equitable principles and principles governing creditors' rights generally.

(c) Non-Contravention. After giving effect to the Sale Order, the execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby will not violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Entity or conflict with, result in a breach of, or constitute a default under the organic documents of Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Buyer is a party or by which it is bound.

(d) Consents. After giving effect to the Sale Order, no consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Buyer or the performance by Buyer of the transactions contemplated hereby.

(e) Brokers. Buyer hereby represents and warrants to Sellers that it did not employ or use any broker or finder to arrange or bring about this transaction, and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement.

ARTICLE 6

ADDITIONAL COVENANTS

Section 6.1 Bankruptcy Matters. Sellers will use their reasonable best efforts to have the Bankruptcy Court enter the Sale Order (in substantially the form attached to the Sale Motion) as soon as practicable. Buyer shall use its commercially reasonable efforts to assist Sellers in obtaining the Sale Order, including providing testimony as required at any hearing before the Bankruptcy Court.

Section 6.2 Access to Information and Facilities. Sellers shall allow Buyer and its Permitted Outside Parties to make such inspection of the Properties and the Purchased Assets, and to inspect and make copies of Sellers' contracts, books and records and all other documents and information requested by Buyer and related to the Properties and the Purchased Assets.

Section 6.3 Best Efforts; Further Assurances.

(a) Sellers will use its reasonable best efforts to fulfill or obtain the fulfillment of the conditions to Closing of this Agreement and to timely obtain any and all consents required for the consummation of the transactions contemplated by this Agreement as soon as practicable.

(b) Sellers shall execute such documents and use its reasonable best efforts to take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement (including, without limitation, to put Buyer in actual possession and control of the Properties and the Purchased Assets, to effectuate, record or perfect the transfer of the Properties and the Purchased Assets to Buyer, to confirm the title of the Properties and the Purchased Assets in Buyer, to assist Buyer in exercising rights relating thereto, to obtain all consents, approvals and authorizations of third parties, to make all filings with and give all notices to third parties which may be necessary or required in order to effectuate the transactions contemplated hereby). The obligations of Seller set forth in the first sentence of this Section 6.3(b) shall survive the Closing.

Section 6.4 Continued Effectiveness of Representations and Warranties. From the date hereof through the Closing Date, except as otherwise expressly contemplated by this Agreement, Sellers shall use reasonable best efforts to cause the representations and warranties made in this Agreement to continue to be true and correct in all material respects on and as of the Closing Date as if made on and as of the Closing Date. Sellers shall promptly notify Buyer and Buyer shall promptly notify Sellers of any event, condition or circumstance occurring from the date hereof through the Closing Date that would constitute a material violation or breach of any of the respective representations or warranties made by Sellers contained in this Agreement if made on such date.

Section 6.5 Nevis Real and Personal Property. Ultimate Nevis Investments, LLC shall cause its direct and indirect subsidiaries to (i) cooperate with Buyer in connection with Buyer's foreclosure of the real and personal property located in Nevis under Nevis law, (ii) lease the real and personal property located in Nevis to Demeure Operating Company Ltd. (or its designee) on such terms and conditions as agreed upon by Buyer and (iii) take such other actions as the Buyer may reasonably request. The obligations of the Sellers set forth in this Section 6.5 shall survive the Closing.

Section 6.6 Mexico Real and Personal Property. To the extent requested by Buyer, Sellers shall cause its direct and indirect subsidiaries that own Properties located in Mexico to (i) lease the real and personal property located in Mexico to Demeure Operating Company Ltd. (or its designee) on such terms and conditions as agreed upon by Buyer and (ii) take such other actions as the Buyer may reasonably request. The obligations of the Sellers set forth in this Section 6.6 shall survive the Closing.

ARTICLE 7

CONDITIONS TO CLOSING

Section 7.1 Buyer's Conditions. Buyer's obligation to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or written waiver on or prior to the Closing Date of all of the following conditions, any or all of which may be waived in whole or in part in writing by the Buyer:

7.1.1 Representations, Warranties, and Covenants of the Sellers. The representations and warranties of the Sellers and Agent contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, and the covenants and agreements of the Sellers and Agent to be performed on or before the Closing Date in accordance with this Agreement shall have been duly performed in all material respects. At the Closing, the Sellers and Agent will deliver to Buyer a joint certificate of an officer of each of the Sellers and Agent dated as of the Closing Date, whereby such officer certifies that the conditions set forth in this Section 7.1.1 have been satisfied.

7.1.2 Filings; Consents; Waiting Periods. All consents required for the Sellers to perform this Agreement in accordance with the Bankruptcy Code and any other Applicable Laws shall have been obtained and shall be in full force and effect on the Closing Date, and each approval or consent required under such laws to be obtained before consummation of the transaction shall have been obtained or waived and all waiting and other time periods under such laws shall have expired, lapsed or been terminated. No injunction or restraining order shall have been issued by any court of competent jurisdiction and be in effect which restrains or prohibits any material transaction contemplated hereby and no other legal restraint or prohibition preventing the consummation of any material transaction shall be in effect.

7.1.3 Entry of Orders By Bankruptcy Court. Each of the Sale Order and the Bid Procedures Order, both in forms reasonably acceptable to Buyer, shall have been entered by the Bankruptcy Court and shall not have been vacated, stayed, or reversed, or modified, amended, or supplemented in any manner adverse in any material respect to the Buyer.

7.1.4 Title Commitments. At Closing, the Title Company shall issue to Buyer or be irrevocably committed to issue to Buyer an extended coverage ALTA owner's form title policy (each, a "Title Policy" and, collectively, the "Title Policies"), for each of the Individual Properties in the amount of the Individual Property Purchase Price with respect to each Individual Property (or such other amount as Buyer may reasonably request), insuring that fee simple title to each Individual Property is vested in Buyer free and clear of all Liens. Buyer shall be entitled to request that the Title Company provide such endorsements (or amendments) to the Title Policies as Buyer may reasonably require, provided that: (i) such endorsements (or amendments) shall be at no cost to, and shall impose no additional liability on, Sellers; (ii) the Closing shall not be materially delayed as a result of Buyer's request.

7.1.5 Litigation. No action, suit or other proceedings shall be pending before any Governmental Entity seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain damages in respect thereof, or involving a claim that consummation thereof would result in the material violation of any law, decree or regulation of any Governmental Entity having appropriate jurisdiction.

7.1.6 Material Adverse Change. Since the date of this Agreement, there shall not have been a material adverse change with respect to the Acquired Assets.

7.1.7 Due Diligence. The results of Buyer's due diligence with respect to the Sellers and all aspects of their business, assets, affairs and prospects shall be satisfactory to Buyer in its sole discretion.

7.1.8 Other. The Sellers shall have delivered all items and satisfied all obligations pursuant to Section 8.2.

Section 7.2 Sellers' Conditions. The Sellers' obligation to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or written waiver on or prior to the Closing Date of all of the following conditions, any or all of which may be waived in whole or in part in writing by the Agent (on behalf of the Sellers):

7.2.1 Representations, Warranties, and Covenants of Buyer. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, and the covenants and agreements of Buyer to be performed on or before the Closing Date in accordance with this Agreement shall have been duly performed in all material respects. At the Closing, Buyer will deliver to Sellers a certificate of an officer of Buyer dated as of the Closing Date whereby such officer certifies that the conditions set forth in this Section 7.2.1 have been satisfied.

7.2.2 Filings; Consents; Waiting Periods. All consents required for Sellers to perform this Agreement in accordance with the Bankruptcy Code shall have been obtained and shall be in full force and effect on the Closing Date, and each approval or consent required under such laws to be obtained before consummation of the transaction shall have been obtained or waived and all waiting and other time periods under such laws shall have expired, lapsed or been terminated. No injunction or restraining order shall have been issued by any court of competent jurisdiction and be in effect which restrains or prohibits any material transaction contemplated hereby and no other legal restraint or prohibition preventing the consummation of any material transaction shall be in effect.

7.2.3 Entry of Orders By Bankruptcy Court. Each of the Sale Order and the Bid Procedures Order, both in forms reasonably acceptable to Buyer, shall have been entered by the Bankruptcy Court and shall not have been vacated, stayed, or reversed, or modified, amended, or supplemented in any manner adverse in any material respect to the Buyer.

7.2.4 Other. Buyer shall have delivered all items and satisfied all obligations pursuant to Section 8.3.

ARTICLE 8

CLOSING

Section 8.1 Closing. The closing hereunder ("Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made through escrow at Escrow Agent's office on a date and time mutually agreed to by Buyer and the Agent that is at least one (1) business day after the Sale Order shall have become a Final Order (the "Closing Date").

Section 8.2 Sellers' Closing Documents and Other Items. At or before Closing, Sellers shall deposit into escrow with the Escrow Agent the following items:

8.2.1 A duly executed and acknowledged "Special Warranty Deed" in favor of Buyer for each Individual Property (or equivalent transfer document applicable in the jurisdiction where such Individual Property is located);¹

8.2.2 One (1) duly executed counterparts of the Bill of Sale in form and substance acceptable to the Buyer (the "Bill of Sale") with respect to the Purchased Assets;

8.2.3 A set of keys to each of the Properties on the Closing Date;

8.2.4 All books and records in Sellers' possession, custody or control that relate to the Properties or the Purchased Assets;

8.2.5 Such other documents as may be reasonably requested by Buyer to consummate the purchase of the Properties or Purchased Assets as contemplated by this Agreement; and

8.2.6 Two (2) duly executed counterparts of the Closing Statement.

Section 8.3 Buyer's Closing Documents and Other Items. At or before Closing, Buyer shall deposit into escrow with the Escrow Agent the following items:

8.3.1 One duly executed counterpart of the Bill of Sale;

8.3.2 Such other documents as may be agreed upon by Sellers or the Agent and Buyer to consummate the purchase of each Individual Property as contemplated by this Agreement; and

8.3.3 Two (2) duly executed counterparts of the Closing Statement.

¹ The technical real estate and bankruptcy provisions of this Agreement are subject to such technical changes and modifications as may be necessary after review by legal counsel admitted in the jurisdictions where the non-US properties are located.

Section 8.4 Prorations and Closing Costs.

8.4.1 Sellers and Buyer agree to adjust, as of 11:59 p.m. on the day immediately preceding the Closing Date (the "Proration Time"), the following (collectively, the "Proration Items"): real estate and personal property taxes and assessments (subject to the terms of 8.4.1(b) below), homeowners association fees or dues, and utility bills (except as hereinafter provided) payable by the owner of each of the Properties. Sellers will be charged or credited for the amounts of all of the Proration Items relating to the period up to and including the Proration Time, and Buyer will be charged or credited for all of the Proration Items relating to the period after the Proration Time. Such preliminary estimated Closing prorations shall be set forth on a preliminary closing statement to be prepared by Sellers and submitted to Buyer for Buyer's approval prior to the Closing Date (the "Closing Statement"). The Closing Statement, once agreed upon, shall be signed by Buyer and Sellers for purposes of making the preliminary proration adjustment at Closing subject to the final settlement provided for below. The preliminary proration shall be paid at Closing by Buyer to Sellers (if the preliminary prorations result in a net credit to Sellers) or by Sellers to Buyer (if the preliminary prorations result in a net credit to Buyer) by way of increasing or reducing the amount to be paid by Buyer (by credit bid in accordance with Section 363(k) of the Bankruptcy Code) in payment of the Purchase Price at the Closing. If the actual amounts of the Proration Items are not known as of the Proration Time, the prorations will be made at Closing on the basis of the best evidence then available; thereafter, when actual figures are received (not to exceed 120 days after Closing), re-prorations will be made on the basis of the actual figures, and a final settlement will be made between Sellers and Buyer. No prorations will be made in relation to insurance premiums, and Sellers' insurance policies will not be assigned to Buyer. Final readings and final billings for utilities will be made if possible as of the Proration Time, in which event no proration will be made at Closing with respect to utility bills. Buyers will be entitled to all deposits posted by Sellers presently in effect with the utility providers. The provisions of this Section 8.4.1 will survive the Closing for twelve (12) months.

8.4.2 Buyer shall pay: (a) all charges and premiums payable with respect to the Title Policies (including the cost of any endorsements and any title examination fees); (b) the recording fees required in connection with the transfer of the Properties to Buyer; (c) all state and local transfer taxes payable as a result of the transfer of the Properties by Sellers to Buyer; and (d) any additional costs and charges customarily charged to buyers in accordance with common escrow practices in the jurisdictions in which each Individual Property is located, other than those costs and charges specifically required to be paid by Sellers hereunder.

ARTICLE 9

TERMINATION

Section 9.1 Termination. In addition to the other rights of termination set forth in this Agreement, prior to the Closing, this Agreement may be terminated:

9.1.1 by Buyer, if the Closing has not occurred by October 25, 2010 (the "Outside Date"); provided that Buyer will not be entitled to so terminate this Agreement if Buyer is then in breach, in any material respect, of this Agreement; or

9.1.2 by Buyer, if Agent or Sellers have materially breached or failed to comply with their representations, warranties, covenants, or obligations under this Agreement such that the conditions precedent set forth in Section 8.1 would not reasonably be expected to be satisfied, such breach or failure to comply shall not have been cured within a period of ten (10) days after Buyer shall have given written notice to Agent of such breach or failure to comply; provided that Buyer will not be entitled to so terminate this Agreement if Buyer is then in breach, in any material respect, of this Agreement; or

9.1.3 by Agent, if Buyer has materially breached or failed to comply with its representations, warranties, covenants, or obligations under this Agreement such that the conditions precedent set forth in Section 8.2 would not reasonably be expected to be satisfied, such breach or failure to comply shall not have been cured within a period of ten (10) days after Agent shall have given written notice to Buyer of such breach or failure to comply; provided that Agent will not be entitled to so terminate this Agreement if Agent or Sellers are then in breach, in any material respect, of this Agreement;

9.1.4 by Buyer, in the event of (i) the failure of any condition to closing set forth in Section 7.1; or

9.1.5 by Buyer and Sellers, upon mutual written consent.

9.1.6 by Buyer, if the Sale Order is not entered by the Bankruptcy Court on or before October 22, 2010.

Section 9.2 Remedies. In the event of termination of this Agreement pursuant to Section 9.1:

9.2.1 all obligations of the parties hereto under this Agreement shall terminate and there shall be no liability of any party hereto to any other party and, except for Seller's obligation to pay the Expense Reimbursement (as defined in Section 9.3), each party hereto shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement; provided that the foregoing shall not relieve a party of liability for damages actually incurred by the other party as a result of any breach of this Agreement by such party;

9.2.2 if the termination is by Purchaser pursuant to Section 9.1.4 because the Bankruptcy Court has approved the sale of any of the Properties or Purchased Assets to a person(s) other than Buyer, Seller shall pay Purchaser in cash, at the Closing of such higher offer and prior to disbursement of such proceeds to any party, the applicable Expense Reimbursement, which shall constitute an administrative expense of the Seller's bankruptcy estate pursuant to 11 U.S.C. § 503(b).

Section 9.3 Expense Reimbursement. If: (i) this Agreement is terminated pursuant to Section 9.1.4(iii), In the event that a bid for an Individual Property by any party other than Buyer is accepted by Sellers at the Auction, Buyer shall be entitled to a reimbursement of its costs and expenses (including attorneys' fees) (the "Expense Reimbursement") as set forth herein and in the Bid Procedures Order. The amount of such Expense Reimbursement will be calculated by determining the percentage that the individual successful bid bears to the total

amount of the bids for the Debtors' assets inclusive of any remaining portion of Buyer's bid for all of the Properties and Purchased Assets (other than the Individual Property(ies) that are being sold to a party other than Buyer), and applying that percentage to the total amount of the Buyer's costs and expenses. Payment of such Expense Reimbursement shall be made by Sellers by wire transfer in immediately available funds to an account designated by Buyer, directly out of the proceeds received from the sale of the particular Individual Property(ies).

ARTICLE 10

MISCELLANEOUS

Section 10.1 Amendment and Modification. Any modification, amendment or waiver of or with respect to any provision of this Agreement or any other document delivered pursuant hereto shall not be effective unless it shall be in writing and signed by the Agent (on behalf of the Sellers) and the Buyer and shall designate specifically the terms and provisions so modified.

Section 10.2 Indemnification.

(a) **Sellers' Indemnification.** Sellers hereby covenant and agree, from and after the Closing, to indemnify and to hold harmless Buyer and its officers and directors, employees and agents (collectively, the "Buyer Indemnified Party") from and against all claims, losses, liabilities, damages, fines, penalties, taxes, costs and expenses, reasonable fees and disbursements of counsel, including counsel fees incurred to enforce its rights hereunder (collectively, the "Losses"), sustained or incurred by the Buyer Indemnified Party as follows: (i) all Losses sustained or incurred by any Buyer Indemnified Party in respect of Liabilities of Sellers; (ii) all Losses sustained or incurred by any Buyer Indemnified Party resulting from any breach of any representation or warranty on the part of any Seller under this Agreement; (iii) all Losses sustained or incurred by any Buyer Indemnified Party resulting from any breach of Sellers' covenants or agreements contained herein; and (iv) all Liabilities and Losses arising from third party claims in any way connected to the ownership, use or operation of the Properties or Purchased Assets for the period of Sellers' ownership prior to the date on which such Properties or Purchased Assets were transferred to Buyer.

(b) **Buyer's Indemnification.** Buyer hereby covenants and agrees, from and after the Closing, to indemnify and to hold harmless Sellers and its officers, directors, employees and agents (collectively, the "Seller Indemnified Party") from and against all Losses sustained or incurred by the Seller Indemnified Party as follows: (i) all Losses sustained or incurred by any Seller Indemnified Party resulting from any breach by Buyer of any of its representations or warranties; (ii) all Losses sustained or incurred by any Seller Indemnified Party resulting from any breach of any of Buyer's covenants or agreements contained herein; and (iii) all Liabilities and Losses in any way connected to the ownership, use or operation of the Properties and Purchased Assets for the period of Buyer's ownership after the date on which such Properties or Purchased Assets were transferred to Buyer.

Section 10.3 Risk of Loss and Insurance Proceeds.

10.3.1 Minor Loss. Buyer shall be bound to purchase the Properties and the Purchased Assets for the full Purchase Price as required by the terms hereof, without regard to the occurrence or effect of any damage to any Individual Property or destruction of any improvements thereon or condemnation of any portion of any Individual Property, provided that: (a) the cost to repair any such damage or destruction, or the diminution in the value of such Individual Property as a result of a partial condemnation, equals five percent (5%) of the Individual Property Purchase Price or less; and (b) any insurance proceeds or condemnation awards collected or collectible by Sellers as a result of any such damage or destruction or condemnation, less the amount of any insurance deductible, shall be turned over from Sellers to Buyer.

10.3.2 Major Loss. If the amount of the damage or destruction or condemnation as specified above exceeds five percent (5%) of the Individual Property Purchase Price for the damaged Individual Property, then Buyer may at its option, to be exercised by written notice to the Agent within ten (10) business days of the Agent's or Sellers' providing written notice to Buyer of the occurrence of the damage or destruction or the commencement of condemnation proceedings, terminate this Agreement solely with respect to such Individual Property. Buyer's failure to elect to terminate this Agreement with respect to such Individual Property within said ten (10) business day period shall be deemed an election by Buyer to consummate this purchase and sale transaction with respect to such Individual Property. If Buyer elects to terminate this Agreement with respect to such Individual Property within such ten (10) business day period, the Purchase Price shall be reduced by the Individual Property Purchase Price with respect to such Individual Property and neither party shall have any further rights or obligations hereunder with respect to such Individual Property except as provided in the Surviving Provisions. If Buyer elects or is deemed to have elected to proceed with the purchase of such Individual Property, then upon the Closing, any insurance proceeds or condemnation awards collected or collectible by Sellers as a result of any such damage or destruction or condemnation, less the amount of any insurance deductible, shall be turned over from Sellers to Buyer.

Section 10.4 Amendment and Modification. Any modification, amendment or waiver of or with respect to any provision of this Agreement or any other document delivered pursuant hereto shall not be effective unless it shall be in writing and signed by the Agent (on behalf of the Sellers) and the Buyer and shall designate specifically the terms and provisions so modified; provided, however, that Buyer shall be permitted, in its sole discretion, to amend Exhibit B or any other portion of this Agreement to the extent necessary to reflect the assets Buyer ultimately determines it desires to purchase following the conclusion of its due diligence.

Section 10.5 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

If to Sellers:

Ultimate Escapes Holdings, LLC
3501 West Vine Street, Suite 225
Kissimmee, Florida 34741
Attention: Mr. Jeff Sparks
Tel: (407) 483-1901
Fax: (407) 483-1935

with copies to:

Greenberg Traurig, LLP
One International Place
Boston, Massachusetts 02110
Attention: Jeffrey M. Wolf, Esq.
Tel: (617) 310-6000
Fax: (617) 310-6001

If to Buyer:

CapitalSource Finance LLC
4445 Willard Avenue, 12th Floor
Chevy Chase, Maryland 20815
Attention: Joanne Fungaroli
Fax: (301) 841-2380

with copies to:

Patton Boggs LLP
1185 Avenue of the Americas, 30th Floor
New York, New York 10036
Attention: Michael P. Richman, Esq.
Fax: (646) 557-5101

Any such notices may be sent by: (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. mail; (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier; or (c) facsimile transmission, in which case notice shall be deemed delivered upon electronic verification that transmission to recipient was completed, but only if such notice is also sent by certified mail, return receipt requested or by a nationally recognized overnight courier. The above addresses and facsimile numbers may be changed by written notice to the other party; provided that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Section 10.6 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (including any trustee appointed in respect of the Sellers under the Bankruptcy Code). Without limiting any of Buyer's duties and obligations arising under this Agreement the rights and obligations of Buyer under this Agreement with respect to any Individual Property and the Purchased Assets may be assigned by Buyer, in whole, in part, or in multiple parts, to one or more Affiliates of Buyer upon Buyer delivering written notice thereof to Agent. The Sellers shall not assign their rights or

delegate their obligations under this Agreement without the express prior written consent of Buyer.

Section 10.7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

Section 10.8 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. This Agreement may be executed and delivered by facsimile transmission or by electronic mail in portable document format with the same effect as if a manually signed original were personally delivered.

Section 10.9 Entire Agreement. This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter hereof.

Section 10.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

Section 10.11 Attorney Fees. If any action is brought by any party to this Agreement to enforce or interpret its terms or provisions, the prevailing party will be entitled to reasonable attorney fees and costs incurred in connection with such action prior to and at trial and on any appeal therefrom.

Section 10.12 Confidential Information. The parties acknowledge that the transaction described herein is of a confidential nature and shall not be disclosed except: (i) to Permitted Outside Parties; (ii) as required by law; (iii) as expressly contemplated by this Agreement (including, without limitation, pursuant to the Sale Motion); or (iv) as otherwise required by the Bankruptcy Court in the Cases. In connection with the negotiation of this Agreement and the preparation for the consummation of the transactions contemplated hereby, each party acknowledges that it will have access to confidential information relating to the other party. Each party shall treat such information as confidential, preserve the confidentiality thereof, and not duplicate or use such information, except to Permitted Outside Parties in connection with the transactions contemplated hereby. In the event of the termination of this Agreement for any reason whatsoever, Buyer shall return to the Agent, all documents, work papers, engineering and environmental studies and reports and all other materials (including all copies thereof obtained from Sellers in connection with the transactions contemplated hereby), if any, and each party shall use its best efforts, including instructing its employees and others who have had access to

such information, to keep confidential and not to use any such information. Except as required by applicable law or as otherwise contemplated by this Agreement, no party shall issue any press release or make any statement to the media, without the other party's consent, which consent shall not be unreasonably withheld. The provisions of this Section 10.12 shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Agreement.

Section 10.13 No Joint Venture. Nothing set forth in this Agreement shall be construed to create a joint venture between Buyer and Sellers.

Section 10.14 Jurisdiction. For so long as Sellers (or any of their successors or assigns) remain subject to the jurisdiction of the Bankruptcy Court, the Bankruptcy Court shall have jurisdiction over any dispute arising out of or in connection with the transactions contemplated by this Agreement. The parties hereto consent to the exclusive jurisdiction of the Bankruptcy Court (and the appropriate appellate courts therefrom) in any such dispute and irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of the venue of any such dispute in the Bankruptcy Court or that any such dispute which is brought in the Bankruptcy Court has been brought in an inconvenient forum.

Section 10.15 Waiver of Jury Trial. Each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action (each, an "Action"): (a) arising out of this Agreement, including any present or future amendment thereof; or (b) in any way connected with or related or incidental to the dealings of the parties or any of them with respect to this Agreement (as hereafter amended) or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether such Action is now existing or hereafter arising, and whether sounding in contract or tort or otherwise and regardless of which party asserts such Action; and each party hereby agrees and consents that any such Action shall be decided by court trial without a jury, and that any party to this Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the parties to the waiver of any right they might otherwise have to trial by jury.

Section 10.16 Time of Essence. Time is of the essence of this Agreement.

Section 10.17 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 10.18 Agent. The Sellers hereby irrevocably authorize and empower the Agent to take the actions, and execute and deliver such documents and instruments, that are provided to be taken, executed, and delivered by the Agent in this Agreement. All such actions taken or to be taken by the Agent are ratified and confirmed.

[Remainder of Page Blank -- Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLERS:

P&J PARTNERS, LLC,
a Delaware limited liability company
SNOWFLAKE INVESTMENTS I, LLC,
a Delaware limited liability company
TAHOE INVESTMENTS I, LLC,
a Delaware limited liability company
CABO INVESTMENTS I, LLC,
a Delaware limited liability company
MAHOGANY RUN INVESTMENTS I, LLC,
a Delaware limited liability company
CANDLEWOOD INVESTMENTS I, LLC,
a Delaware limited liability company
ULTIMATE SCOTTSDALE ROCKS, LLC,
a Delaware limited liability company
ULTIMATE BEAVER CREEK, LLC,
a Delaware limited liability company
ULTIMATE INDIAN ROCKS BEACH, LLC,
a Delaware limited liability company
ULTIMATE KEY WEST, LLC,
a Delaware limited liability company
ULTIMATE LAKE LAS VEGAS, LLC,
a Delaware limited liability company
ULTIMATE SCOTTSDALE, LLC,
a Delaware limited liability company
ULTIMATE LAKE TAHOE, LLC,
a Delaware limited liability company
ULTIMATE COLORADO, LLC,
a Delaware limited liability company
ULTIMATE TELLURIDE MOUNTAIN
VILLAGE, LLC,
a Delaware limited liability company
ULTIMATE NAPLES STRADA BELLA, LLC,
a Delaware limited liability company
ULTIMATE NAPLES MONTEVERDE, LLC,
a Delaware limited liability company
ULTIMATE PALM BEACH OCEAN, LLC,
a Delaware limited liability company
ULTIMATE SUN VALLEY MACKENZIE, LLC,
a Delaware limited liability company
ULTIMATE SUN VALLEY PLAZA
TOWNHOUSE, LLC,
a Delaware limited liability company


ULTIMATE NEW YORK TRP
INTERNATIONAL, LLC,
a Delaware limited liability company
ULTIMATE KIAWAH TURTLE BEACH, LLC,
a Delaware limited liability company
ULTIMATE JACKSON HOLE SNAKE RIVER,
LLC, a Delaware limited liability company
BAHAMAS INVESTMENTS I, LLC,
a Delaware limited liability company
BAHAMAS INVESTMENTS II, LLC,
a Delaware limited liability company
BAHAMAS INVESTMENTS III, LLC,
a Delaware limited liability company
BAHAMAS INVESTMENTS IV, LLC,
a Delaware limited liability company
CABO CASA TORTUGA, LLC,
a Delaware limited liability company
CABO ESPERANZA #1501, LLC,
a Delaware limited liability company
CABO ESPERANZA #1502, LLC,
a Delaware limited liability company
CABO ESPERANZA #1503, LLC,
a Delaware limited liability company
CABO ESPERANZA #1601, LLC,
a Delaware limited liability company
CABO ESPERANZA #1602, LLC,
a Delaware limited liability company
CABO ESPERANZA #1603, LLC,
a Delaware limited liability company
CABO VILLA DEL SOL, LLC,
a Delaware limited liability company
CABO VILLA ETERNIDAD, LLC,
a Delaware limited liability company
CABO SAN LUCAS VILLA PARAISO, LLC,
a Delaware limited liability company
ULTIMATE NEVIS INVESTMENTS, LLC,
a Delaware limited liability company
PRIVATE ESCAPES OF STEAMBOAT, LLC, a
Colorado limited liability company
PRIVATE ESCAPES OF TAHOE, LLC, a Colorado
limited liability company
PRIVATE ESCAPES OF JACKSON HOLE, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF KIAWAH, LLC, a
Colorado limited liability company
PRIVATE ESCAPES OF FOX ACRES, LLC, a

Colorado limited liability company
 PRIVATE ESCAPES LA PLAYA, LLC, a Colorado
 limited liability company
 PRIVATE ESCAPES OF LAKE OCONEE, LLC,
 a Colorado limited liability company
 PRIVATE ESCAPES OF WAIKOLOA, LLC,
 a Colorado limited liability company
 PRIVATE ESCAPES OF WAIKOLOA II, LLC,
 a Colorado limited liability company
 PRIVATE ESCAPES OF CURRITUCK, LLC,
 a Colorado limited liability company
 PRIVATE ESCAPES LA COSTA, LLC,
 a Colorado limited liability company
 PRIVATE ESCAPES OF CABO, LLC,
 a Colorado limited liability company
 PRIVATE ESCAPES LA QUINTA I, LLC,
 a Colorado limited liability company
 PRIVATE ESCAPES LA QUINTA II, LLC,
 a Colorado limited liability company
 PRIVATE ESCAPES OF ONE CENTRAL PARK
 WEST, LLC,
 a New York limited liability company
 PRIVATE ESCAPES VILLA 304, LLC,
 a Colorado limited liability company
 PRIVATE ESCAPES PLATINUM OF COPPER
 MOUNTAIN, LLC,
 a Colorado limited liability company
 PRIVATE ESCAPES PLATINUM KIAWAH, LLC,
 a Colorado limited liability company
 PRIVATE ESCAPES PLATINUM CURRITUCK,
 LLC, a Colorado limited liability company
 PRIVATE ESCAPES PLATINUM LA COSTA,
 LLC, a Colorado limited liability company
 PRIVATE ESCAPES PLATINUM CABO, LLC,
 a Colorado limited liability company
 PRIVATE ESCAPES PLATINUM ONE
 CENTRAL PARK WEST, LLC,
 a New York limited liability company
 PRIVATE ESCAPES PLATINUM TCI, LLC,
 a Colorado limited liability company
 PRIVATE ESCAPES PLATINUM TELLURIDE,
 LLC, a Colorado limited liability company
 PRIVATE ESCAPES PLATINUM CHICAGO,
 LLC, a Colorado limited liability company
 PRIVATE ESCAPES LINK, LLC
 a Colorado limited liability company

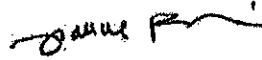
ULTIMATE RESORT, LLC,
a Florida limited liability company
ULTIMATE RESORT HOLDINGS, LLC,
a Delaware limited liability company
UE HOLDCO, LLC,
a Delaware limited liability company
UE MEMBER, LLC,
a Delaware limited liability company
ULTIMATE ESCAPES CLUBS, LLC,
a Delaware limited liability company
ULTIMATE ESCAPES ELITE CLUB, LLC,
a Delaware limited liability company
ULTIMATE ESCAPES SIGNATURE CLUB, LLC,
a Delaware limited liability company
ULTIMATE ESCAPES PREMEIRE CLUB, LLC,
a Delaware limited liability company
UE MEMBER NCS, LLC,
a Delaware limited liability company
PRIVATE ESCAPES PLATINUM LINK, LLC,
a New York limited liability company

By: Sheon Karol
Name: Sheon Karol
Title: Chief Restructuring Officer

AGENT:
ULTIMATE ESCAPES HOLDINGS, LLC

By: 
Name: Sheon Karol
Title: Chief Restructuring Officer

BUYER:
CAPITALSOURCE FINANCE LLC

By: 
Name: Joanne Fungaroli
Title: Authorized Signatory

CAPITALSOURCE BAHAMAS LLC
By: CapitalSource International Inc., its manager

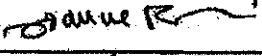
By: 
Name: Joanne Fungaroli
Title: Authorized Signatory

Exhibit A

Properties

Attached

**Ultimate Escapes Destination Club
Schedule of Bids**

Club	Address	Destination	Bid Amt.
Elite	Abaco Club on Winding Bay, Cottage #42, PO Box AB 20571, Marsh Harbour, Abaco	Abaco, Bahamas	803,000
Elite	Abaco Club on Winding Bay, Cottage #43, PO Box AB 20571, Marsh Harbour, Abaco	Abaco, Bahamas	803,000
Signature	Abaco Club on Winding Bay, Cottage #6, PO Box AB 20571, Marsh Harbour, Abaco	Abaco, Bahamas	473,000
Elite	26 Avondale Lane #506, Beaver Creek CO 81620	Beaver Creek, CO	2,250,000
Premiere	69-555 Waikoloa Beach Dr, #1201, Waikoloa, HI 96738	Big Island, HI	280,575
Premiere	69-555 Waikoloa Beach Dr, #1308, Waikoloa, HI 96738	Big Island, HI	287,100
Premiere	130 Ponderosa Court #1	Colorado	217,371
Signature	32 Masters Drive, Copper Mountain, CO 80443	Copper Mountain, CO	1,097,143
Elite	1717 South Ocean Boulevard, Delray Beach, FL 33483	Del Ray Beach, FL	2,025,000
Elite	200 Beach Trail, Indian Rocks Beach, FL 33785	Indian Rocks Beach, FL	1,425,000
Premiere	3385 West Village Dr, Unit #210/212, Teton Village, WY 83025	Jackson Hole, WY	971,500
Signature	7710 Granite Loop Road Unit #231/232, Teton Village, WY 83025	Jackson Hole, WY	1,026,285
Signature	7711 Granite Loop Road Unit #339/340, Teton Village, WY 83025	Jackson Hole, WY	1,132,950
Elite	10 Turtle Beach Lane, Kiawah Island, SC 29455	Kiawah, SC	2,100,000
Premiere	4111 Summer Duck Way, Night Heron, Kiawah Island, SC 29455	Kiawah, SC	412,875
Signature	151 Broomsedge Lane, Kiawah Island, SC 29455	Kiawah, SC	573,313
Signature	7310 Estrella de Mar Road, #7, Carlsbad, CA 92009	La Costa, CA	525,000
Premiere	78-154 Calle Norte, La Quinta, CA 92253	La Quinta, CA	307,500
Premiere	78-062 Calle Norte, La Quinta, CA 92253	La Quinta, CA	360,000
Elite	60 Luce Del Sole, Villa 3, Tramonto, Henderson, NV 89011	Lake Las Vegas, NV	210,000
Premiere	929 Northwood Blvd., #104 Third Creek, Incline Village, NV 89451	Lake Tahoe, CA	384,000
Signature	611 Caddle Ct., Incline Village, NV 89541	Lake Tahoe, CA	500,000
Elite	Cerrada de Arrecife Villa A, Cabo San Lucas, MX 23454	Los Cabos, MX	1,846,000
Elite	Cerrada de Arrecife Villa B, Cabo San Lucas, MX 23454	Los Cabos, MX	1,681,876
Elite	Esperanza, Unit 1501, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23140	Los Cabos, MX	989,200
Elite	Esperanza, Unit 1502, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23141	Los Cabos, MX	1,111,500
Elite	Esperanza, Unit 1503, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23142	Los Cabos, MX	336,000
Premiere	Villas de Oro at Pamilla Resort, Villa Rubi #C-304, Cabo San Lucas, MX	Los Cabos, MX	243,750
Premiere	Oceano Baja, #10, Cabo San Lucas, MX	Los Cabos, MX	900,000
Signature	Carretera Transpeninsular KM 27.5 - Palmilla Estates #35, Cabo San Lucas, MX 23400	Los Cabos, MX	900,000
Signature	Cabo del Sol - Las Colinas #33, Cabo San Lucas, MX 23410	Los Cabos, MX	553,125
Signature	Casa Tortuga, Las Posadas #2, Cabo San Lucas, MX 23410	Los Cabos, MX	949,346
Signature	Esperanza, Unit 1601, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23142	Los Cabos, MX	942,400
Signature	Esperanza, Unit 1602, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23143	Los Cabos, MX	1,053,000
Signature	Esperanza, Unit 1603, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23144	Los Cabos, MX	989,200
Signature	Casa Paraiso, Lot 18, Los Brisas Cabo del Sol, Los Cabos, MX	Los Cabos, MX	981,583
Signature	3084 Strada Bella Court, Naples, FL 34119	Naples, FL	535,500
Elite	Trump International Hotel & Tower, One Central Park West #300/301, New York, NY 10023	NYC, NY	2,120,000
Elite	Trump International Hotel & Tower, One Central Park West #302/303, New York, NY 10023	NYC, NY	1,891,200
Premiere	310 West 52nd Street, 29 C, New York, NY 10019	NYC, NY	1,000,000
Premiere	Trump International Hotel & Tower, One Central Park West #318, New York, NY 10023	NYC, NY	996,000
Signature	Trump International Hotel & Tower, One Central Park West #1222, New York, NY 10023	NYC, NY	1,003,392
Signature	Trump International Hotel & Tower, One Central Park West #308, New York, NY 10023	NYC, NY	1,375,258
Premiere	830 Hunt Club Drive, Corolla, NC 27927	Outer Banks, NC	472,500
Signature	817 Hunt Club Drive, Corolla, NC 27927	Outer Banks, NC	307,500
Premiere	Casa 12 Estrella del Mar, La Playa Estates, Costa Banderas, Nayarit, MX 63732	Punta Mita, MX	525,000
Premiere	1070 Carolyn's Place, Reynolds Plantation, Greensboro, GA 30642	Reynolds Plantation, GA	459,000
Elite	10040 East Happy Valley Road, Lot 400, Mountain Laurel, Scottsdale, AZ 85255-2330	Scottsdale, AZ	910,000
Elite	The Rocks Club Villa #114, 27440 N. Alma School Road, Scottsdale, AZ 85262-2330	Scottsdale, AZ	850,000
Signature	8148 East Highpoint Drive, Scottsdale, AZ 85262	Scottsdale, AZ	389,000
Elite	C-5-B-19 Estate Lovenlund (Mahogany Run), St. Thomas, Virgin Islands	St. Thomas, Virgin Islands	765,000
Premiere	1463 Flat Top Circle #311, Steamboat Springs, CO 80487	Steamboat Springs, CO	330,000
Signature	3012 Mountaineer Circle, Unit 13B	Steamboat Springs, CO	720,000
Elite	30 Mackenzie Lane, Ketchum, ID 83340	Sun Valley, ID	1,708,275
Elite	116 Howard Drive, Unit 2, Ketchum, ID 83340	Sun Valley, ID	1,215,000
Signature	457 Mountain Village, Mountain Lodge Cabin 4, Mountain Village, CO 81435	Telluride, CO	1,097,143
Signature	458 Mountain Village, Mountain Lodge Cabin 8, Mountain Village, CO 81435	Telluride, CO	1,020,000
	Borgo di Vaghi, Toscana, Tuscany, Italy		592,025
			\$ 52,703,363

EXHIBIT A-2

AGREEMENT OF SALE AND PURCHASE

This **AGREEMENT OF SALE AND PURCHASE** (this "Agreement"), dated as of October 21, 2010, is by and among: (i) Laurence Development LP, an Ontario limited partnership, or any of its designees (collectively, "Buyer"); (ii) each of the Persons named as sellers on the signature pages hereto (individually, each a "Seller", and collectively, the "Sellers"); and (iii) Ultimate Escapes Holdings, LLC, as agent for the Sellers (in such capacity, the "Agent"). Buyer, Sellers, and Agent are individually referred to as a "Party" and collectively referred to as the "Parties". Defined terms used and not defined elsewhere in this Agreement have the meanings ascribed to them in Article 1.

RECITALS

- A. On September 20, 2010 (the "Petition Date"), (i) the Sellers, the Agent, and certain of their Affiliates filed voluntary petitions initiating cases (the "Cases") under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court, District of Delaware (the "Bankruptcy Court") and (ii) the Sellers filed the Sale Motion (defined below) which included as an attachment that certain Agreement of Sale and Purchase dated as of September 13, 2010 (the "Original Agreement").
- B. Buyer desires to purchase, and Sellers desires to sell, certain assets owned by the Sellers pursuant to Section 363 of the Bankruptcy Code in accordance with, and subject to, the terms and conditions of this Agreement.

AGREEMENT

In consideration of the premises and of the mutual representations, warranties, promises, and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, it is hereby agreed by the Sellers, the Buyer, and, to the extent applicable, the Agent, as follows:

ARTICLE 1

CERTAIN DEFINITIONS

Section 1.1. Definitions. The Parties agree that the following terms shall have the meanings hereinafter set forth, such definitions to be applicable equally to the singular and plural forms, and to the masculine and feminine forms, of such terms:

1.1.1. "\$" shall mean United States Dollars.

1.1.2. "Action" shall have the meaning ascribed in Section 10.15.

1.1.3. "Affiliate" shall mean, with respect to any given Person, any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such given Person. For the purposes of this definition, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and

policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have the meanings correlative to the foregoing.

1.1.4. "Agreement" shall mean this Agreement, as the same may be amended, modified, or supplemented from time to time in writing by Buyer and the Agent (on behalf of the Sellers).

1.1.5. "Allocation Schedule" shall have the meaning ascribed in Section 2.3.

1.1.6. "Assumed Properties" shall mean the properties described on Schedule 6.3(c).

1.1.7. "Assumed Property Liens" shall mean Liens on the Assumed Properties.

1.1.8. "Bankruptcy Code" shall have the meaning ascribed in the Recitals.

1.1.9. "Bankruptcy Court" shall have the meaning ascribed in the Recitals.

1.1.10. "Bid Procedures Motion" shall mean that certain Motion, Pursuant to Section 105(a), 363(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014 and Local Rules 2002-1 and 6004-1, Requesting Entry of Order: (A) Approving Bid Procedures Relating to Sale of the Debtors' Assets; (B) Scheduling a Hearing to Consider the Sale; (C) Approving the Form and Manner of Notice of Sale by Auction; (D) Establishing Procedures for Noticing and Determining Cure Amounts; and (E) Granting Related Relief, filed by Sellers with the Bankruptcy Court on September 20, 2010.

1.1.11. "Bid Procedures Order" shall mean an order of the Bankruptcy Court, in substantially the form attached as an exhibit to the Bid Procedures Motion, approving the bid procedures substantially in the form attached to the Bid Procedures Motion.

1.1.12. "Bill of Sale" and "Bills of Sale" shall have the meanings ascribed in Section 8.2.2.

1.1.13. "Books and Records" shall mean all data, books, records, manuals, documents, correspondence, sales and credit reports, literature, brochures, advertising material and the like incidental to or used in the Sellers' business or relating to the Owned Properties and the Assumed Properties, including, without limitation, (i) service and warranty records; (ii) sales and credit records, catalogs and brochures relating to the Sellers' business, sales support and promotion materials, creative materials, art work, photographs, public relations and advertising material, studies, reports, shipping materials, office supplies and materials, sales and marketing files correspondence and other similar documents and records used in the Sellers' business, whether in electronic form or otherwise; (iii) all client, customer, membership (including Sellers' current or former vacation club members any lists of leads that Sellers currently have developed) and supplier lists, files, order information, telephone numbers, addresses and electronic mail addresses and the other information with respect to past, present or prospective clients, customers, members and suppliers incidental to or used in the Sellers' business; (iv) accounting

records; (v) cost and pricing information; and (vi) sales and credit records, purchasing records, records relating to suppliers and other records relating to the Sellers' business.

1.1.14. "Buyer Indemnified Party" shall have the meaning ascribed in Section 10.2(a).

1.1.15. "CapSource" shall mean CapitalSource Finance LLC, as agent for CapitalSource Bank, and any Affiliate thereof.

1.1.16. "Claim" shall have the meaning set forth in Section 101(5) of the Bankruptcy Code.

1.1.17. "Closing" shall have the meaning ascribed in Section 8.1.

1.1.18. "Closing Date" shall have the meaning ascribed in Section 8.1.

1.1.19. "Closing Statement" shall have the meaning ascribed in Section 8.4.1.

1.1.20. "Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

1.1.21. "Demeure" shall mean Demeure Operating Company Limited, an Ontario corporation.

1.1.22. "Demeure Club" shall mean Buyer's private travel club program, commonly known as the "Demeure Club".

1.1.23. "Deposit" means \$1,462,290.00.

1.1.24. "Due Diligence" shall have the meaning ascribed in Section 3.1.

1.1.25. "Environmental Laws" shall mean all foreign, federal, state and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances, and regulations issued by any Governmental Entity with respect to or which otherwise pertain to or affect the Owned Properties, Assumed Properties, Leased Properties or any portion thereof, the use, ownership, occupancy, or operation of the Owned Properties, Assumed Properties, Leased Properties or any portion thereof, or any owner of the Owned Properties, Assumed Properties, Leased Properties, and as same have been amended, modified, or supplemented from time to time, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), the Superfund Amendment Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.), comparable foreign, federal, state and

local laws, and any and all rules and regulations which have become effective prior to the date of this Agreement under any and all of the aforementioned laws.

1.1.26. "Escrow Agent" shall mean Ultimate Escapes Holdings, LLC, debtor-in-possession, by and through CRG Partners Group, LLC.

1.1.27. "Excluded Assets" shall refer to any assets owned by any of the Sellers that are not Purchased Assets and shall include (i) all of Sellers' rights under any executory contracts including the agreements between Sellers and their club members and (ii) any equity interests held by Sellers that are not listed on Exhibit B.

1.1.28. "Final Order" shall refer to an order or judgment of any Governmental Entity as to which the time to file an appeal, a motion for rehearing or reconsideration (excluding any motion under F.R.C.P. 60(b)) or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

1.1.29. "Governmental Entity" shall mean: (i) any federal, state, county, local, municipal or foreign governmental or administrative agency or political subdivision thereof; (ii) any governmental authority, board, bureau, commission, department or instrumentality; and (iii) any court or administrative tribunal.

1.1.30. "Hazardous Materials" shall mean any pollutants, contaminants, hazardous or toxic substances, materials or wastes (including petroleum, petroleum by-products, radon, asbestos and asbestos containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing equipment, radioactive elements, infectious agents, and urea formaldehyde), as such terms are used in any Environmental Laws.

1.1.31. "Incremental Costs" shall mean, for any period of time, the amount, if any, by which the aggregate actual amount of Sellers' employee salary expense during such period exceeds the projected amount of Sellers' employee salary expense during such period according to its so-called "wind down" budget, as reflected on information provided to Buyer by Sellers on or about the date hereof. Incremental Costs shall not include severance or bonus pay or benefits payable to or on behalf of such employees.

1.1.32. "Individual Property" shall mean: (i) each of the parcels of land and appurtenances thereto more particularly described on Exhibit A hereto (including, without limitation, all rights-of-way, open or proposed streets, alleys, easements, strips, or gores of land adjacent thereto); (ii) the buildings, improvements, and structures located on such parcels of land and fixtures which are located at and affixed to any of such buildings, improvements, and structures; and (iii) all tangible and intangible assets and personal property of any nature relating to any of the foregoing property (including without limitation: (A) the Personal Property associated with such Individual Property; (B) all warranties upon the improvements or the Personal Property associated with such Individual Property; (C) rights to any plans, specifications, engineering studies, reports, drawings, and prints relating to the construction, reconstruction, modification, and alteration of improvements; and (D) the Licenses associated with such Individual Property).

1.1.33. "Individual Property Value" shall have the meaning ascribed to such term in Section 10.3.1.

1.1.34. "Intellectual Property" shall mean that Personal Property described on Exhibit B as the "Intellectual Property" and all other intellectual property that any Seller owns, licenses or uses including, but not limited to, any works of authorship, inventions (whether patentable or not), invention disclosures, industrial models, industrial designs, utility models and certificates of invention, designs (including without limitation graphics, label and artistic designs), all United States and foreign patents and patent applications (including provisional patent applications), including all U.S., foreign and PCT related applications continuations, continuations-in-part, divisionals, RCEs, CPAs, reexaminations, reissues and the like), trademarks, trade names, service marks, copyrights, and any applications for such trademarks, trade names, service marks and copyrights, all names, designs, business and product names and logos together in all cases with related intangible value, franchises, franchise rights, domain names, pricing and cost information, business and marketing plans and proposals and other trade secrets, schematics, technical information, technology, manufacturing and engineering information, know-how, and computer software programs or applications, source codes, object codes and tangible or intangible proprietary information or material.

1.1.35. "Knowledge" or "Sellers' Knowledge" shall mean the actual knowledge, after a reasonable and good faith investigation of any specified matter, of Jim Tousignant, Phil Callaghan, Jeff Sparks and Sheon Karol.

1.1.36. "Lease Covenant" shall mean a covenant in the lease of the Leased Properties described in Section 7.1.10, whereby Demeure, as lessee under such lease, shall covenant and agree that (a) it will have unencumbered cash (i) as of Closing (after giving effect thereto), of not less than \$7,500,000, (ii) as of the first anniversary of the commencement date for the lease, of not less than \$5,000,000, (iii) as of the second anniversary of the lease, of not less than \$3,500,000, and (iv) at all other times after the Closing, of not less than \$2,500,000; and (b) without the prior written consent of the lessor under such lease (which consent shall not be unreasonably withheld), it shall not make any Restricted Payments.

1.1.37. "Lease Deposit" shall have the meaning ascribed to such term in Section 7.1.10(f).

1.1.38. "Leased Properties" shall mean, collectively, those properties described on Exhibit C attached hereto, including all fixtures, furniture and furnishings pertaining thereto.

1.1.39. "Liabilities" shall mean all liabilities and obligations (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including all liabilities for Taxes with respect to periods prior to the Closing Date (including periods prior to the Petition Date).

1.1.40. "Licenses" shall mean, collectively, to the extent assignable, all licenses, permits, approvals, certificates of occupancy, dedications, subdivision maps and entitlements now or hereafter issued, approved or granted by any Governmental Entity (each, a "Permit"), in

each case, with respect to any of the Purchased Assets; provided, however, that, to the extent that Sellers have any right, title, or interest in any Permit that is not issued in the name of Sellers then, to the extent assignable, the definition of Licenses will also include such Permits.

1.1.41. "Lien" or "Liens" means any lien (statutory or otherwise), hypothecation, encumbrance, Claim, security interest, interest, mortgage, deed of trust, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, covenant, encroachment, option, right of recovery, Tax (including foreign, federal, state and local Tax), order of any Governmental Entity, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, (iii) any claim based on any theory that Buyer is a successor, transferee or continuation of any Seller and (iv) any leasehold interest, license or other right, in favor of a third party or any Seller, to use the any of the Purchased Assets or any portion thereof, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

1.1.42. "Losses" shall have the meaning ascribed in Section 10.2(a).

1.1.43. "Mexico Leased Properties" means, collectively, those fourteen (14) Leased Properties that are identified on Exhibit C as being located in Mexico.

1.1.44. "Nevis Leased Properties" means, collectively, those seven (7) Leased Properties that are identified on Exhibit C as being located in Nevis.

1.1.45. "Notice Period" shall mean the period commencing with the Agent's or Sellers' providing written notice to Buyer of the occurrence of the damage or destruction or the commencement of condemnation proceedings affecting an Individual Property, and ending on the earlier of (a) ten (10) days after such notice has been delivered to Buyer, and (b) the Outside Date.

1.1.46. "Owned Properties" shall mean, collectively, the Individual Properties.

1.1.47. "Permitted Liens" shall mean, with respect to any Owned Property or Assumed Property, those Liens that do not primarily secure a payment obligation and which do not have a material adverse effect upon the ability of the owner of such property to operate it substantially in accordance with Sellers' past business practices.

1.1.48. "Permitted Outside Parties" shall have the meaning ascribed in Section 3.4.

1.1.49. "Person" means any individual, any corporation, limited liability company, partnership, or other entity, and any Governmental Entity.

1.1.50. "Personal Property" shall mean (i) the tangible personal property which is located at and used in connection with any of the Owned Properties, including, but not limited to all furniture, fixtures and equipment located at and used in connection with any of such Owned Properties; (ii) all of Sellers' Books and Records relating to the Owned Properties, (iii) all

Intellectual Property relating to the Owned Properties, the Assumed Properties, the Purchased Assets, the Leased Properties or the Unleased Properties, and (iv) the property listed on Exhibit B hereto.

1.1.51. "Proration Items" shall have the meaning ascribed in Section 8.4.1.

1.1.52. "Proration Time" shall have the meaning ascribed in Section 8.4.1.

1.1.53. "Purchase Price" shall have the meaning ascribed in Section 2.2.

1.1.54. "Purchased Assets" shall mean: (i) the Owned Properties; (ii) all Personal Property; (iii) any and all rights and remedies of Sellers with respect to the policies of insurance that relate to the Owned Properties or any other Purchased Assets; and (iv) one hundred percent (100%) of the equity interests of Private Escapes TCI, Ltd., as identified on Exhibit B, which is owned by Private Escapes Platinum TCI, LLC.

1.1.55. "Qualified Bid" shall have the meaning ascribed to it in the Bid Procedures attached to the Bid Procedures Order.

1.1.56. "Restricted Payments" shall mean any (a) payments in respect of dividends or distributions, (b) any loans or extensions of credit, regardless whether to an Affiliate or third party, or (c) any other transactions with any Affiliate, unless the charges for such transactions are at commercially reasonable rates for the services provided (or more favorable to Demeure).

1.1.57. "Sale Motion" shall mean that certain Motion, Pursuant to Sections 105(a), 363(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014 and Local Rules 2002-1 and 6004-1, Requesting Entry of Order: (A) Approving Asset Purchase Agreement and Authorizing the Sale of Substantially all of the Debtors' Assets Outside the Ordinary Course of Business; (B) Authorizing the Sale of Assets Free and Clear of all Liens, Claims, Interests and Encumbrances; and (C) Granting Related Relief filed by Sellers with the Bankruptcy Court on September 20, 2010.

1.1.58. "Sale Order" shall mean an order entered by the Bankruptcy Court, in substantially the form attached as an exhibit to the Sale Motion and otherwise reasonably satisfactory to Buyer, approving the transactions contemplated by this Agreement with the Buyer or, as the context requires, with a third-party.

1.1.59. "Seller Indemnified Party" shall have the meaning ascribed in Section 10.2(b).

1.1.60. "Solicitation Period" shall mean the thirty (30) day period commencing on the date that the Sale Order is entered.

1.1.61. "Surviving Provisions" shall mean those provisions of this Agreement that shall survive the termination of this Agreement or the Closing, as the case may be, whether expressly stated or not, including, without limitation, Sections 3.4, 6.2, 6.3(b), 6.3(c), 6.6, 8.4.1, 10.12, 10.14 and 10.15 (taking into account express limitations contained herein on the duration of such survivability).

1.1.62. "Tax" means any tax, charge or assessment by or liability to any Governmental Entity, including, but not limited to, any deficiency, interest or penalty.

1.1.63. "Tax Return" means any return, report or declaration filed with or submitted to any Governmental Entity in connection with the assessment, collection or payment of any Tax.

1.1.64. "Title Company" shall mean Fidelity National Title Insurance Company.

1.1.65. "Title Policy" and "Title Policies" shall have the meanings ascribed in Section 7.1.4.

1.1.66. "Unleased Properties" shall mean, collectively, the properties described on Exhibit D attached hereto, including all fixtures, furniture and furnishings pertaining thereto.

Section 1.2. Rules of Construction. Article and Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. All references to "Articles" or "Sections" without reference to a document other than this Agreement, are intended to designate articles and sections of this Agreement, and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Article or Section, unless specifically designated otherwise. The use of the term "including" shall mean in all cases "including but not limited to," unless specifically designated otherwise. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

ARTICLE 2

AGREEMENT OF PURCHASE AND SALE; PURCHASE PRICE

Section 2.1. Agreement of Purchase and Sale. Sellers agree to sell, transfer, assign, and convey to Buyer, and Buyer agrees to purchase and accept, subject to the terms and conditions of this Agreement, good and marketable title in and to the Purchased Assets, in each case, free and clear of all Liens and Claims other than Permitted Liens.

Section 2.2. Deposit; Purchase Price. Buyer has previously deposited the Deposit with Escrow Agent. The Deposit shall be held in an interest-bearing account and not commingled with any other funds. Interest earned on the Deposit shall become part of the Deposit. Subject to any adjustment as provided herein or in the Bid Procedures, Buyer shall pay Sellers an aggregate purchase price for the Purchased Assets of \$14,305,670.00 (the "Purchase Price"), which such amount shall be paid in cash.

Section 2.3. Allocation of Purchase Price. The Parties intend that the transactions contemplated by this Agreement shall be treated for tax purposes as a taxable purchase. Within sixty (60) days after the Closing Date, Buyer will deliver to the Agent a schedule allocating the Purchase Price in accordance with Section 1060 of the Code (the "Allocation Schedule"), which Allocation Schedule may be amended to the extent, and in a manner consistent with any adjustment to the Proration Items based on actual figures received.

Section 2.4. No Liabilities Assumed. Sellers acknowledge and agree that pursuant to the terms and provisions of this Agreement, Buyer shall not assume, and shall not be deemed to have assumed, any debt, Claim, obligation or other Liability of any Seller whatsoever, except to the extent (a) it assumes indebtedness secured by Assumed Property Liens pursuant to Section 6.3(c), (b) agrees to pay Incremental Costs pursuant to Section 6.7, or (c) agrees to pay certain salary expenses of Sellers pursuant to Section 9.1.1.

Section 2.5. Borgo di Vagli. For purposes of this Agreement, the property described as "Borgo di Vagli" is included as an Individual Property and thereby included in the terms "Owned Properties" and "Purchased Assets", but the Sellers and Buyer recognize that, any provisions of this Agreement to the contrary notwithstanding, such property may be conveyed by Sellers to Buyer, with Buyer acting as a designee of CapSource pursuant to CapSource's rights under the Sale Order. In such event, \$592,025 of the Purchase Price will be paid directly by Buyer to CapSource.

ARTICLE 3

BUYER'S DUE DILIGENCE / CONDITION OF THE PROPERTIES AND THE PURCHASED ASSETS

Section 3.1. Buyer's Inspections and Due Diligence. Sellers acknowledge that Buyer shall have the ability to conduct its examinations, inspections, testing, studies and investigations (collectively, "Due Diligence") of the Owned Properties, the Assumed Properties, Purchased Assets and the Leased Properties. Buyer may conduct such Due Diligence as it deems necessary or appropriate, and examine and investigate to its full satisfaction all facts, circumstances, and matters relating to the Owned Properties, Assumed Properties, Leased Properties and all other Purchased Assets (including the physical condition and use, availability and adequacy of utilities, access, zoning, compliance with applicable laws, environmental conditions, engineering and structural matters), title and survey matters, and any other matters it deems necessary or appropriate for purposes of consummating this transaction.

Section 3.2. Delivery Period. On or before the date which is ten (10) business days after the date hereof (or, with respect to item (vii) below, within five (5) business days after Buyer's request), Sellers shall deliver (or make available to Buyer) to Buyer the following items for each Individual Property (each to the extent within the possession or control of Sellers): (i) an existing as-built ALTA survey (each, a "Survey" and, collectively, the "Surveys"); (ii) copies of all service contracts relating thereto; (iii) copies of existing engineering studies and existing environmental audits prepared by third parties in connection therewith; (iv) the Licenses; (v) an inventory of the Purchased Assets; (vi) a copy of Sellers' existing policies of title insurance relating to the Owned Properties and Leased Properties; and (vii) such other information as Buyer may reasonably request. Sellers shall use reasonable efforts to cause the owners of the Assumed Properties to deliver to Buyer the foregoing information as it relates to the Assumed Properties (each to the extent within the possession or control of such owners).

Section 3.3. Site Visits. Buyer and its Permitted Outside Parties shall have reasonable access to the Owned Properties for purposes of conducting Due Diligence. Sellers will use reasonable efforts to cause the owners of the Leased Properties and the Assumed Properties to

provide Buyer with access to the Leased Properties and Assumed Properties for purposes of conducting Due Diligence in respect thereof. Sellers may accompany Buyer on any of Buyer's site visits to an Owned Property, Assumed Property or Leased Property. Buyer will provide Sellers with reasonable prior notice of any such site visits, and conduct its Due Diligence so as to minimize, to the extent reasonably possible to do so, any interference with the operations and occupancy of the foregoing properties. Buyer and all Permitted Outside Parties shall, in performing such Due Diligence, use its best efforts to comply with any and all laws, ordinances, rules, and regulations applicable to such properties and the Purchased Assets and will not engage in any activities which would violate any License or Environmental Laws or any other applicable laws

Section 3.4. Confidentiality. Buyer agrees that any information obtained by Buyer or its Affiliates, lenders, investors, attorneys, accounts, and other advisors (collectively, the "Permitted Outside Parties") in the conduct of its Due Diligence shall be treated as confidential pursuant to Section 10.12 of this Agreement and shall be used only to evaluate the acquisition of the Owned Properties, Assumed Properties, Leased Properties and other Purchased Assets from Sellers and other transactions contemplated by this Agreement.

Section 3.5. Maintenance of Properties. Sellers covenant and agree with Buyer that Sellers will, from the date hereof until the earlier of (a) the Closing Date, (b) the date of termination of this Agreement, or (c) with respect to the Leased Properties, the date on which CapSource acquires the Leased Properties: (i) maintain each of the Owned Properties, Leased Properties and other Purchased Assets in order to keep such properties and Purchased Assets in such condition as they were in as of the Petition Date, subject to ordinary wear and tear; (ii) maintain, at Sellers' expense, all risk coverage insurance on the Owned Properties, the Purchased Assets and the Leased Assets in an amount equal to the full replacement value thereof; (iii) use reasonable best efforts to cause the owners of the Assumed Properties to maintain each of the Assumed Properties and to keep such Assumed Properties in such condition as they were in as of the Petition Date, subject to ordinary wear and tear; and (iv) use reasonable best efforts to cause the owners of the Assumed Properties to maintain, at their expense, all risk coverage insurance on the Assumed Properties in an amount equal to the full replacement value thereof.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLERS

Section 4.1. Representations and Warranties of Sellers. Each of the Sellers hereby represents and warrants to Buyer as follows:

(a) **Status.** Each of the Sellers is a limited liability company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Each of the Sellers is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required.

(b) **Authority.** Subject to any necessary authorization from and the jurisdiction of the Bankruptcy Court, each of the Sellers has all requisite power and authority to own its properties and assets and to carry on its business as it is now being conducted. After

giving effect to the Sale Order, the execution and delivery of this Agreement and the performance of Sellers' obligations hereunder have been or will be duly authorized by all necessary action on the part of Sellers, and this Agreement constitutes the legal, valid and binding obligation of Sellers, subject to equitable principles and principles governing creditors' rights generally.

(c) Non-Contravention. After giving effect to the Sale Order, the execution and delivery of this Agreement by Sellers and the consummation by Sellers of the transactions contemplated hereby will not: (i) violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Entity; (ii) conflict with, result in a breach of, or constitute a default under the organic documents of Sellers; or (iii) to Seller's Knowledge, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which any of the Sellers is a party or by which they are bound or to which any of their respective assets are subject (or result in the imposition of any lien upon any of their respective assets), except where the violation, breach, default, acceleration, termination, modification, cancellation, failure to give notice or lien would not be materially adverse to any Individual Property, or the ability of the Sellers to consummate the transactions contemplated by this Agreement.

(d) Suits and Proceedings. Except as set forth on Schedule 4.1(d) and except for objections to the Sale Motion filed by parties in interest, there are no actions, suits, investigations or proceedings pending or, to the Sellers' Knowledge, threatened, against or involving the Sellers, the Purchased Assets, the Assumed Properties or the Leased Properties. Except as set forth on Schedule 4.1(d), there are no outstanding orders, rulings, decrees, judgments, or stipulations to which the Sellers are a party or by which the Sellers, any of the Purchased Assets, the Assumed Properties or any of the Leased Properties are bound, by or with any court, arbitrator or administrative agency, which would prohibit the transactions contemplated by this Agreement.

(e) Non-Foreign Entity. None of the Sellers is a "foreign person" or "foreign corporation" as those terms are defined in the Code and the regulations promulgated thereunder.

(f) Consents. After giving effect to the Sale Order, no consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Sellers or the performance by Sellers of the transactions contemplated hereby (other than consents and authorizations that may be required in connection with the transfer of the Assumed Properties for Buyer to assume obligations secured by Assumed Property Liens or to have such obligations reinstated).

(g) Compliance with Laws. Except as set forth on Schedule 4.1(g), to the Sellers' Knowledge, the Sellers have complied in all material respects with all laws, regulations, rules, orders, judgments, decrees and other requirements imposed by federal, state, and local Governmental Entities applicable to them in the operation or ownership of the Owned Properties, Leased Properties, the Assumed Properties and the other Purchased Assets (the "Applicable Laws").

(h) Environmental Matters. Except as set forth on Schedule 4.1(h): (a) there have been and are no past or present actions, activities, circumstances, conditions, events or incidents, including, without limitation, the release, emission, discharge, presence or disposal of any Hazardous Materials on any of the Owned Properties, Leased Properties or Assumed Properties or any other property that could reasonably form the basis of any environmental claim against the Sellers or against any Person whose liability for any environmental claim Sellers have or may have retained or assumed either contractually or by operation of law; or (b) there has been no violation of any Environmental Law which could have a material adverse effect on Sellers or any of the Purchased Assets. Except as set forth on Schedule 4.1(h), the Sellers have not received any actual or threatened order, notice or other written communication from any Governmental Entity with respect to any of the Owned Properties, Leased Properties, Assumed Properties or any other Purchased Assets of any actual or potential violation or failure to comply with any Environmental Law.

(i) Properties. Sellers have good and marketable title to and lawful ownership of the Owned Properties, Leased Properties and the Purchased Assets (other than the Assumed Properties), free and clear of all Liens (other than Permitted Liens and those Liens and Claims which, pursuant to the Sale Order, will attach solely to the Purchase Price). Sellers have made available to Buyer true and complete copies of all certificates of occupancy for each of the Owned Properties, Assumed Properties and Leased Properties and a copy of any variance granted with respect to such properties pursuant to applicable zoning laws or ordinances, to the extent in the possession or control of Sellers. Except as set forth on Schedule 4.1(i), Sellers have not received any written notice from any Governmental Entity with respect to the ownership or use of each of the Owned Properties, Leased Properties, Assumed Properties or any other Purchased Assets that might adversely affect the rights of Buyer in such properties or Purchased Assets.

(j) Zoning. To the Sellers' Knowledge: (i) each of the Owned Properties, Leased Properties and Assumed Properties complies in all material respects with all applicable zoning, building, fire and safety codes or regulations, (ii) there is no plan, study or effort by any Governmental Entity to alter or change the zoning of any of the foregoing properties; and (iii) Sellers' use of the foregoing properties complies with all applicable homeowners' or condominium association rules, regulations, codes, or declarations and Sellers' have not received any notices from any homeowners' associations, condominium associations, or similar entities regarding Sellers' use of the foregoing properties in the conduct of their respective businesses.

(k) Rights of Use and Occupancy. Sellers have the exclusive right of use and occupancy of the Owned Properties, Leased Properties and Assumed Properties. To Seller's Knowledge, there are no contracts or agreements to which any of the Sellers is a party or by which any of the Owned Properties, Leased Properties or Assumed Properties is bound, granting to any person the right of use or occupancy of any portion of any of such properties. To Seller's Knowledge, all water, sewer, gas, electric, telephone and drainage facilities and all other utilities and public and quasi-public improvements upon or adjacent to the Owned Properties, Leased Properties and Assumed Properties required by law or for the normal operation of such properties are available and are or were adequate for Sellers' use of such properties. To Seller's Knowledge, the heating, ventilation, air conditioning, sewer, water, plumbing, electrical, gas, and other mechanical systems on the Owned Properties, Leased Properties and Leased Properties are

in good working order and no repairs with respect thereto are required for the operation of the such properties. To Seller's Knowledge, no material repairs are required to the roof, foundation exterior walls, floors, ceilings or supporting members of the any of the Owned Properties, Leased Properties or Assumed Properties, and, without limiting the generality of the foregoing, there are no defects in any of such properties which materially affect the use of such properties.

(l) Purchased Assets; Leased Properties. After giving effect to the Sale Order, at Closing, Sellers will transfer and convey to Buyer good and marketable title to the Purchased Assets, free and clear of all Liens other than Permitted Liens. The Owned Properties, Assumed Properties and Leased Properties and Personal Property associated with such properties are in good operating condition and repair, normal wear and tear excepted, and have been maintained in accordance with all applicable specifications and warranties and normal industry practice.

(m) Taxes. Each Seller has filed or caused to be filed, within the times and within the manner prescribed by law, all federal, provincial and local tax returns and tax reports which are required to be filed by such Seller. Such returns and reports reflect accurately all liability for taxes of such Seller for the periods covered thereby. All federal, provincial, state and local income, profits, sales, use, occupancy, excise and other taxes, assessments and reassessments (including interest and penalties) payable by, or due from, such Seller have been fully paid or adequately disclosed and fully provided for on Schedule 4.1(m) and/or the books and records of Sellers. There is not pending any appeal or contested assessment by Sellers in respect of any taxes or assessments. Without limiting the foregoing there are no actions, suits or other proceedings or investigations or claims in progress, pending or, to Seller's knowledge threatened against any Seller in respect of any taxes, governmental charges or assessments and, in particular, to Seller's Knowledge, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any governmental authority relating to any such taxes, governmental charges and assessments that are not otherwise going to be paid. Sellers have withheld and remitted all amounts required to be withheld and remitted by them in respect of any taxes, or will remit such amounts promptly after Closing.

(n) Brokers. Sellers and the Agent hereby represent and warrant to Buyer that they did not employ or use any broker or finder to arrange or bring about this transaction, and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement.

(o) AS IS, WHERE IS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT: (I) THE SELLERS EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE, QUALITY OR PROSPECTS OF THE OWNED PROPERTIES, LEASED PROPERTIES, ASSUMED PROPERTIES AND THE OTHER PURCHASED ASSETS; AND (II) THE SELLERS SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO OWNED PROPERTIES, LEASED PROPERTIES, ASSUMED PROPERTIES AND THE OTHER PURCHASED ASSETS, IT BEING UNDERSTOOD THAT SUCH SUBJECT ASSETS ARE BEING ACQUIRED "AS IS, WHERE IS" ON THE CLOSING DATE, AND IN

THEIR PRESENT CONDITION, AND BUYER SHALL RELY ON ITS OWN EXAMINATION AND INVESTIGATION THEREOF.

ARTICLE 5

Section 5.1. Buyer's Representations and Warranties. Buyer represents and warrants to Sellers the following:

(a) Status. Buyer is a limited partnership, duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Buyer is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required.

(b) Authority. After giving effect to the Sale Order, the execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been or will be duly authorized by all necessary action on the part of Buyer and this Agreement constitutes the legal, valid and binding obligation of Buyer, subject to equitable principles and principles governing creditors' rights generally.

(c) Non-Contravention. After giving effect to the Sale Order, the execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby will not violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Entity or conflict with, result in a breach of, or constitute a default under the organic documents of Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Buyer is a party or by which it is bound.

(d) Consents. After giving effect to the Sale Order, no consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Buyer or the performance by Buyer of the transactions contemplated hereby.

(e) Brokers. Buyer hereby represents and warrants to Sellers that it did not employ or use any broker or finder to arrange or bring about this transaction, and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement.

(f) Unencumbered Funds of Buyer. At the time of the Closing (after giving effect thereto), Demeure will have unencumbered funds of not less than \$7,500,000.00.

ARTICLE 6

ADDITIONAL COVENANTS

Section 6.1. Bankruptcy Matters. Sellers will use their reasonable best efforts to have the Bankruptcy Court enter the Sale Order (in substantially the form attached to the Sale Motion)

as soon as practicable. Buyer shall use its commercially reasonable efforts to assist Sellers in obtaining the Sale Order, including providing testimony as required at any hearing before the Bankruptcy Court.

Section 6.2. Access to Information and Facilities. Sellers shall allow Buyer and its Permitted Outside Parties to make such inspection of the Owned Properties, the Assumed Properties, the other Purchased Assets and, prior to the transfer of ownership thereof, the Leased Properties, and to inspect and make copies of Sellers' contracts, books and records and all other documents and information requested by Buyer and related to the Owned Properties, the other Purchased Assets, the Leased Properties and the Assumed Properties. Sellers covenant and agree that, after the Closing, for so long as Sellers continue to operate their businesses and maintain employees, they will provide Buyer with reasonable cooperation in order to promote an orderly and efficient transition for the operation of the Owned Properties, other Purchased Assets, Assumed Properties and Leased Properties by Buyer, including but not limited to access to Sellers' offices.

Section 6.3. Best Efforts; Further Assurances.

(a) Sellers and Buyer will use their reasonable best efforts to fulfill or obtain the fulfillment of the conditions to Closing of this Agreement and to timely obtain any and all consents required for the consummation of the transactions contemplated by this Agreement as soon as practicable.

(b) Sellers shall execute such documents and use their reasonable best efforts to take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement (including, without limitation, to put Buyer in actual possession and control of the Owned Properties and the Purchased Assets, to effectuate, record or perfect the transfer of the Owned Properties and the Purchased Assets to Buyer, to confirm the title of the Owned Properties and the Purchased Assets in Buyer, to assist Buyer in exercising rights relating thereto, to obtain all consents, approvals and authorizations of third parties, to make all filings with and give all notices to third parties which may be necessary or required in order to effectuate the transactions contemplated hereby). The obligations of Seller set forth in the first sentence of this Section 6.3(b) shall survive the Closing.

(c) Sellers shall use their reasonable best efforts to (i) obtain the agreement, permission or consent (to the extent required) of the holders of the Assumed Property Liens to: (A) Buyer's assumption of the indebtedness secured by the Assumed Property Liens, without consideration or material change in the terms of such indebtedness other than Buyer's cure of any outstanding monetary defaults, and (B) upon Buyer's cure of any outstanding monetary defaults, reinstate any such indebtedness which has previously been accelerated, and (ii) cause the owners of the Assumed Properties to sell to Buyer such (if any) of the Assumed Properties as Buyer may in its sole discretion designate, in writing, such sale to be for a purchase price, with respect to any such designated Assumed Property, in an amount equal to (and payable by) Buyer's assumption of the outstanding indebtedness secured by the Assumed Property Lien on such Assumed Property. This Section 6.3(c) shall survive the Closing for a period of one hundred eighty (180) days.

Section 6.4. Continued Effectiveness of Representations and Warranties. From the date hereof through the Closing Date, except as otherwise expressly contemplated by this Agreement, Sellers shall use reasonable best efforts to cause the representations and warranties made in this Agreement to continue to be true and correct in all material respects on and as of the Closing Date as if made on and as of the Closing Date; provided, Sellers shall not be responsible for the continued truth or accuracy of any representation or warranty in respect of any of the Leased Properties as it relates to any fact or event first existing or occurring after ownership of such Leased Properties has been transferred to CapSource. Sellers shall promptly notify Buyer and Buyer shall promptly notify Sellers of any event, condition or circumstance occurring from the date hereof through the Closing Date that would constitute a material violation or breach of any of the respective representations or warranties made by Sellers contained in this Agreement if made on such date.

Section 6.5. Buyer's Exclusive Right to Solicit Members. Commencing on the date that the Sale Order is entered, Buyer shall have the right to contact and solicit former and current member of Sellers' Ultimate Escapes vacation club for the purpose of joining the Demeure Club, and Sellers have not and shall not authorize any other party to solicit such members, subject to the rights, if any, currently held by Club Holdings to contact or solicit such members. Sellers shall provide Buyer with such information within their possession or control which is reasonably required by Buyer to contact such members. All communications by Sellers and Buyer to such members, including but not limited to solicitations by Buyer, shall be subject to the reasonable prior approval of the other party(ies).

Section 6.6. Assistance of Sellers' Employees. In furtherance of Buyer's rights under Section 6.5, Sellers agree that, during the Solicitation Period, they shall cause such of their employees as Buyer may reasonably designate to assist Buyer in its solicitation efforts in respect of former or current Ultimate Escape club members. In addition, upon entry of the Sale Order, Sellers hereby consent to Buyer's solicitation of any former or current employees of any Seller for the purpose of employing or otherwise hiring such employees.

Section 6.7. Certain Expenses of Sellers. Buyer agrees that, commencing as of the date on which the condition to closing set forth in Section 7.1.8 has been satisfied, it shall be responsible for all Incremental Costs incurred by Sellers during the period commencing on such date and continuing through the earlier of (a) the Closing Date, or (b) termination of this Agreement. In addition, in the event the Closing occurs, Buyer shall pay one-half of all Incremental Costs incurred by Sellers during the period commencing as of the date of this Agreement and continuing through the date on which the condition to closing set forth in Section 7.1.8 has been satisfied. Sellers hereby direct Buyer to make the foregoing payments to CapSource, as payments of "additional rent" pursuant to Section 7.1.10(c).

Section 6.8. Sellers' Office Lease. Sellers agree that, upon Buyer's written request, it will seek to assume Sellers' office lease for its premises in Kansas City, Missouri, and assign such lease to Buyer, for no consideration other than Buyer's payment of the amounts necessary to cure defaults under such lease (currently estimated not to exceed \$20,000) and Buyer's agreement to pay rent becoming due under such lease on and after the date of such assumption. In connection with such assignment and assumption, Sellers shall convey to Buyer all of its right,

title and interest, without representation or warranty of any kind, all furniture, fixtures and furnishings in such office.

Section 6.9. Financial Support Certificate. Within five (5) days following execution of this Agreement, Buyer shall cause each of MD Lee Holdings Ltd., and Laurence Holdings Ltd. to execute and deliver to Sellers a Financial Support Certificate substantially in the form attached hereto as Exhibit E.

ARTICLE 7

CONDITIONS TO CLOSING

Section 7.1. Buyer's Conditions. Buyer's obligation to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or written waiver on or prior to the Closing Date of all of the following conditions, any or all of which may be waived in whole or in part in writing by the Buyer:

7.1.1. Representations, Warranties, and Covenants of the Sellers. The representations and warranties of the Sellers and Agent contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, and the covenants and agreements of the Sellers and Agent to be performed on or before the Closing Date in accordance with this Agreement shall have been duly performed in all material respects. At the Closing, the Sellers and Agent will deliver to Buyer a joint certificate of an officer of each of the Sellers and Agent dated as of the Closing Date, whereby such officer certifies that the conditions set forth in this Section 7.1.1 have been satisfied.

7.1.2. Filings; Consents; Waiting Periods. All consents required for the Sellers to perform this Agreement in accordance with the Bankruptcy Code and any other Applicable Laws shall have been obtained and shall be in full force and effect on the Closing Date, and each approval or consent required under such laws to be obtained before consummation of the transaction shall have been obtained or waived and all waiting and other time periods under such laws shall have expired, lapsed or been terminated. No injunction or restraining order shall have been issued by any court of competent jurisdiction and be in effect which restrains or prohibits any material transaction contemplated hereby and no other legal restraint or prohibition preventing the consummation of any material transaction shall be in effect.

7.1.3. Entry of Sale Order By Bankruptcy Court. The Sale Order, in form reasonably acceptable to Buyer, shall have been entered by the Bankruptcy Court and shall not have been vacated, stayed, or reversed, or modified, amended, or supplemented in any manner adverse in any material respect to the Buyer. Without limiting the foregoing, the Sale Order shall approve Buyer's exclusive solicitation rights described in Section 6.5.

7.1.4. Title to Owned Properties, Leased Properties and Assumed Properties. Buyer shall not have received any information which, in its reasonable good faith judgment, leads Buyer to believe that Sellers are in material breach of any of their

representations and warranties concerning title to any of the Owned Properties, Leased Properties or Assumed Properties (and a written commitment from a nationally-recognized title insurance company shall be conclusive, but not necessary, evidence of such reasonable good faith judgment).

7.1.5. Litigation. No action, suit or other proceedings shall be pending before any Governmental Entity seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain damages in respect thereof, or involving a claim that consummation thereof would result in the material violation of any law, decree or regulation of any Governmental Entity having appropriate jurisdiction.

7.1.6. Material Adverse Change. Since the date of this Agreement, there shall not have been a material adverse change with respect to the Acquired Assets. Buyer agrees that a casualty or condemnation to or affecting any Individual Property such that, under Section 10.3.2 Buyer elects to exclude such Individual Property from the Purchased Assets, shall not constitute a "material adverse change", unless (a) after giving effect to such exclusion, more than one (1) Individual Property has been excluded from the Purchased Assets pursuant to Section 10.3.2, and (b) in Buyer's reasonable good faith judgment, the exclusion of such Individual Properties from the Purchased Assets have a material adverse effect upon Buyer's ability to execute its business plan.

7.1.7. Due Diligence. *[Intentionally Omitted]*.

7.1.8. Membership Level. Buyer or Demeure shall have received binding commitments from current or former members of Ultimate Escapes vacation club to join the Demeure Club, such that the aggregate annual travel dues payable by such members to Demeure shall not be less than \$12,000,000.

7.1.9. *[Intentionally Omitted]*

7.1.10. Leased Properties. The owner(s) of the Leased Properties shall have agreed to lease the Leased Properties, including the furniture, furnishings and fixtures attendant thereto, to Demeure, upon the following terms and conditions:

(a) the lease shall be on a "triple net" basis (provided, Buyer shall not be responsible for any structural or other repairs to the leased premises of a capital nature), with annual aggregate base rent (i) for the Nevis Leased Properties, in the amount of \$1.00, and (ii) for all other Leased Properties, in the aggregate amount of \$4,332,954.00; such rent shall be payable in advance in equal monthly installments, and subject to downward adjustment according to the base rental schedule attached as Schedule 7.1.10(a) in the event any of the Leased Properties are removed from such lease pursuant to Subparagraphs (d) and (e), below; provided, Buyer shall be entitled to a credit of \$1,550,000 against the base rent payable for the first year of the lease's term, which credit shall be applied against the base rent as and when it becomes due until such credit has been fully utilized;

(b) subject to Subparagraphs (d) and (e), below, the lease shall have a minimum term of five (5) years; provided, the foregoing notwithstanding, the leases for the Nevis Leased Properties shall have a term of one (1) year;

(c) as additional rent, there shall be due and payable (i) \$1.00 for every dollar of annual travel dues in excess of \$15,000,000 (as such number may be increased by any increase in the Demeure Club's dues schedule) from current or former members of Ultimate Escapes vacation club who join the Demeure Club during the first thirty (30) days after the commencement of the Solicitation Period, and (ii) amounts, if any, becoming payable to CapSource pursuant to Section 6.7; such additional rent shall be payable in five (5) equal annual installments, beginning on the first anniversary of the lease's commencement and each of the four (4) anniversaries thereafter; Demeure shall provide the owner/lessee with reasonably satisfactory information to verify the amount of additional rent that is due hereunder;

(d) following the date which is the earlier of (1) 180 days after the Closing Date, or (2) the filing by or against Buyer or Demeure for relief under the Bankruptcy Code or analogous foreign law, the owner/lessor will have the right, on not less than six (6) months' prior written notice to Buyer, to remove a Leased Property from the lease, provided, unless Demeure is in breach of the Lease Covenant, (i) not more than thirty percent (30%) of the Leased Properties may be so removed during the first year following the lease's commencement date, (ii) after giving effect to previous removals by owner/lessor, not more than sixty percent (60%) of the Leased Properties may be so removed during the second year following the lease's commencement date, and (iii) after giving effect to previous removals by owner/lessor, not more than ninety percent (90%) of the Leased Properties may be so removed during the third year following the lease's commencement date;

(e) following the date which is 180 days after the Closing Date, Buyer will have the right, on not less than six (6) months' prior written notice to the owner/lessor, to remove a Leased Property from the lease, provided (i) not more than thirty percent (30%) of the Leased Properties may be so removed during the first year following the lease's commencement date, (ii) after giving effect to previous removals by Buyer, not more than sixty percent (60%) of the Leased Properties may be so removed during the second year following the lease's commencement date, and (iii) after giving effect to previous lease removals by Buyer, not more than ninety percent (90%) of the Leased Properties may be so removed during the third year following the lease's commencement date;

(f) a deposit representing six (6) months of base rent payable under such lease (the "Lease Deposit") shall be made with the owners/lessors on or before the commencement of the lease's term, such Lease Deposit to be (i) held as security for Buyer's rental obligations under such lease, (ii) in cash or by one or more letters of credit, issued by a bank or other financial institution reasonably acceptable to the owner/lessor, and (iii) if in cash, interest-bearing;

(g) provided no material default exists under the lease, (i) upon the notice by the owner/lessee or Demeure of its intent to remove a Leased Property from the lease, Demeure will be entitled to recoup ~~five sixths (5/6)~~ ^{three (3/6)} of that portion of the Lease Deposit attributable to such removed Leased Property by offsetting against the base rent that becomes due and payable in respect of such removed Leased Property over the duration of the five-month period remaining until such removal becomes effective, and (ii) during the last ~~five (5)~~ ^{three (3)} months of the scheduled term of the lease, Demeure may recoup the remainder of the Lease Deposit then held by owner/lessee by offsetting against the base rent that becomes due and payable under the Lease during the remainder of the scheduled lease term; provided no material default exists under the lease, the remainder of the Lease Deposit attributable to a Leased Property shall be returned to Demeure upon the removal of such Leased Property from the lease becoming effective or the expiration of the lease, whichever is sooner;

(h) the lease of the Leased Properties shall contain the Lease Covenant and otherwise be in form and substance reasonably acceptable to the owner/lessor of such Leased Properties and Buyer and otherwise consistent with the terms and conditions described above.

The parties recognize that some or all of the Nevis Leased Properties or the Mexico Leased Properties may still be owned by a Seller or an Affiliate of Seller as of the Closing Date, in which case such Seller or Affiliate shall lease the Leased Property to Buyer on an interim basis until such Leased Property has been acquired by CapSource or other purchaser, such lease otherwise to be upon the same terms and conditions set forth in Section 7.1.10(a) and Section 7.1.10(h) described above.

7.1.11. Option to Purchase. With respect to any of the Leased Properties or Unleased Properties acquired by CapSource, Buyer shall have received options to purchase any or all of such Leased Properties and Unleased Properties within ninety (90) days after CapSource's acquisition of the same; provided, however, that any purchase of the Nevis Leased Properties shall be for all of the Nevis Leased Properties (and not any individual Nevis Leased Property). The purchase price for any such Leased Property or Unleased Property shall be as set forth on Exhibit C with respect to such Leased Property and shall be payable in cash. Any such option to purchase shall be assignable by Buyer to one or more members of the Demeure Club and shall otherwise be on such other terms and conditions as CapSource and Buyer reasonably deem acceptable.

7.1.12. Obligations Relating to Properties. Unless and to the extent not adjusted for as a credit to Buyer against the Purchase Price, Seller shall have paid or made satisfactory arrangements for the payment or settlement of all bills in respect of taxes and homeowner association dues outstanding as of the Closing Date and relating to any of the Owned Properties, other Purchased Assets and Assumed Properties, and Sellers shall have provided Buyer with satisfactory evidence of the same. The foregoing notwithstanding, Sellers shall not be required to pay any outstanding homeowner association dues in respect of any Owned Property or Assumed Property located in the United States for which the Bankruptcy Court has

issued a Final Order that such Owned Property or Assumed Property may be sold to Buyer free and clear of any Liens or Claims securing such dues.

7.1.13. Other. The Sellers shall have delivered all items and satisfied all obligations pursuant to Section 8.2.

Section 7.2. Sellers' Conditions. The Sellers' obligation to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or written waiver on or prior to the Closing Date of all of the following conditions, any or all of which may be waived in whole or in part in writing by the Agent (on behalf of the Sellers):

7.2.1. Representations, Warranties, and Covenants of Buyer. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, and the covenants and agreements of Buyer to be performed on or before the Closing Date in accordance with this Agreement shall have been duly performed in all material respects. At the Closing, Buyer will deliver to Sellers a certificate of an officer of Buyer dated as of the Closing Date whereby such officer certifies that the conditions set forth in this Section 7.2.1 have been satisfied.

7.2.2. Filings; Consents; Waiting Periods. All consents required for Sellers to perform this Agreement in accordance with the Bankruptcy Code shall have been obtained and shall be in full force and effect on the Closing Date, and each approval or consent required under such laws to be obtained before consummation of the transaction shall have been obtained or waived and all waiting and other time periods under such laws shall have expired, lapsed or been terminated. No injunction or restraining order shall have been issued by any court of competent jurisdiction and be in effect which restrains or prohibits any material transaction contemplated hereby and no other legal restraint or prohibition preventing the consummation of any material transaction shall be in effect.

7.2.3. Entry of Sale Order By Bankruptcy Court. The Sale Order, in form reasonably acceptable to Buyer, shall have been entered by the Bankruptcy Court and shall not have been vacated, stayed, or reversed, or modified, amended, or supplemented in any manner adverse in any material respect to the Buyer.

7.2.4. Other. Buyer shall have delivered all items and satisfied all obligations pursuant to Section 8.3.

ARTICLE 8

CLOSING

Section 8.1. Closing. The closing hereunder ("Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made through escrow at Escrow Agent's office on a date and time (the "Closing Date") mutually and reasonably agreed to by Buyer and the Agent that is at least one (1) business day after the Sale Order shall have become a Final Order, it being understood that Buyer desires to have the

Closing as soon as the closing conditions set forth herein have been satisfied or waived by the party for whose benefit any such closing conditions have been established.

Section 8.2. Sellers' Closing Documents and Other Items. At or before Closing, Sellers shall deposit into escrow with the Escrow Agent the following items:

8.2.1. A duly executed and acknowledged "Quitclaim Deed" in favor of Buyer for each Individual Property (or equivalent transfer document applicable in the jurisdiction where such Individual Property is located);¹

8.2.2. One (1) duly executed counterpart of the Bill of Sale in form and substance acceptable to the Buyer (the "Bill of Sale") with respect to the Purchased Assets;

8.2.3. A set of keys and the disclosure of all security codes to each of the Owned Properties on the Closing Date;

8.2.4. All Books and Records in Sellers' possession, custody or control that relate to the Owned Properties or other Purchased Assets;

8.2.5. Such other documents as may be reasonably requested by Buyer to consummate the purchase of the Owned Properties or Purchased Assets as contemplated by this Agreement; and

8.2.6. Two (2) duly executed counterparts of the Closing Statement.

Section 8.3. Buyer's Closing Documents and Other Items. At or before Closing, Buyer shall deposit into escrow with the Escrow Agent the following items:

8.3.1. The balance of the Purchase Price, after giving effect to the Deposit and closing adjustments to be made thereto pursuant to this Agreement, such balance to be tendered by the wire transfer of immediately available funds in accordance with wire instructions to be provided to Buyer by Escrow Agent;

8.3.2. One (1) duly executed counterpart of the Bill of Sale;

8.3.3. Such other documents as may be agreed upon by Sellers or the Agent and Buyer to consummate the purchase of each Individual Property as contemplated by this Agreement; and

8.3.4. Two (2) duly executed counterparts of the Closing Statement.

Section 8.4. Prorations and Closing Costs.

8.4.1. Sellers and Buyer agree to adjust, as of 11:59 p.m. on the day immediately preceding the Closing Date (the "Proration Time"), the following (collectively, the "Proration

¹ The technical real estate and bankruptcy provisions of this Agreement are subject to such technical changes and modifications as may be necessary after review by legal counsel admitted in the jurisdictions where the non-US properties are located.

Items"): real estate and personal property taxes and assessments (subject to the terms of 8.4.1(b) below), homeowners association fees or dues, and utility bills (except as hereinafter provided) payable by the owner of each of the Owned Properties. Sellers will be charged or credited for the amounts of all of the Proration Items relating to the period up to and including the Proration Time, and Buyer will be charged or credited for all of the Proration Items relating to the period after the Proration Time. To the extent Sellers are charged for Proration Items which are required to be paid in order for Sellers to transfer the Owned Properties free and clear of Liens and Claims, such amounts shall be paid by Buyer and Buyer shall receive a corresponding credit against the Purchase Price. Such preliminary estimated Closing prorations shall be set forth on a preliminary closing statement to be prepared by Sellers and submitted to Buyer for Buyer's approval prior to the Closing Date (the "Closing Statement"). The Closing Statement, once agreed upon, shall be signed by Buyer and Sellers for purposes of making the preliminary proration adjustment at Closing subject to the final settlement provided for below. The preliminary proration shall be paid at Closing by Buyer to Sellers (if the preliminary prorations result in a net credit to Sellers) or by Sellers to Buyer (if the preliminary prorations result in a net credit to Buyer) by way of increasing or reducing the amount to be paid by Buyer in payment of the Purchase Price at the Closing. If the actual amounts of the Proration Items are not known as of the Proration Time, the prorations will be made at Closing on the basis of the best evidence then available; thereafter, when actual figures are received (not to exceed one hundred twenty (120) days after Closing), re-prorations will be made on the basis of the actual figures, and a final settlement will be made between Sellers and Buyer. No prorations will be made in relation to insurance premiums, and Sellers' insurance policies will not be assigned to Buyer. Final readings and final billings for utilities will be made if possible as of the Proration Time, in which event no proration will be made at Closing with respect to utility bills. The provisions of this Section 8.4.1 will survive the Closing for four (4) months.

8.4.2. Buyer shall pay: (a) all charges and premiums payable with respect to the Title Policies (including the cost of any endorsements and any title examination fees); (b) the recording fees required in connection with the transfer of the Owned Properties to Buyer; (c) all state and local transfer taxes payable as a result of the transfer of the Owned Properties and other Purchased Assets by Sellers to Buyer; (d) any additional costs and charges customarily charged to buyers in accordance with common escrow practices in the jurisdictions in which each Individual Property is located, other than those costs and charges specifically required to be paid by Sellers hereunder; and (e) the indebtedness secured by any Assumed Property Liens for those Assumed Properties, if any, acquired by Buyer.

ARTICLE 9

TERMINATION

Section 9.1. Termination. In addition to the other rights of termination set forth in this Agreement, prior to the Closing, this Agreement may be terminated:

9.1.1. automatically without further action by Buyer or Sellers, if the Closing has not occurred within thirty (30) days after entry of the Sale Order (the "Outside Date"); provided that Buyer shall have a one-time option to extend the Outside Date by up to seven (7) days if (i) Buyer is not then in breach, in any material respect, of this Agreement, (ii) Buyer agrees to

pay the salaries of the Sellers' employees and other operating expenses of the Sellers during the seven (7) day extension period as reflected in a budget for such period approved by Buyer; and (iii) the condition to closing set forth in Section 7.1.8 shall either have been satisfied, or waived by Buyer; or

9.1.2. by Buyer, if Agent or Sellers have materially breached or failed to comply with their representations, warranties, covenants, or obligations under this Agreement such that the conditions precedent set forth in Section 8.2 would not reasonably be expected to be satisfied, such breach or failure to comply shall not have been cured within a period of ten (10) days after Buyer shall have given written notice to Agent of such breach or failure to comply; provided that Buyer will not be entitled to so terminate this Agreement if Buyer is then in breach, in any material respect, of this Agreement; or

9.1.3. by Agent, if Buyer has materially breached or failed to comply with its representations, warranties, covenants, or obligations under this Agreement such that the conditions precedent set forth in Section 7.2 would not reasonably be expected to be satisfied, such breach or failure to comply shall not have been cured within a period of ten (10) days after Agent shall have given written notice to Buyer of such breach or failure to comply; provided that Agent will not be entitled to so terminate this Agreement if Agent or Sellers are then in breach, in any material respect, of this Agreement; provided, further, that the foregoing ten-day (10-day) cure period shall not apply in the event Buyer has exercised its seven-day (7-day) extension option pursuant to Section 9.1.1; provided, further, that the covenant in Section 6.9 shall not be subject to any cure period; or

9.1.4. by Buyer, in the event of (i) the failure, as of the Outside Date, of any condition to closing set forth in Section 7.1; or (ii) at such time as a Sale Order becomes a Final Order that names any party other than Buyer (or any of its Affiliates) as the "Successful Bidder" for the Purchased Assets; or

9.1.5. by Buyer and Sellers, upon mutual written consent; or

9.1.6. by Buyer, if the Sale Order is not entered by the Bankruptcy Court on or before October 22, 2010.

Section 9.2. Remedies. In the event of termination of this Agreement pursuant to Section 9.1:

9.2.1. unless such termination is by Agent pursuant to Section 9.1.3 or by Buyer pursuant to Section 9.1.2, the Deposit shall be returned to Buyer and all obligations of the parties hereto under this Agreement shall terminate and there shall be no liability of any party hereto to any other party and each party hereto shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement;

9.2.2. if the termination is by Buyer pursuant to Section 9.1.2, the Deposit shall be returned to Buyer, and Buyer shall have the option to either (a) seek specific enforcement of this Agreement by the Bankruptcy Court, or (b) enforce payment from Sellers for Buyer's actual damages suffered by Buyer (but not punitive or consequential damages) as a result of Sellers' breach of this Agreement; and

9.2.3. if the termination is by Agent pursuant to Section 9.1.3, the Deposit shall be paid over to Sellers and all obligations of the parties hereto under this Agreement shall terminate and there shall be no liability of any party hereto to any other party and each party hereto shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement.

ARTICLE 10

MISCELLANEOUS

Section 10.1. Amendment and Modification. Any modification, amendment or waiver of or with respect to any provision of this Agreement or any other document delivered pursuant hereto shall not be effective unless it shall be in writing and signed by the Agent (on behalf of the Sellers) and the Buyer and shall designate specifically the terms and provisions so modified.

Section 10.2. Indemnification.

(a) **Sellers' Indemnification.** Sellers hereby covenant and agree, from and after the Closing, to indemnify and to hold harmless Buyer and its officers and directors, employees and agents (collectively, the "Buyer Indemnified Party") from and against all claims, losses, liabilities, damages, fines, penalties, taxes, costs and expenses, reasonable fees and disbursements of counsel, including counsel fees incurred to enforce its rights hereunder (collectively, the "Losses"), sustained or incurred by the Buyer Indemnified Party as follows: (i) all Losses sustained or incurred by any Buyer Indemnified Party in respect of Liabilities of Sellers; (ii) all Losses sustained or incurred by any Buyer Indemnified Party resulting from any breach of any representation or warranty on the part of any Seller under this Agreement; (iii) all Losses sustained or incurred by any Buyer Indemnified Party resulting from any breach of Sellers' covenants or agreements contained herein; and (iv) all Liabilities and Losses arising from third party claims in any way connected to the ownership, use or operation of the Purchased Assets for the period of Sellers' ownership prior to the date on which such Purchased Assets were transferred to Buyer.

(b) **Buyer's Indemnification.** Buyer hereby covenants and agrees, from and after the Closing, to indemnify and to hold harmless Sellers and its officers, directors, employees and agents (collectively, the "Seller Indemnified Party") from and against all Losses sustained or incurred by the Seller Indemnified Party as follows: (i) all Losses sustained or incurred by any Seller Indemnified Party resulting from any breach by Buyer of any of its representations or warranties; (ii) all Losses sustained or incurred by any Seller Indemnified Party resulting from any breach of any of Buyer's covenants or agreements contained herein; and (iii) all Liabilities and Losses in any way connected to the ownership, use or operation of the Purchased Assets for the period of Buyer's ownership after the date on which such Purchased Assets were transferred to Buyer.

Section 10.3. Risk of Loss and Insurance Proceeds.

10.3.1. Minor Loss. Buyer shall be bound to purchase the Purchased Assets for the full Purchase Price as required by the terms hereof, without regard to the occurrence or effect of any damage to any Individual Property or destruction of any improvements thereon or condemnation of any portion of any Individual Property, provided that: (a) the cost to repair any such damage or destruction, or the diminution in the value of such Individual Property as a result of a partial condemnation, equals five percent (5%) of the amount set forth with respect to such Individual Property on Schedule 10.3.1 (the amount so set forth in respect of each Individual Property being referred to as the "Individual Property Value" for such Individual Property) or less; and (b) any insurance proceeds or condemnation awards collected or collectible by Sellers as a result of any such damage or destruction or condemnation, less the amount of any insurance deductible, shall be turned over from Sellers to Buyer.

10.3.2. Major Loss. If the amount of the damage or destruction or condemnation as specified above exceeds five percent (5%) of the Individual Property Value for the damaged or affected Individual Property, then Buyer may at its option, to be exercised by written notice to the Agent before the expiration of the Notice Period, terminate this Agreement solely with respect to such Individual Property. Buyer's failure to elect to terminate this Agreement with respect to such Individual Property within the Notice Period shall be deemed an election by Buyer to consummate this purchase and sale transaction with respect to such Individual Property. If Buyer elects to terminate this Agreement with respect to such Individual Property within the Notice Period, the Purchase Price shall be reduced by the Individual Property Value and neither party shall have any further rights or obligations hereunder with respect to such Individual Property except as provided in the Surviving Provisions. If Buyer elects or is deemed to have elected to proceed with the purchase of such Individual Property, then upon the Closing, any insurance proceeds or condemnation awards collected or collectible by Sellers as a result of any such damage or destruction or condemnation, less the amount of any insurance deductible, shall be turned over from Sellers to Buyer.

10.3.3. Individual Property Values. The parties recognize that the Individual Property Values set forth on Schedule 10.3.1 are for the sole purpose of facilitating a resolution of how the Purchase Price should be adjusted as a result of Buyer electing not to purchase an Individual Property as a result of a prescribed casualty or condemnation of such Individual Property, and are not intended to represent an allocation of the Purchase Price among the Owned Properties or other Purchased Assets for any other purpose, including but not limited to establishing Buyer's basis in any of the Owned Properties or other Purchased Assets.

Section 10.4. Amendment and Modification. Any modification, amendment or waiver of or with respect to any provision of this Agreement or any other document delivered pursuant hereto shall not be effective unless it shall be in writing and signed by the Agent (on behalf of the Sellers) and the Buyer and shall designate specifically the terms and provisions so modified.

Section 10.5. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

If to Sellers:

Ultimate Escapes Holdings, LLC
3501 West Vine Street, Suite 225
Kissimmee, Florida 34741

Attention: Mr. Jeff Sparks
Tel: (407) 483-1901
Fax: (407) 483-1935

with copies to:

Greenberg Traurig, LLP
One International Place
Boston, Massachusetts 02110
Attention: Jeffrey M. Wolf, Esq.
Tel: (617) 310-6000
Fax: (617) 310-6001

If to Buyer:

c/o Demeure Operating Company Limited
187 King Street South, Unit 202
Waterloo, Ontario, Canada N2J 1R1
Attention: Peter Schwartz
Tel: (519) 886-8881
Fax: (519) 749-1554

with copies to:

Bingham McCutchen LLP
One State Street
Hartford CT 06103
Attention: Jonathan B. Alter, Esq.
Tel: (860) 240-2969
Fax: (860) 240-2800

Any such notices may be sent by: (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. or Canadian mail; (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier; or (c) facsimile transmission, in which case notice shall be deemed delivered upon electronic verification that transmission to recipient was completed, but only if such notice is also sent by certified mail, return receipt requested or by a nationally recognized overnight courier. The above addresses and facsimile numbers may be changed by written notice to the other party; provided that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Section 10.6. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (including any trustee appointed in respect of the Sellers under the Bankruptcy Code). Without limiting any of Buyer's duties and obligations arising under this Agreement the rights and obligations of Buyer under this Agreement with respect to any Individual Property and the Purchased Assets may be assigned by Buyer, in whole, in part, or in multiple parts, to one or more Affiliates of Buyer upon Buyer delivering written notice thereof to Agent. The Sellers shall not assign their rights or delegate their obligations under this Agreement without the express prior written consent of Buyer.

Section 10.7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

Section 10.8. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. This Agreement may be executed and delivered by facsimile transmission or by electronic mail in portable document format with the same effect as if a manually signed original were personally delivered.

Section 10.9. Entire Agreement. This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter hereof. Notwithstanding the termination of this Agreement or the occurrence of the Closing, the Surviving Provisions shall survive such termination or Closing and remain in full force and effect.

Section 10.10. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

Section 10.11. Attorney Fees. If any action is brought by any party to this Agreement to enforce or interpret its terms or provisions, the prevailing party will be entitled to reasonable attorney fees and costs incurred in connection with such action prior to and at trial and on any appeal therefrom.

Section 10.12. Confidential Information. The parties acknowledge that the transaction described herein is of a confidential nature and shall not be disclosed except: (i) to Permitted Outside Parties; (ii) as required by law; (iii) as expressly contemplated by this Agreement (including, without limitation, pursuant to the Sale Motion); or (iv) as otherwise required by the Bankruptcy Court in the Cases. In connection with the negotiation of this Agreement and the preparation for the consummation of the transactions contemplated hereby, each party acknowledges that it will have access to confidential information relating to the other party. Each party shall treat such information as confidential, preserve the confidentiality thereof, and not duplicate or use such information, except to Permitted Outside Parties in connection with the transactions contemplated hereby. In the event of the termination of this Agreement for any reason whatsoever, Buyer shall return to the Agent, all documents, work papers, engineering and environmental studies and reports and all other materials (including all copies thereof obtained from Sellers in connection with the transactions contemplated hereby), if any, and each party shall use its best efforts, including instructing its employees and others who have had access to

such information, to keep confidential and not to use any such information. Except as required by applicable law or as otherwise contemplated by this Agreement, no party shall issue any press release or make any statement to the media, without the other party's consent, which consent shall not be unreasonably withheld. The provisions of this Section 10.12 shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Agreement.

Section 10.13. No Joint Venture. Nothing set forth in this Agreement shall be construed to create a joint venture between Buyer and Sellers.

Section 10.14. Jurisdiction. For so long as Sellers (or any of their successors or assigns) remain subject to the jurisdiction of the Bankruptcy Court, the Bankruptcy Court shall have jurisdiction over any dispute arising out of or in connection with the transactions contemplated by this Agreement. The parties hereto consent to the exclusive jurisdiction of the Bankruptcy Court (and the appropriate appellate courts therefrom) in any such dispute and irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of the venue of any such dispute in the Bankruptcy Court or that any such dispute which is brought in the Bankruptcy Court has been brought in an inconvenient forum.

Section 10.15. Waiver of Jury Trial. Each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action (each, an "Action"): (a) arising out of this Agreement, including any present or future amendment thereof; or (b) in any way connected with or related or incidental to the dealings of the parties or any of them with respect to this Agreement (as hereafter amended) or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether such Action is now existing or hereafter arising, and whether sounding in contract or tort or otherwise and regardless of which party asserts such Action; and each party hereby agrees and consents that any such Action shall be decided by court trial without a jury, and that any party to this Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the parties to the waiver of any right they might otherwise have to trial by jury.

Section 10.16. Time of Essence. Time is of the essence of this Agreement.

Section 10.17. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 10.18. Agent. The Sellers hereby irrevocably authorize and empower the Agent to take the actions, and execute and deliver such documents and instruments, that are provided to be taken, executed, and delivered by the Agent in this Agreement. All such actions taken or to be taken by the Agent are ratified and confirmed.

Section 10.19. Signature by Demeure. Demeure joins in the execution of this Agreement for the solely to (a) acknowledge that it is included within the meaning of the term

"Permitted Outside Party", and (b) acknowledge that it will be the lessee under the leases described in Section 7.1.10, the terms of which are described in said Section 7.1.10. In connection with the foregoing, Demeure represents and warrants to Sellers that it has the power and authority to enter into this Agreement and the execution and delivery of this Agreement has been duly authorized by all necessary action on the part of Demeure.

[Remainder of Page Blank -- Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLERS:

P&J PARTNERS, LLC,
a Delaware limited liability company
SNOWFLAKE INVESTMENTS I, LLC,
a Delaware limited liability company
TAHOE INVESTMENTS I, LLC,
a Delaware limited liability company
CABO INVESTMENTS I, LLC,
a Delaware limited liability company
MAHOGANY RUN INVESTMENTS I, LLC,
a Delaware limited liability company
CANDLEWOOD INVESTMENTS I, LLC,
a Delaware limited liability company
SUNNY ISLES INVESTMENTS I, LLC
A Delaware limited liability company
ULTIMATE SCOTTSDALE ROCKS, LLC,
a Delaware limited liability company
ULTIMATE BEAVER CREEK, LLC,
a Delaware limited liability company
ULTIMATE INDIAN ROCKS BEACH, LLC,
a Delaware limited liability company
ULTIMATE KEY WEST, LLC,
a Delaware limited liability company
ULTIMATE LAKE LAS VEGAS, LLC,
a Delaware limited liability company
ULTIMATE SCOTTSDALE, LLC,
a Delaware limited liability company
ULTIMATE LAKE TAHOE, LLC,
a Delaware limited liability company
ULTIMATE COLORADO, LLC,
a Delaware limited liability company
ULTIMATE TELLURIDE MOUNTAIN
VILLAGE, LLC,
a Delaware limited liability company
ULTIMATE NAPLES STRADA BELLA, LLC,
a Delaware limited liability company
ULTIMATE NAPLES MONTEVERDE, LLC,
a Delaware limited liability company
ULTIMATE PALM BEACH OCEAN, LLC,
a Delaware limited liability company
ULTIMATE MAUI WAILEA BEACH, LLC,
a Delaware limited liability company
ULTIMATE SUN VALLEY MACKENZIE, LLC,

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a Delaware limited liability company
ULTIMATE SUN VALLEY PLAZA
TOWNHOUSE, LLC,
a Delaware limited liability company
ULTIMATE NEW YORK TRP
INTERNATIONAL, LLC,
a Delaware limited liability company
ULTIMATE KIAWAH TURTLE BEACH, LLC,
a Delaware limited liability company
ULTIMATE PARK CITY SILVERLAKE, LLC,
a Delaware limited liability company
ULTIMATE JACKSON HOLE SNAKE RIVER,
LLC, a Delaware limited liability company
BAHAMAS INVESTMENTS I, LLC,
a Delaware limited liability company
BAHAMAS INVESTMENTS II, LLC,
a Delaware limited liability company
BAHAMAS INVESTMENTS III, LLC,
a Delaware limited liability company
BAHAMAS INVESTMENTS IV, LLC,
a Delaware limited liability company
CABO CASA TORTUGA, LLC,
a Delaware limited liability company
CABO ESPERANZA #1501, LLC,
a Delaware limited liability company
CABO ESPERANZA #1502, LLC,
a Delaware limited liability company
CABO ESPERANZA #1503, LLC,
a Delaware limited liability company
CABO ESPERANZA #1601, LLC,
a Delaware limited liability company
CABO ESPERANZA #1602, LLC,
a Delaware limited liability company
CABO ESPERANZA #1603, LLC,
a Delaware limited liability company
CABO VILLA DEL SOL, LLC,
a Delaware limited liability company
CABO VILLA ETERNIDAD, LLC,
a Delaware limited liability company
CABO SAN LUCAS VILLA PARAISO, LLC,
a Delaware limited liability company
ULTIMATE NEVIS INVESTMENTS, LLC,
a Delaware limited liability company
PRIVATE ESCAPES OF STEAMBOAT, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF TAHOE, LLC,

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a Colorado limited liability company
PRIVATE ESCAPES OF JACKSON HOLE, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF KIAWAH, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF FOX ACRES, LLC,
a Colorado limited liability company
PRIVATE ESCAPES LA PLAYA, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF LAKE OCONEE, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF WAIKOLOA, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF WAIKOLOA II, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF CURRITUCK, LLC,
a Colorado limited liability company
PRIVATE ESCAPES LA COSTA, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF CABO, LLC,
a Colorado limited liability company
PRIVATE ESCAPES LA QUINTA I, LLC,
a Colorado limited liability company
PRIVATE ESCAPES LA QUINTA II, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF STOWE, LLC,
a Colorado limited liability company
PRIVATE ESCAPES OF ONE CENTRAL PARK
WEST, LLC,
a New York limited liability company
PRIVATE ESCAPES OF CHICAGO, LLC, a
Colorado limited liability company
PRIVATE ESCAPES 1600 BROADWAY, LLC,
a New York limited liability company
PRIVATE ESCAPES VILLA 304, LLC,
a Colorado limited liability company
PRIVATE ESCAPES PLATINUM OF COPPER
MOUNTAIN, LLC,
a Colorado limited liability company
PRIVATE ESCAPES PLATINUM KIAWAH, LLC,
a Colorado limited liability company
PRIVATE ESCAPES PLATINUM CURRITUCK,
LLC, a Colorado limited liability company
PRIVATE ESCAPES PLATINUM LA COSTA,
LLC, a Colorado limited liability company

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PRIVATE ESCAPES PLATINUM CABO, LLC,
a Colorado limited liability company
PRIVATE ESCAPES PLATINUM LAKE
GEORGE, LLC,
a New York limited liability company
PRIVATE ESCAPES OF LA QUINTA
PLATINUM, LLC,
a Colorado limited liability company
PRIVATE ESCAPES PLATINUM ONE CENTRAL
PARK WEST, LLC,
a New York limited liability company
PRIVATE ESCAPES PLATINUM TCI, LLC,
a Colorado limited liability company
PRIVATE ESCAPES PLATINUM TELLURIDE,
LLC, a Colorado limited liability company
PRIVATE ESCAPES PLATINUM CHICAGO,
LLC, a Colorado limited liability company
PRIVATE ESCAPES LINK, LLC
a Colorado limited liability company
ULTIMATE RESORT, LLC,
a Florida limited liability company
ULTIMATE RESORT HOLDINGS, LLC,
a Delaware limited liability company
UE HOLDCO, LLC,
a Delaware limited liability company
UE MEMBER, LLC,
a Delaware limited liability company
ULTIMATE ESCAPES CLUBS, LLC,
a Delaware limited liability company
ULTIMATE ESCAPES ELITE CLUB, LLC,
a Delaware limited liability company
ULTIMATE ESCAPES SIGNATURE CLUB, LLC,
a Delaware limited liability company
ULTIMATE ESCAPES PREMEIRE CLUB, LLC,
a Delaware limited liability company
UE MEMBER NCS, LLC,
a Delaware limited liability company
PRIVATE ESCAPES PLATINUM LINK, LLC,
a New York limited liability company

By: Sheon Karol
Name: Sheon Karol
Title: Chief Restructuring Officer

[Signature Page to Agreement of Sale and Purchase]

AGENT:
ULTIMATE ESCAPES HOLDINGS, LLC

By: Sheon Karol
Name: Sheon Karol
Title: Chief Restructuring Officer


[Signature Page to Agreement of Sale and Purchase]

BUYER:

LAURENCE DEVELOPMENT LP

By: Laurence Development Inc., Its General
Partner

By: _____


Jeffrey W. Paterson
Authorized Signing Officer

DEMEURE:

DEMEURE OPERATING COMPANY LIMITED

By: _____


Jeffrey W. Paterson
Authorized Signing Officer

Exhibit A

Properties

Club	Address	Destination
Premiere	2000 North Lincoln Park West, #1501, Chicago, IL 60614	Chicago, IL
Signature	81190 Golf View Drive, La Quinta, CA 92253	La Quinta, CA
Signature	384 Valley Woods Road, Bolton Landing, NY 12814	Lake George, NY
Elite	3800 Wailea Alanui, #208, Wailea Hawaii 96753	Maui, HI
Signature	17875 Collins Ave, #2805, Sunny Isles Beach, FL 33160	Miami Beach, FL
Elite	Trump International Hotel & Tower, One Central Park West #310, New York, NY 10023	NYC, NY
Premiere	1600 Broadway, #18F, New York, NY 10019	NYC, NY
Signature	Trump International Hotel & Tower, One Central Park West #1622, New York, NY 10023	NYC, NY
Premiere	4001 Mountain Road, Unit 512, Topnotch Resort & Spa, Stowe, VT	Stowe, VT
Premiere	Borgo di Vagli, Tuscany, Italy,	Tuscany, Italy

Exhibit B

Specified Personal Property

Equity Interests

Private Escapes TCI, Ltd.

Membership Lists

Any and all membership lists, electronic data and proprietary information relating to the Seller's current or former vacation club members, including without limitation, any list of leads that Seller currently has developed.

Reservation System

Any and all computers, computer support equipment and software, telephone and communication systems, security systems, accounting systems, email addresses, source codes and master disks of source codes, other proprietary information owned or licensed, related to the reservation system used by Sellers in connection with the operation of their vacation club.

Intellectual Property

A. Domain Names — Registered by Ultimate Resort, LLC

1. www.ultimateescapes.com
2. ultimateresort.com
3. ultimateresorts.com
4. ultimateresortescapes.com
5. ultimateresortescapes.net
6. ultimateresortescapes.org
7. ultimateresortescapes.biz
8. ultimateresortescapes.info
9. ultimateresortescapes.us

B. Domain Names — Registered by Private Escapes, LLC

1. private escapes.com

C. Trademark Inventory

Federal Trademark Registrations				
Trademark	Type of mark	Register	Registration Number	Serial number
ULTIMATE RESORT®	Standard Characters	Supplemental	3223509	76644913
ULTIMATE VACATION®	Standard Characters	Supplemental	3350482	76667650
MEMBER APPRECIATION PROGRAM (MAP) ®	Standard Characters	Supplemental	3310264	76644912
ULTIMATE®	Standard Characters	Supplemental	3478482	77452193
ULTIMATE ESCAPES ®	Standard Characters	Principal	3489964	77275810
DISCOVER THE ULTIMATE IN LUXURY VACATIONING. ®	Standard Characters	Principal	3546876	77516117
THE ULTIMATE COLLECTION ®	Standard Characters	Principal	3550183	77505729
I'M SO HERE ...	Standard Characters	Principal	3550184	77505791
WE'RE SO HERE ... ®	Standard Characters	Principal	3550185	77505809
UR®	Design	Principal	3553482	77466716
ULTIMATE ESCAPES ®	Design	Principal	3617041	77377598
UE®	Design	Principal	3617042	77377638
UE®	Standard Characters	Principal	3617037	77376740
ULTIMATE DISCOVERYsM	Standard Characters	Principal	3648419	77419716
PRIVATE ESCAPES®	Design	Principal	30872221	78479423
PRIVATE ESCAPES PLATINUM®	Design	Principal	30758351	78478155
PRIVATE ESCAPES PLATINUM®	Standard Characters	Principal	30845551	78467303
PRIVATE ESCAPES	Standard Characters	Principal	30871911	78416879
PRIVATE ESCAPES PREMIERE			200612380421	
DESTINATION CLUBS BY PRIVATE ESCAPES			200414080571	
PRIVATE ESCAPES DESTINATION CLUBS, LLC			200614613371	

Exhibit B-2

International Trademark Registration			
Trademark	Type of mark	Serial number	Status
ULTIMATE ESCAPES	Standard Characters	973987	Registered (CTM- Community Trademark)
Federal Trademark Applications			
Trademark	Type of mark	Serial number	Status
ULTIMATE RESORT ESCAPES sm	Standard Characters	77280148	No Statement of Use filed by 11/27/08. No extension filed. Application has been abandoned.
LIVING LIFE TO THE ULTIMATES sm	Standard Characters	77452047	Opposition period completed, a Notice of Allowance has been issued. Specimens/dates of use due by 9/02/09. If no Extension of Time or Statement of Use is filed by then, the application will be abandoned.

Exhibit C

Description of Leased Properties and Related Option Purchase Price

Internal ID	Property Name	Club	Address	Destination	Option Purchase Price
10201	Casa Martha	Signature	Carretera Transpeninsular KM 27.5 - Palmilla Estates #35, Cabo San Lucas, MX 23400	Los Cabos, MX	1,400,000
10202	Villa del Sol	Signature	Cabo del Sol - Las Colinas #33, Cabo San Lucas, MX 23410	Los Cabos, MX	1,425,000
10203	Casa Tortuga	Signature	Casa Tortuga, Las Posadas #2, Cabo San Lucas, MX 23410	Los Cabos, MX	1,300,000
10204	Esperanza	Signature	Esperanza, Unit 1601, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23142	Los Cabos, MX	1,700,000
10205	Esperanza	Signature	Esperanza, Unit 1602, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23143	Los Cabos, MX	1,650,000
10206	Esperanza	Signature	Esperanza, Unit 1603, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23144	Los Cabos, MX	1,775,000
10208	Casa Eternidad	Elite	Cerrada de Arrecife Villa A, Cabo San Lucas, MX 23454	Los Cabos, MX	3,500,000
10209	Villa Paraíso	Elite	Cerrada de Arrecife Villa B, Cabo San Lucas, MX 23454	Los Cabos, MX	3,380,000
10210	Esperanza	Elite	Esperanza, Unit 1501, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23140	Los Cabos, MX	1,800,000
10211	Esperanza	Elite	Esperanza, Unit 1502, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23141	Los Cabos, MX	1,750,000
10212	Esperanza	Elite	Esperanza, Unit 1503, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23142	Los Cabos, MX	1,850,000
10217	Casa Paraíso	Signature	Casa Paraíso, Lot 18, Los Brisas Cabo del Sol, Los Cabos, MX	Los Cabos, MX	1,500,000
10220	La Playa	Premiere	Casa 12 Estrella del Mar, La Playa Estates, Costa Banderas, Nayarit, MX 63732	Punta Mita, MX	700,000
10222	Casa Oceano	Premiere	Oceano Baja, #10, Cabo San Lucas, MX	Los Cabos, MX	1,000,000
11801	Villa 3	Elite	Villa 3, Villa Paradiso, West Indies, Caribbean	Nevis, West Indies	1,500,000
11802	Villa 4	Elite	Villa 4, Villa Paradiso, West Indies, Caribbean	Nevis, West Indies	1,500,000
11803	Villa 2	Elite	Villa 2, Villa Paradiso, West Indies, Caribbean	Nevis, West Indies	1,500,000
11804	Villa 6	Elite	Villa 6, Villa Paradiso, West Indies, Caribbean	Nevis, West Indies	1,770,000
11805	Villa 7	Elite	Villa 7, Villa Paradiso, West Indies, Caribbean	Nevis, West Indies	1,770,000
11806	Villa 8	Signature	Villa 8, Villa Paradiso, West Indies, Caribbean	Nevis, West Indies	1,080,000
11807	Villa 9	Signature	Villa 9, Villa Paradiso, West Indies, Caribbean	Nevis, West Indies	1,080,000
13403	Ocean View	Elite	1717 South Ocean Boulevard, Delray Beach, FL 33483	Del Ray Beach, FL	2,700,000
20701	Highpoint	Signature	8148 East Highpoint Drive, Scottsdale, AZ 85262	Scottsdale, AZ	615,000
20704	Happy Valley	Elite	10040 East Happy Valley Road, Lot 400, Mountain Laurel, Scottsdale, AZ 85255-2330	Scottsdale, AZ	1,350,000

Exhibit C-1

Internal ID	Property Name	Club	Address	Destination	Option Purchase Price
20707	The Rocks	Elite	The Rocks Club Villa #114, 27440 N. Alma School Road, Scottsdale, AZ 85262-2330	Scottsdale, AZ	780,000
20806	Night Heron	Premiere	4111 Summer Duck Way, Night Heron, Kiawah Island, SC 29455	Kiawah, SC	530,000
20807	Broomsedge	Signature	151 Broomsedge Lane, Kiawah Island, SC 29455	Kiawah, SC	925,000
20810	Hunters Green	Signature	617 Hunt Club Drive, Corolla, NC 27927	Outer Banks, NC	770,000
22608	Laguna	Premiere	78-062 Calle Norte, La Quinta, CA 92253	La Quinta, CA	480,000
30101	Cabin #4	Signature	457 Mountain Village, Mountain Lodge Cabin 4, Mountain Village, CO 81435	Telluride, CO	1,200,000
30102	Cabin #8	Signature	457 Mountain Village, Mountain Lodge Cabin 8, Mountain Village, CO 81435	Telluride, CO	1,300,000
31201	Beave Creek	Elite	26 Avondale Lane #506, Beaver Creek CO 81620	Beaver Creek, CO	3,000,000
31301	Super Bee	Signature	32 Masters Drive, Copper Mountain, CO 80443	Copper Mountain, CO	1,100,000
31401	Snake River #231/232	Signature	7710 Granite Loop Road Unit #231/232, Teton Village, WY 83025 (UNIT 12)	Jackson Hole, WY	1,070,000
31402	Snake River #339/340	Signature	7710 Granite Loop Road Unit #339/340, Teton Village, WY 83025 (UNIT 29)	Jackson Hole, WY	1,080,000
31904	Caddie Court	Signature	611 Caddie Ct., Incline Village, NV 89541	Incline Village, NV	1,000,000
31908	Third Creek	Premiere	929 Northwood Blvd., #104 Third Creek, Incline Village, NV 89451	Incline Village, NV	640,000
32301	Mountaineer	Signature	3012 Mountaineer Circle, Unit 13B	Steamboat Springs, CO	980,000
40901	Trump #1222	Signature	Trump International Hotel & Tower, One Central Park West #1222, New York, NY 10023	NYC, NY	1,280,000
40904	Trump #300/301	Elite	Trump International Hotel & Tower, One Central Park West #300/301, New York, NY 10023	NYC, NY	2,400,000
40907	Trump #302/303	Elite	Trump International Hotel & Tower, One Central Park West #302/303, New York, NY 10023	NYC, NY	2,130,000
40914	Trump #318	Premiere	Trump International Hotel & Tower, One Central Park West #318, New York, NY 10023	NYC, NY	1,040,000
40915	Trump #308	Signature	Trump International Hotel & Tower, One Central Park West #308, New York, NY 10023	NYC, NY	1,420,000
77001	Loveland Estate	Elite	C-5-B-19 Estate Loveland (Mahogany Run), St. Thomas, Virgin Islands	St. Thomas, Virgin Islands	1,700,000
78202	Beach House	Elite	200 Beach Trail, Indian Rocks Beach, FL 33785	Indian Rocks Beach, FL	1,900,000
					\$66,320,000

Exhibit C-2

Exhibit D

Description of Unleased Property

<u>Property Name</u>	<u>City</u>	<u>State</u>	<u>Destination</u>
Eagle Ridge Lodge	Steamboat Springs	Colorado	Steamboat Springs
Villa Rubi	Cabo San Lucas	Mexico	Los Cabos
Abaco Club #6	Marsh Harbor	Abaco	Abaco, Bahamas
Carolyn's Pond	Greensboro	Georgia	Reynolds Plantation
Maluhia	Waikoloa	Hawaii	Big Island
La Costa Resort #7	Carlsbad	California	La Costa
Abaco Club #43	Marsh Harbor	Abaco	Abaco, Bahamas
Abaco Club #42	Marsh Harbor	Abaco	Abaco, Bahamas
Wailana	Waikoloa	Hawaii	Big Island
Windhaven	Kiawah Island	South Carolina	Kiawah
Plaza #2	Ketchum	Idaho	Sun Valley
MacKenzie Lane	Ketchum	Idaho	Sun Valley
Teton Mountain Lodge	Teton Village	Wyoming	Jackson Hole
Tramonto	Henderson	Nevada	Lake Las Vegas
Strada Bella	Naples	Florida	Naples
Osprey	Corolla	North Carolina	Outer Banks
Montana	La Quinta	California	La Quinta

Exhibit E

Form of Financial Support Certificate

The undersigned, _____, being the _____ of [MD Lee Holdings Ltd., a _____][Laurence Holdings Ltd., a _____], does hereby certify to CapitalSource Finance, LLC, a Delaware limited liability company, for itself and as agent for CapitalSource Bank (collectively, "CapitalSource") as follows:

1. The [asset statements] delivered by the undersigned to CapitalSource are true and correct in all respects.
2. As of the date below, it currently has and will continue to have funds necessary to enable Laurence Development LP, an Ontario limited partnership, and Demeure Operating Companies Ltd., an Ontario corporation, to perform their respective monetary obligations: (a) to consummate the acquisition of the "Purchased Assets" pursuant to that certain Agreement of Sale and Purchase dated as of October 21, 2010 among Laurence Development LP and Ultimate Escapes Holdings, LLC (the "APA"), (b) satisfy the covenant set forth in Section 5.1(f) of the APA, and (c) deposit) the Lease Deposit (as defined in the APA) with the lessor of the Leased Properties (as defined in the APA), and it hereby reaffirms its commitment to contribute such funds to Laurence Development LP and/or Demeure Operating Companies Ltd. to the extent necessary to perform such obligations.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this ____ day of October, 2010.

[MD Lee Holdings Ltd.][Laurence Holdings Ltd.]

By: _____
Name: _____
Title: _____

SCHEDULES

Schedules 4.1(d), 4.1(g), 4.1(h), 4.1(i), 4.1(m) to be delivered by Seller

Various Section 4.1 Schedules-1

Schedule 6.3(c)

Name of Club	Address
Rigo Salcio	Tuscany, Italy
English Cottage	Providenciales, Turks & Caicos
Belizean Dreams	Hopkins Village, Belize

Schedule 7.1.10(a)

**Base Rental Schedule for Leased Properties on a Property-By-Property Basis
(proposed schedule to be provided by CapSource)**

Internal ID	Property Name	Club	Address	Destination	Demeur Lease
10201	Casa Martha	Signature	Carretera Transpeninsular KM 27.5 - Palmilla Estates #35, Cabo San Lucas, MX 23400	Los Cabos, MX	108,092
10202	Villa del Sol	Signature	Cabo del Sol - Las Colinas #33, Cabo San Lucas, MX 23410	Los Cabos, MX	110,022
10203	Casa Tortuga	Signature	Casa Tortuga, Las Posadas #2, Cabo San Lucas, MX 23410	Los Cabos, MX	100,371
10204	Esperanza	Signature	Esperanza, Unit 1601, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23142	Los Cabos, MX	131,255
10205	Esperanza	Signature	Esperanza, Unit 1602, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23143	Los Cabos, MX	127,394
10206	Esperanza	Signature	Esperanza, Unit 1603, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23144	Los Cabos, MX	137,045
10208	Casa Eternidad	Elite	Cerrada de Arrecife Villa A, Cabo San Lucas, MX 23454	Los Cabos, MX	270,231
10209	Villa Paraiso	Elite	Cerrada de Arrecife Villa B, Cabo San Lucas, MX 23454	Los Cabos, MX	260,966
10210	Esperanza	Elite	Esperanza, Unit 1501, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23140	Los Cabos, MX	138,976
10211	Esperanza	Elite	Esperanza, Unit 1502, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23141	Los Cabos, MX	135,115
10212	Esperanza	Elite	Esperanza, Unit 1503, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23142	Los Cabos, MX	142,836
10217	Casa Paraiso	Signature	Casa Paraiso, Lot 18, Los Brisas Cabo del Sol, Los Cabos, MX	Los Cabos, MX	115,813
10220	La Playa	Premiere	Casa 12 Estrella del Mar, La Playa Estates, Costa Banderas, Nayarit, MX 63732	Punta Mita, MX	54,046
10222	Casa Oceano	Premiere	Oceano Baja, #10, Cabo San Lucas, MX	Los Cabos, MX	77,209
11801	Villa 3	Elite	Villa 3, Villa Paradiso, West Indies, Caribbean	Nevis, West Indies	1
11802	Villa 4	Elite	Villa 4, Villa Paradiso, West Indies, Caribbean	Nevis, West Indies	0
11803	Villa 2	Elite	Villa 2, Villa Paradiso, West Indies, Caribbean	Nevis, West Indies	0

Schedule 7.1.10(a)-1

Internal ID	Property Name	Club	Address	Destination	Demeur Lease
11804	Villa 6	Elite	Villa 6, Villa Paradiso, West Indies, Caribbean	Nevis, West Indies	0
11805	Villa 7	Elite	Villa 7, Villa Paradiso, West Indies, Caribbean	Nevis, West Indies	0
11806	Villa 8	Signature	Villa 8, Villa Paradiso, West Indies, Caribbean	Nevis, West Indies	0
11807	Villa 9	Signature	Villa 9, Villa Paradiso, West Indies, Caribbean	Nevis, West Indies	0
13403	Ocean View	Elite	1717 South Ocean Boulevard, Delray Beach, FL 33483	Del Ray Beach, FL	208,464
20701	Highpoint	Signature	8148 East Highpoint Drive, Scottsdale, AZ 85262	Scottsdale, AZ	47,483
20704	Happy Valley	Elite	10040 East Happy Valley Road, Lot 400, Mountain Laurel, Scottsdale, AZ 85255-2330	Scottsdale, AZ	104,232
20707	The Rocks	Elite	The Rocks Club Villa #114, 27440 N. Alma School Road, Scottsdale, AZ 85262-2330	Scottsdale, AZ	60,223
20806	Night Heron	Premiere	4111 Summer Duck Way, Night Heron, Kiawah Island, SC 29455	Kiawah, SC	40,921
20807	Broomsedge	Signature	151 Broomsedge Lane, Kiawah Island, SC 29455	Kiawah, SC	71,418
20810	Hunters Green	Signature	617 Hunt Club Drive, Corolla, NC 27927	Outer Banks, NC	59,451
22608	Laguna	Premiere	78-062 Calle Norte, La Quinta, CA 92253	La Quinta, CA	37,060
30101	Cabin #4	Signature	457 Mountain Village, Mountain Lodge Cabin 4, Mountain Village, CO 81435	Telluride, CO	92,650
30102	Cabin # 8	Signature	457 Mountain Village, Mountain Lodge Cabin 8, Mountain Village, CO 81435	Telluride, CO	100,371
31201	Beave Creek	Elite	26 Avondale Lane #506, Beaver Creek CO 81620	Beaver Creek, CO	231,626
31301	Super Bee	Signature	32 Masters Drive, Copper Mountain, CO 80443	Copper Mountain, CO	84,930
31401	Snake River #231/232	Signature	7710 Granite Loop Road Unit #231/232, Teton Village, WY 83025 (UNIT 12)	Jackson Hole, WY	82,613
31402	Snake River #339/340	Signature	7710 Granite Loop Road Unit #339/340, Teton Village, WY 83025 (UNIT 29)	Jackson Hole, WY	83,385
31904	Caddie Court	Signature	611 Caddie Ct., Incline Village, NV 89541	Incline Village, NV	77,209

Schedule 7.1.10(a)-2

Internal ID	Property Name	Club	Address	Destination	Demeur Lease
31908	Third Creek	Premiere	929 Northwood Blvd., #104 Third Creek, Incline Village, NV 89451	Incline Village, NV	49,414
32301	Mountaineer	Signature	3012 Mountaineer Circle, Unit 13B	Steamboat Springs, CO	75,665
40901	Trump #1222	Signature	Trump International Hotel & Tower, One Central Park West #1222, New York, NY 10023	NYC, NY	98,827
40904	Trump #300/301	Elite	Trump International Hotel & Tower, One Central Park West #300/301, New York, NY 10023	NYC, NY	185,301
40907	Trump #302/303	Elite	Trump International Hotel & Tower, One Central Park West #302/303, New York, NY 10023	NYC, NY	164,455
40914	Trump #318	Premiere	Trump International Hotel & Tower, One Central Park West #318, New York, NY 10023	NYC, NY	80,297
40915	Trump #308	Signature	Trump International Hotel & Tower, One Central Park West #308, New York, NY 10023	NYC, NY	109,636
77001	Loveland Estate	Elite	C-5-B-19 Estate Lovenlund (Mahogany Run), St. Thomas, Virgin Islands	St. Thomas, Virgin Islands	131,255
78202	Beach House	Elite	200 Beach Trail, Indian Rocks Beach, FL 33785	Indian Rocks Beach, FL	146,697
					\$4,332,955

* Nevis Properties Cumulative Lease for \$1

Schedule 7.1.10(a)-3

Section 10.3.1

Schedule of Individual Property Values

Internal ID	Property Name	Club	Address	Destination	Individual Property Value
13703	Waukea #208	Elite	3800 Wailea Alanui, #208, Wailea Hawaii 96753	Maui, HI	2,644,084
22606	PGA West	Signature	81190 Golf View Drive, La Quinta, CA 92253	La Quinta, CA	864,412
31605	Topnotch #512	Premiere	4000 Mountain Road, Unit 512, Topnotch Resort and Spa, Stowe, VT 05672	Stowe, VT	467,800
40902	Trump #1622	Signature	Trump International Hotel & Tower, One Central Park West #1622, New York, NY 10023	NYC, NY	1,342,381
40905	Trump #310	Elite	Trump International Hotel & Tower, One Central Park West #310, New York, NY 10023	NYC, NY	2,471,202
40911	1600 Broadway	Premiere	1600 Broadway, #18F, New York, NY 10019	NYC, NY	762,717
40917	Sagamore	Signature	384 Valley Woods Road, Bolton Landing, NY 12814	Lake George, NY	630,512
41002	Lincoln Park	Premiere	2000 North Lincoln Park West, #1501, Chicago, IL 60614	Chicago, IL	432,206
80001	Acqualina	Signature	17875 Collins Ave, #2805, Sunny Isles Beach, FL 33160	Miami Beach, FL	1,372,890
89302	Dundee Estate	Signature	The Somerset on Grace Bay, Dundee Estate, Grace Bay Road, Providenciales, Turks & Caicos	Turks & Caicos	2,725,441
	Borgo di Vagli		Toscana, Tuscany, Italy	Tuscany, Italy	592,025
					\$14,305,670

Schedule 10.3.1-1

EXHIBIT A-3

AGREEMENT OF SALE AND PURCHASE

This **AGREEMENT OF SALE AND PURCHASE** (this "Agreement"), dated as of October 19, 2010, is by and among: (i) the McFadden Family Trust (the "Trust"), dated as of October 17, 2003, and Timothy P. McFadden, in his capacity as trustee (the "Trustee") of the Trust (collectively, the "Buyer"); (ii) Ultimate Park City Silverlake, LLC (the "Seller"); and (iii) Ultimate Escapes Holdings, LLC, as agent for the Seller (in such capacity, the "Agent"). Buyer, Seller, and Agent are individually referred to as a "Party" and collectively referred to as the "Parties". Defined terms used and not defined elsewhere in this Agreement have the meanings ascribed to them in Article 1.

RECITALS

- A. On September 20, 2010 (the "Petition Date"), the Seller, the Agent, and certain of their Affiliates filed voluntary petitions initiating cases (the "Cases") under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court, District of Delaware (the "Bankruptcy Court") and (ii) the Seller, the Agent, and certain of their Affiliates filed the Sale Motion (defined below).
- B. On October 18, 2010, pursuant to the Bid Procedures Order, the Debtors conducted an auction (the "Auction") for the Acquired Assets. The Buyer submitted a Qualified Bid for the Property and, upon the conclusion of the Auction held at the offices of Greenberg Traurig, LLP, 200 Park Avenue, New York, New York 10166, the Buyer was designated as the Successful Bidder for the Property.
- C. The Parties desire to enter into this Agreement and by which Buyer desires to purchase, and Seller will purchase certain assets owned by the Seller pursuant to Section 363 of the Bankruptcy Code in accordance with, and subject to, the terms and conditions of this Agreement.

AGREEMENT

In consideration of the premises and of the mutual representations, warranties, promises, and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, it is hereby agreed by the Seller, the Buyer, and, to the extent applicable, the Agent, as follows:

ARTICLE 1

CERTAIN DEFINITIONS

Section 1.1 Definitions. The Parties agree that the following terms shall have the meanings hereinafter set forth, such definitions to be applicable equally to the singular and plural forms, and to the masculine and feminine forms, of such terms:

W

1.1.1 "Action" shall have the meaning ascribed in Section 10.15.

1.1.2 "Affiliate" shall mean, with respect to any given Person, any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such given Person. For the purposes of this definition, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have the meanings correlative to the foregoing.

1.1.3 "Agreement" shall mean this Agreement, as the same may be amended, modified, or supplemented from time to time in writing by Buyer and the Agent (on behalf of the Seller).

1.1.4 "Alternative Transaction" shall mean (x) any transaction or series of transactions: (i) involving a third party and Seller (other than the transactions contemplated by this Agreement) relating to any merger, consolidation, business combination, sale of all or substantially all of Seller's assets, sale of shares of capital stock, or any restructuring, recapitalization, investment, or similar transaction (whether through a plan of reorganization or otherwise) involving any significant portion of the Property and Purchased Assets; or (ii) pursuant to which the holders of the debt of the Seller obtain a majority of the equity interests of the Seller or all or substantially all of the assets of the Seller in exchange for such debt or (y) a plan of reorganization of the Seller not involving the sale of the Purchased Assets to Buyer or any third party investor.

1.1.5 "Bankruptcy Code" shall have the meaning ascribed in the Recitals.

1.1.6 "Bankruptcy Court" shall have the meaning ascribed in the Recitals.

1.1.7 "Bid Procedures Motion" shall mean that certain Motion, Pursuant to Section 105(a), 363(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014 and Local Rules 2002-1 and 6004-1, Requesting Entry of Order: (A) Approving Bid Procedures Relating to Sale of the Debtors; Assets; (B) Scheduling a Hearing to Consider the Sale; (C) Approving the Form and Manner of Notice of Sale by Auction; (D) Establishing Procedures for Noticing and Determining Cure Amounts; and (E) Granting Related Relief, filed by the Seller, the Agent, and certain of their Affiliates with the Bankruptcy Court on September 20, 2010.

1.1.8 "Bid Procedures Order" shall mean an order of the Bankruptcy Court, in substantially the form attached as an exhibit to the Bid Procedures Motion, approving the bid procedures substantially in the form attached to the Bid Procedures Motion.

1.1.9 "Bill of Sale" shall have the meanings ascribed in Section 8.2.2.

1.1.10 "Books and Records" shall mean all data, books, records, manuals, documents, correspondence, sales and credit reports, literature, brochures, advertising material and the like incidental to or used in the Seller's business or relating to the Property, including, without limitation, (i) service and warranty records; (ii) sales and credit records, catalogs and

brochures relating to the Seller's business, sales support and promotion materials, creative materials, art work, photographs, public relations and advertising material, studies, reports, shipping materials, office supplies and materials, sales and marketing files correspondence and other similar documents and records used in the Seller's business, whether in electronic form or otherwise; (iii) all client, customer and supplier lists, files, order information, telephone numbers, addresses and electronic mail addresses and the other information with respect to past, present or prospective clients, customers and suppliers incidental to or used in the Seller's business; (iv) accounting records; (v) cost and pricing information; and (vi) sales and credit records, purchasing records, records relating to suppliers and other records relating to the Seller's business.

1.1.11 "Buyer Indemnified Party" shall have the meaning ascribed in Section 10.2(a).

1.1.12 "Cash" shall mean cash and cash equivalents (including, but not limited to, bank deposits, checks and similar items) in certified or immediately available funds.

1.1.13 "Claim" shall have the meaning set forth in Section 101(5) of the Bankruptcy Code.

1.1.14 "Closing" shall have the meaning ascribed in Section 8.1.

1.1.15 "Closing Date" shall have the meaning ascribed in Section 8.1.

1.1.16 "Closing Statement" shall have the meaning ascribed in Section 8.4.1.

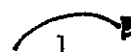
1.1.17 "Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

1.1.18 "DIP Lender" shall mean CapitalSource Finance LLC, as administrative agent and a collateral agent, and CapitalSource Bahamas LLC, as a collateral agent, for the benefit of CapitalSource Bank, as lender under the Pre-Petition Loan Documents (as defined herein) and the DIP Facility (as defined in the DIP Order as defined herein), or any of their respective designees.

1.1.19 "DIP Order" shall mean the Interim Order filed by the Seller, the Agent and certain of their Affiliates with the Bankruptcy Court (I) Authorizing (A) Secured Post-Petition Financing Pursuant to 11.U.S.C. §§ 105, 361, 362 and 364(c) and (d); (B) Granting Security Interests, Superpriority Claims and Adequate Protection; and (C) Use of Cash Collateral and (II) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(c), as such Interim Order may be amended, extended, or modified, and including any subsequent Final Order relating to any approved secured post-petition financing by the DIP Lender.

1.1.20 "Environmental Laws" shall mean all federal, state, and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances, and regulations issued by any Governmental Entity with respect to or which otherwise pertain to or affect the Property or any portion thereof, the use, ownership, occupancy, or operation of the Property or any portion thereof, or any owner of the Property, and as same

have been amended, modified, or supplemented from time to time, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), the Superfund Amendment Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.), comparable state and local laws, and any and all rules and regulations which have become effective prior to the date of this Agreement under any and all of the aforementioned laws.

1.1.21 "Escrow Agent" shall mean [].  GREENBERG TRAURIG, LLP

1.1.22 "Final Order" shall refer to an order or judgment of any Governmental Entity as to which the time to file an appeal, a motion for rehearing or reconsideration (excluding any motion under F.R.C.P. 60(b)) or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

1.1.23 "Governmental Entity" shall mean: (i) any federal, state, county, local, municipal or foreign governmental or administrative agency or political subdivision thereof; (ii) any governmental authority, board, bureau, commission, department or instrumentality; and (iii) any court or administrative tribunal.

1.1.24 "Hazardous Materials" shall mean any pollutants, contaminants, hazardous or toxic substances, materials or wastes (including petroleum, petroleum by-products, radon, asbestos and asbestos containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing equipment, radioactive elements, infectious agents, and urea formaldehyde), as such terms are used in any Environmental Laws.

1.1.25 "Intellectual Property" shall mean all intellectual property that the Seller owns, licenses or uses including, but not limited to, any works of authorship, inventions (whether patentable or not), invention disclosures, industrial models, industrial designs, utility models and certificates of invention, designs (including without limitation graphics, label and artistic designs), all United States and foreign patents and patent applications (including provisional patent applications), including all U.S., foreign and PCT related applications continuations, continuations-in-part, divisionals, RCES, CPAs, reexaminations, reissues and the like), trademarks, trade names, service marks, copyrights, and any applications for such trademarks, trade names, service marks and copyrights, all names, designs, business and product names and logos together in all cases with related intangible value, franchises, franchise rights, domain names, pricing and cost information, business and marketing plans and proposals and other trade secrets, schematics, technical information, technology, manufacturing and engineering information, know-how, and computer software programs or applications, source codes, object codes and tangible or intangible proprietary information or material.

1.1.26 "Knowledge" or "Seller's Knowledge" shall mean the actual knowledge, after a reasonable and good faith investigation of any specified matter, of Jim Tousignant, Phil Callaghan and Jeff Sparks.

1.1.27 "Liabilities" shall mean all liabilities and obligations (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including all liabilities for Taxes with respect to periods prior to the Closing Date (including periods prior to the Petition Date).

1.1.28 "Licenses" shall mean, collectively, to the extent assignable, all licenses, permits, approvals, certificates of occupancy, dedications, subdivision maps and entitlements now or hereafter issued, approved or granted by any Governmental Entity (each, a "Permit"), in each case, with respect to the Property or the Purchased Assets; provided, however, that, to the extent that Seller has any right, title, or interest in any Permit that is not issued in the name of Seller then, to the extent assignable, the definition of Licenses will also include such Permits.

1.1.29 "Lien" or "Liens" means any lien (statutory or otherwise), hypothecation, encumbrance, Claim, security interest, interest, mortgage, deed of trust, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, covenant, encroachment, option, right of recovery, Tax (including foreign, federal, state and local Tax), order of any Governmental Entity, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, (iii) any claim based on any theory that Buyer is a successor, transferee or continuation of Seller and (iv) any leasehold interest, license or other right, in favor of a third party or Seller, to use the Property or the Purchased Assets or any portion thereof, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

1.1.30 "Losses" shall have the meaning ascribed in Section 9.2(a).

1.1.31 "Permitted Outside Parties" shall have the meaning ascribed in Section 3.4.

1.1.32 "Person" means any individual, any corporation, limited liability company, partnership, or other entity, and any Governmental Entity.

1.1.33 "Personal Property" shall mean (i) the tangible personal property which is located at and used in connection with the Property, including, but not limited to all furniture, fixtures and equipment located at and used in connection with the Property; (ii) all of Seller's Books and Records, (iii) any intangible assets owned by the Seller including any Intellectual Property and all goodwill associated therewith, the right to sue and collect for past infringement of such Intellectual Property, the right to create derivative works for any such Intellectual Property (including the right to exploit any copyrighted works for subsidiary purposes and in different media and by future methods of exploitation) and all causes of action related to such Intellectual Property, (iv) any accounts receivable, (v) all of Seller's deposits, credits, pre-paid

expenses, deferred charges, advance payments, security deposits, bonds, letters of credit, rights to escrows, claims for refunds, and prepaid items, (vi) all computers, computer support equipment and software, telephone and communication systems, security systems, accounting systems, email addresses, source codes and master disks of source codes, other proprietary information owned or licensed, whether for general business usage (e.g., accounting, word processing, graphics, spreadsheet analysis), or specific, unique-to-the-business usage, including all aspects of the reservation system used by Seller in connection with the operation of its vacation club, and any tangible or intangible property and rights of every kind or nature used by the Company assets.

1.1.34 "Pre-Petition Indebtedness" shall mean the outstanding principal, interest and fees owed by Seller to the DIP Lender pursuant to the Pre-Petition Loan Documents, which totaled \$97,533.302.39 as of September 20, 2010, and increases in the amount of \$32,968.98 per diem thereafter until repaid or the Closing occurs.

1.1.35 "Pre-Petition Loan Documents" shall mean (i) that certain Consolidated Amended and Restated Loan and Security Agreement, dated as of September 15, 2009, among Seller, Agent and certain of their Affiliates, the DIP Lender (or certain Affiliates of the DIP Lender) and the other parties thereto and (ii) each of the documents executed in connection therewith.

1.1.36 "Property" shall mean: (i) the parcel of land and appurtenances thereto located at Inn at Silver Lake, 7560 Royal Street, Unit 6, Park City, Utah 84060 (including, without limitation, all rights-of-way, open or proposed streets, alleys, easements, strips, or gores of land adjacent thereto); (ii) the buildings, improvements, and structures located on such parcels of land and fixtures which are located at and affixed to any of such buildings, improvements, and structures; and (iii) all tangible and intangible assets and personal property of any nature relating to any of the foregoing property (including without limitation: (A) the Personal Property associated with such Property; (B) all warranties upon the improvements or the Personal Property associated with such Property; (C) rights to any plans, specifications, engineering studies, reports, drawings, and prints relating to the construction, reconstruction, modification, and alteration of improvements; and (D) any Licenses associated with the Property).

1.1.37 "Property Purchase Price" shall mean, with respect to the Property, the Property Purchase Price in the amount of \$1,915,988.

1.1.38 "Proration Items" shall have the meaning ascribed in Section 8.4.1.

1.1.39 "Proration Time" shall have the meaning ascribed in Section 8.4.1.

1.1.40 "Purchased Assets" shall mean: (i) all Personal Property; and (ii) any and all rights and remedies of Seller with respect to the policies of insurance that relate to the Property or the Purchased Assets.

1.1.41 "Qualified Bid" shall have the meaning ascribed to it in the Bid Procedures attached to the Bid Procedures Order.

1.1.42 "Sale Motion" shall mean that certain Motion, Pursuant to Sections 105(a), 363(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014 and Local Rules 2002-1 and 6004-1, Requesting Entry of Order: (A) Approving Asset Purchase Agreement and Authorizing the Sale of Substantially all of the Debtors' Assets Outside the Ordinary Course of Business; (B) Authorizing the Sale of Assets Free and Clear of all Liens, Claims, Interests and Encumbrances; and (C) Granting Related Relief filed by Seller, Agent and certain of their Affiliates with the Bankruptcy Court on September 20, 2010.

1.1.43 "Sale Order" shall mean an order entered by the Bankruptcy Court, in substantially the form attached as an exhibit to the Sale Motion, approving the transactions contemplated by this Agreement with the Buyer or, as the context requires, with a third-party.

1.1.44 "Seller Indemnified Party" shall have the meaning ascribed in Section 10.2(b).

1.1.45 "Surviving Provisions" shall mean those provisions of this Agreement that expressly survive the termination of this Agreement or the Closing, as the case may be, including, without limitation, Sections 6.3(b), 8.4.1, and 10.12.

1.1.46 "Tax" means any tax, charge or assessment by or liability to any Governmental Entity, including, but not limited to, any deficiency, interest or penalty.

1.1.47 "Tax Return" means any return, report or declaration filed with or submitted to any Governmental Entity in connection with the assessment, collection or payment of any Tax.

1.1.48 "Title Company" shall mean Fidelity National Title Insurance Company.

1.1.49 "Title Policy" shall have the meanings ascribed in Section 7.1.4.

Section 1.2 Rules of Construction. Article and Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. All references to "Articles" or "Sections" without reference to a document other than this Agreement, are intended to designate articles and sections of this Agreement, and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Article or Section, unless specifically designated otherwise. The use of the term "including" shall mean in all cases "including but not limited to," unless specifically designated otherwise. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

ARTICLE 2

AGREEMENT OF PURCHASE AND SALE; PURCHASE PRICE

Section 2.1 Agreement of Purchase and Sale. Seller agrees to sell, transfer, assign, and convey to Buyer, and Buyer agrees to purchase and accept, subject to the terms and

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conditions of this Agreement, good and marketable title in and to the Property and the Purchased Assets, in each case, free and clear of all Liens and Claims.

Section 2.2 Property Purchase Price. Subject to any adjustment as provided herein or in the Bid Procedures, Buyer shall pay Seller the Property Purchase Price for the Property of \$1,915,988, which such amount shall be paid in Cash.

Section 2.3 Allocation of Purchase Price. The Parties intend that the transactions contemplated by this Agreement shall be treated for Tax purposes as a taxable purchase. Within sixty (60) days after the Closing Date, Buyer will deliver to the Agent a schedule allocating the Purchase Price in accordance with Section 1060 of the Code (the "Allocation Schedule"), which Allocation Schedule may be amended to the extent, and in a manner consistent with any adjustment to the Proration Items based on actual figures received.

Section 2.4 No Liabilities Assumed. Seller acknowledges and agrees that pursuant to the terms and provisions of this Agreement, Buyer shall not assume, and shall not be deemed to have assumed, any debt, Claim, obligation or other Liability of Seller whatsoever.

ARTICLE 3

CONDITION OF THE PROPERTIES AND THE PURCHASED ASSETS

Section 3.1 Confidentiality. Buyer agrees that any information obtained by Buyer or its Affiliates, lenders, investors, attorneys, accounts, and other advisors (collectively, the "Permitted Outside Parties") shall be treated as confidential pursuant to Section 10.12 of this Agreement and shall be used only to evaluate the acquisition of the Property and the Purchased Assets from Seller.

Section 3.2 Maintenance of Property. From the date hereof until the Closing Date, and except as otherwise consented to or approved by Buyer in writing, Sellers covenant and agree with Buyer that Seller will, from the date hereof until the Closing Date or earlier termination of this Agreement: (i) maintain the Property and the Purchased Assets to keep such Property and Purchased Assets in such condition as they were in as of the Petition Date, subject to ordinary wear and tear; and (ii) maintain, at Seller's expense, all risk coverage insurance on the Property and the Purchased Assets in an amount equal to the full replacement value of the Property.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLERS

Section 4.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) **Status.** Seller is a limited liability company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Seller is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required.

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(b) Authority. Subject to any necessary authorization from and the jurisdiction of the Bankruptcy Court, Seller has all requisite power and authority to own its properties and assets and to carry on its business as it is now being conducted. After giving effect to the Sale Order, the execution and delivery of this Agreement and the performance of Seller's obligations hereunder have been or will be duly authorized by all necessary action on the part of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller, subject to equitable principles and principles governing creditors' rights generally.

(c) Non-Contravention. After giving effect to the Sale Order, the execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby will not: (i) violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Entity; (ii) conflict with, result in a breach of, or constitute a default under the organic documents of Seller; or (iii) result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease (including, without limitation, the Leases), license, instrument, or other arrangement to which the Seller is a party or by which it is bound or to which any of its respective assets are subject (or result in the imposition of any lien upon any of their respective assets), except where the violation, breach, default, acceleration, termination, modification, cancellation, failure to give notice or lien would not be materially adverse to the Property, or the ability of the Seller to consummate the transactions contemplated by this Agreement.

(d) Suits and Proceedings. Except as set forth on Schedule 4.1(d), there are no actions, suits, investigations or proceedings pending or, to the Seller's Knowledge, threatened, against or involving the Seller, the Property or the Purchased Assets. Except as set forth on Schedule 4.1(d), there are no outstanding orders, rulings, decrees, judgments, or stipulations to which the Seller is a party or by which the Seller, the Property, or any of the Purchased Assets are bound, by or with any court, arbitrator or administrative agency.

(e) Non-Foreign Entity. Seller is not a "foreign person" or "foreign corporation" as those terms are defined in the Code and the regulations promulgated thereunder.

(f) Consents. After giving effect to the Sale Order, no consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Seller or the performance by Seller of the transaction contemplated hereby.

(g) Compliance with Laws. Except as set forth on Schedule 4.1(g), to the Seller's Knowledge, the Seller has complied in all material respects with all laws, regulations, rules, orders, judgments, decrees and other requirements imposed by federal, state, and local Governmental Entities applicable to them in the operation or ownership of the Property and the Purchased Assets (the "Applicable Laws").

(h) Environmental Matters. Except as set forth on Schedule 4.1(h): (a) there have been and are no past or present actions, activities, circumstances, conditions, events or incidents, including, without limitation, the release, emission, discharge, presence or disposal of any Hazardous Materials on the Property or any other property that could reasonably form the

basis of any environmental claim against the Seller or against any Person whose liability for any environmental claim Seller has or may have retained or assumed either contractually or by operation of law; or (b) there has been no violation of any Environmental Law in any material respect. Except as set forth on Schedule 4.1(h), the Seller has not received any actual or threatened order, notice or other written communication from any Governmental Entity with respect to the Property of any actual or potential violation or failure to comply with any Environmental Law.

(i) Property. Seller has good and marketable title to and lawful ownership of the Property and the Purchased Assets, free and clear of all Liens. Seller has made available to Buyer true and complete copies of all certificates of occupancy for the Property and a copy of any variance granted with respect to the Property pursuant to applicable zoning laws or ordinances. Except as set forth on Schedule 4.1(i), Seller has not received any written notice from any Governmental Entity with respect to the ownership or use of the Property or the Purchased Assets that might adversely affect the rights of Buyer in the Property or the Purchased Assets.

(j) Zoning. To the Seller's Knowledge: (i) the Property complies in all material respects with all applicable zoning, building, fire and safety codes or regulations. To Seller's Knowledge, there is no plan, study or effort by any Governmental Entity to alter or change the zoning of the Property; and (ii) Seller's use of the Property complies with all applicable homeowners' or condominium association rules, regulations, codes, or declarations and Seller has not received any notices from any homeowners' associations, condominium associations, or similar entities regarding Seller's use of the Property in the conduct of its business.

(k) Rights of Use and Occupancy. Seller has the exclusive right of use and occupancy of the Property. There are no contracts or agreements to which the Seller is a party or by which the Property is bound, granting to any person the right of use or occupancy of any portion of the Property. All water, sewer, gas, electric, telephone and drainage facilities and all other utilities and public and quasi-public improvements upon or adjacent to the Property required by law or for the normal operation of the Property are available and are or were adequate for Seller's use of the Property. The heating, ventilation, air conditioning, sewer, water, plumbing, electrical, gas, and other mechanical systems on the Property are in good working order and no repairs with respect thereto are required for the operation of the Property. No material repairs are required to the roof, foundation exterior walls, floors, ceilings or supporting members of the Property, and, without limiting the generality of the foregoing, there are no defects in the Property which affect use of the Property.

(l) Purchased Assets. After giving effect to the Sale Order, at Closing, Seller will transfer and convey to Buyer good and marketable title to the Purchased Assets, free and clear of all Liens other than Permitted Exceptions. The Purchased Assets are in good operating condition and repair, normal wear and tear excepted, and have been maintained in accordance with all applicable specifications and warranties and normal industry practice.

(m) Taxes. Seller has filed or caused to be filed, within the times and within the manner prescribed by law, all federal, provincial and local Tax Returns and tax reports which

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are required to be filed by Seller. Such returns and reports reflect accurately all liability for Taxes of Seller for the periods covered thereby. All federal, provincial, state and local income, profits, sales, use, occupancy, excise and other Taxes, assessments and reassessments (including interest and penalties) payable by, or due from, Seller have been fully paid or adequately disclosed and fully provided for on Schedule 4.1(m) and/or the Books and Records of Seller. There are no actions, suits or other proceedings or investigations or claims in progress, pending or, to Seller's knowledge threatened against Seller in respect of any Taxes, governmental charges or assessments and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any governmental authority relating to any such Taxes, governmental charges and assessments that are not otherwise going to be paid. Seller has withheld and remitted all amounts required to be withheld and remitted by them in respect of any Taxes, or will remit such amounts promptly after Closing.

(n) Brokers. Seller and the Agent hereby represent and warrant to Buyer that they did not employ or use any broker or finder to arrange or bring about this transaction, and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement.

(o) AS IS, WHERE IS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT: (I) THE SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE, QUALITY OR PROSPECTS OF THE PROPERTY AND THE PURCHASED ASSETS; AND (II) THE SELLER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY AND THE PURCHASED ASSETS, IT BEING UNDERSTOOD THAT SUCH SUBJECT ASSETS ARE BEING ACQUIRED "AS IS, WHERE IS" ON THE CLOSING DATE, AND IN THEIR PRESENT CONDITION, AND BUYER SHALL RELY ON ITS OWN EXAMINATION AND INVESTIGATION THEREOF.

ARTICLE 5

Section 5.1 Buyer's Representations and Warranties. Buyer represents and warrants to Seller the following:

(a) Status. Buyer is a trust duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Buyer is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required.

(b) Authority. After giving effect to the Sale Order, the execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been or will be duly authorized by all necessary action on the part of Buyer and this Agreement constitutes the legal, valid and binding obligation of Buyer, subject to equitable principles and principles governing creditors' rights generally.

(c) Non-Contravention. After giving effect to the Sale Order, the execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions

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contemplated hereby will not violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Entity or conflict with, result in a breach of, or constitute a default under the organic documents of Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Buyer is a party or by which it is bound.

(d) Consents. After giving effect to the Sale Order, no consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Buyer or the performance by Buyer of the transactions contemplated hereby.

(e) Brokers. Buyer hereby represents and warrants to Seller that it did not employ or use any broker or finder to arrange or bring about this transaction, and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement.

ARTICLE 6

ADDITIONAL COVENANTS

Section 6.1 Bankruptcy Matters. Seller will use its reasonable best efforts to have the Bankruptcy Court enter the Sale Order (in substantially the form attached to the Sale Motion) as soon as practicable. Buyer shall use its commercially reasonable efforts to assist Seller in obtaining the Sale Order, including providing testimony as required at any hearing before the Bankruptcy Court.

Section 6.2 Access to Information and Facilities. Seller shall allow Buyer and its Permitted Outside Parties to make such inspection of the Property and the Purchased Assets, and to inspect and make copies of Seller's contracts, Books and Records and all other documents and information requested by Buyer and related to the Property and the Purchased Assets.

Section 6.3 Best Efforts; Further Assurances.

(a) Seller will use its reasonable best efforts to fulfill or obtain the fulfillment of the conditions to Closing of this Agreement and to timely obtain any and all consents required for the consummation of the transactions contemplated by this Agreement as soon as practicable.

(b) Seller shall execute such documents and use its reasonable best efforts to take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement (including, without limitation, to put Buyer in actual possession and control of the Property and the Purchased Assets, to effectuate, record or perfect the transfer of the Property and the Purchased Assets to Buyer, to confirm the title of the Property and the Purchased Assets in Buyer, to assist Buyer in exercising rights relating thereto, to obtain all consents, approvals and authorizations of third parties, to make all filings with and give all notices to third parties which may be necessary or required in order to effectuate the transactions contemplated hereby). The obligations of Seller set forth in the first sentence of this Section 6.3(b) shall survive the Closing.

Section 6.4 Continued Effectiveness of Representations and Warranties. From the date hereof through the Closing Date, except as otherwise expressly contemplated by this Agreement, Seller shall use reasonable best efforts to cause the representations and warranties made in this Agreement to continue to be true and correct in all material respects on and as of the Closing Date as if made on and as of the Closing Date. Seller shall promptly notify Buyer and Buyer shall promptly notify Seller of any event, condition or circumstance occurring from the date hereof through the Closing Date that would constitute a material violation or breach of any of the respective representations or warranties made by Seller contained in this Agreement if made on such date.

ARTICLE 7

CONDITIONS TO CLOSING

Section 7.1 Buyer's Conditions. Buyer's obligation to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or written waiver on or prior to the Closing Date of all of the following conditions, any or all of which may be waived in whole or in part in writing by the Buyer:

7.1.1 Representations, Warranties, and Covenants of the Seller. The representations and warranties of the Seller and Agent contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, and the covenants and agreements of the Seller and Agent to be performed on or before the Closing Date in accordance with this Agreement shall have been duly performed in all material respects. At the Closing, the Seller and Agent will deliver to Buyer a joint certificate of an officer of the Seller and Agent dated as of the Closing Date, whereby such officer certifies that the conditions set forth in this Section 7.1.1 have been satisfied.

7.1.2 Filings; Consents; Waiting Periods. All consents required for the Seller to perform this Agreement in accordance with the Bankruptcy Code and any other Applicable Laws shall have been obtained and shall be in full force and effect on the Closing Date, and each approval or consent required under such laws to be obtained before consummation of the transaction shall have been obtained or waived and all waiting and other time periods under such laws shall have expired, lapsed or been terminated. No injunction or restraining order shall have been issued by any court of competent jurisdiction and be in effect which restrains or prohibits any material transaction contemplated hereby and no other legal restraint or prohibition preventing the consummation of any material transaction shall be in effect.

7.1.3 Entry of Orders By Bankruptcy Court. Each of the Sale Order and the Bid Procedures Order, both in forms reasonably acceptable to Buyer, shall have been entered by the Bankruptcy Court and shall not have been vacated, stayed, or reversed, or modified, amended, or supplemented in any manner adverse in any material respect to the Buyer.

7.1.4 Title Commitments. At Closing, the Title Company shall issue to Buyer or be irrevocably committed to issue to Buyer an extended coverage ALTA owner's form title policy (the "Title Policy"), for the Property in the amount of the Property Purchase Price with



respect to the Property (or such other amount as Buyer may reasonably request), insuring that fee simple title to the Property is vested in Buyer free and clear of all Liens. Buyer shall be entitled to request that the Title Company provide such endorsements (or amendments) to the Title Policy as Buyer may reasonably require, provided that: (i) such endorsements (or amendments) shall be at no cost to, and shall impose no additional liability on, Seller; (ii) the Closing shall not be materially delayed as a result of Buyer's request.

7.1.5 Litigation. No action, suit or other proceedings shall be pending before any Governmental Entity seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain damages in respect thereof, or involving a claim that consummation thereof would result in the material violation of any law, decree or regulation of any Governmental Entity having appropriate jurisdiction.

7.1.6 Material Adverse Change. Since the date of this Agreement, there shall not have been a Material Adverse Change with respect to the Acquired Assets.

7.1.7 Other. The Seller shall have delivered all items and satisfied all obligations pursuant to Section 8.2.

Section 7.2 Seller's Conditions. The Seller's obligation to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or written waiver on or prior to the Closing Date of all of the following conditions, any or all of which may be waived in whole or in part in writing by the Agent (on behalf of the Seller):

7.2.1 Representations, Warranties, and Covenants of Buyer. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, and the covenants and agreements of Buyer to be performed on or before the Closing Date in accordance with this Agreement shall have been duly performed in all material respects. At the Closing, Buyer will deliver to Seller a certificate dated as of the Closing Date whereby the Buyer certifies that the conditions set forth in this Section 7.2.1 have been satisfied.

7.2.2 Filings; Consents; Waiting Periods. All consents required for Seller to perform this Agreement in accordance with the Bankruptcy Code shall have been obtained and shall be in full force and effect on the Closing Date, and each approval or consent required under such laws to be obtained before consummation of the transaction shall have been obtained or waived and all waiting and other time periods under such laws shall have expired, lapsed or been terminated. No injunction or restraining order shall have been issued by any court of competent jurisdiction and be in effect which restrains or prohibits any material transaction contemplated hereby and no other legal restraint or prohibition preventing the consummation of any material transaction shall be in effect.

7.2.3 Entry of Orders By Bankruptcy Court. Each of the Sale Order and the Bid Procedures Order, both in forms reasonably acceptable to Buyer, shall have been entered by the Bankruptcy Court and shall not have been vacated, stayed, or reversed, or modified, amended, or supplemented in any manner adverse in any material respect to the Buyer.

7.2.4 Other. Buyer shall have delivered all items and satisfied all obligations pursuant to Section 8.3.

ARTICLE 8

CLOSING

Section 8.1 Closing. The closing hereunder ("Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made through escrow at Escrow Agent's office on a date and time mutually agreed to by Buyer and the Agent that is at least one (1) business day after the Sale Order shall have become a Final Order (the "Closing Date").

Section 8.2 Seller's Closing Documents and Other Items. At or before Closing, Seller shall deposit into escrow with the Escrow Agent the following items:

8.2.1 A duly executed and acknowledged "Special Warranty Deed" in favor of Buyer for the Property (or equivalent transfer document applicable in the jurisdiction where the Property is located);¹

8.2.2 One (1) duly executed counterparts of the Bill of Sale in form and substance acceptable to the Buyer (the "Bill of Sale") with respect to the Purchased Assets;

8.2.3 A set of keys to the Property on the Closing Date;

8.2.4 All Books and Records in Seller's possession, custody or control that relate to the Property or the Purchased Assets;

8.2.5 Such other documents as may be reasonably requested by Buyer to consummate the purchase of the Property or Purchased Assets as contemplated by this Agreement; and

8.2.6 Two (2) duly executed counterparts of the Closing Statement.

Section 8.3 Buyer's Closing Documents and Other Items. At or before Closing, Buyer shall deposit into escrow with the Escrow Agent the following items:

8.3.1 One duly executed counterpart of the Bill of Sale;

8.3.2 Such other documents as may be agreed upon by Sellers or the Agent and Buyer to consummate the purchase of the Property as contemplated by this Agreement; and

8.3.3 Two (2) duly executed counterparts of the Closing Statement.

Section 8.4 Prorations and Closing Costs.

¹ The technical real estate and bankruptcy provisions of this Agreement are subject to such technical changes and modifications as may be necessary after review by legal counsel admitted in the jurisdictions where the non-US properties are located.



8.4.1 Seller and Buyer agree to adjust, as of 11:59 p.m. on the day immediately preceding the Closing Date (the "Proration Time"), the following (collectively, the "Proration Items"): real estate and personal property taxes and assessments, homeowners association fees or dues, and utility bills (except as hereinafter provided) payable by the owner of the Property. Seller will be charged or credited for the amounts of all of the Proration Items relating to the period up to and including the Proration Time, and Buyer will be charged or credited for all of the Proration Items relating to the period after the Proration Time. Such preliminary estimated Closing prorations shall be set forth on a preliminary closing statement to be prepared by Seller and submitted to Buyer for Buyer's approval prior to the Closing Date (the "Closing Statement"). The Closing Statement, once agreed upon, shall be signed by Buyer and Seller for purposes of making the preliminary proration adjustment at Closing subject to the final settlement provided for below. The preliminary proration shall be paid at Closing by Buyer to Seller (if the preliminary prorations result in a net credit to Seller) or by Seller to Buyer (if the preliminary prorations result in a net credit to Buyer) by way of increasing or reducing the amount to be paid by Buyer in payment of the Purchase Price at the Closing. If the actual amounts of the Proration Items are not known as of the Proration Time, the prorations will be made at Closing on the basis of the best evidence then available; thereafter, when actual figures are received (not to exceed 120 days after Closing), re-prorations will be made on the basis of the actual figures, and a final settlement will be made between Seller and Buyer. No prorations will be made in relation to insurance premiums, and Seller's insurance policies will not be assigned to Buyer. Final readings and final billings for utilities will be made if possible as of the Proration Time, in which event no proration will be made at Closing with respect to utility bills. Buyer will be entitled to all deposits posted by Seller presently in effect with the utility providers. The provisions of this Section 8.4.1 will survive the Closing for twelve (12) months.

8.4.2 Buyer shall pay: (a) the Escrow Agent's escrow fee; (b) all charges and premiums payable with respect to the Title Policy (including the cost of any endorsements and any title examination fees); (c) the recording fees required in connection with the transfer of the Property to Buyer; (d) all state and local transfer taxes payable as a result of the transfer of the Property by Seller to Buyer; and (e) any additional costs and charges customarily charged to buyers in accordance with common escrow practices in the jurisdictions in which the Property is located, other than those costs and charges specifically required to be paid by Seller hereunder.

ARTICLE 9

TERMINATION

Section 9.1 Termination. In addition to the other rights of termination set forth in this Agreement, prior to the Closing, this Agreement may be terminated:

9.1.1 by Buyer, if the Closing has not occurred by October 25, 2010 (the "Outside Date"); provided that Buyer will not be entitled to so terminate this Agreement if Buyer is then in breach, in any material respect, of this Agreement; or

9.1.2 by Buyer, if Agent or Seller have materially breached or failed to comply with their representations, warranties, covenants, or obligations under this Agreement such that the conditions precedent set forth in Section 7.1 would not reasonably be expected to be



satisfied, such breach or failure to comply shall not have been cured within a period of ten (10) days after Buyer shall have given written notice to Agent of such breach or failure to comply; provided that Buyer will not be entitled to so terminate this Agreement if Buyer is then in breach, in any material respect, of this Agreement; or

9.1.3 by Agent, if Buyer has materially breached or failed to comply with its representations, warranties, covenants, or obligations under this Agreement such that the conditions precedent set forth in Section 7.2 would not reasonably be expected to be satisfied, such breach or failure to comply shall not have been cured within a period of ten (10) days after Agent shall have given written notice to Buyer of such breach or failure to comply; provided that Agent will not be entitled to so terminate this Agreement if Agent or Seller are then in breach, in any material respect, of this Agreement;

9.1.4 by Buyer, in the event of (i) the failure of any condition to closing set forth in Section 7.1; (ii) the closing of an Alternative Transaction; or (iii) at such time as a Sale Order becomes a Final Order that names any party other than Buyer (or any of its Affiliates) as the "Successful Bidder" for the Property or the Purchased Assets; or

9.1.5 by Buyer and Seller upon mutual written consent.

9.1.6 by Buyer, if the Sale Order is not entered by the Bankruptcy Court on or before October 22, 2010.

Section 9.2 Remedies. In the event of termination of this Agreement pursuant to Section 9.1, all obligations of the parties hereto under this Agreement shall terminate and there shall be no liability of any party hereto to any other party, and each party hereto shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement; provided that the foregoing shall not relieve a party of liability for damages actually incurred by the other party as a result of any breach of this Agreement by such party.

ARTICLE 10

MISCELLANEOUS

Section 10.1 Amendment and Modification. Any modification, amendment or waiver of or with respect to any provision of this Agreement or any other document delivered pursuant hereto shall not be effective unless it shall be in writing and signed by the Agent (on behalf of the Seller) and the Buyer and shall designate specifically the terms and provisions so modified.

Section 10.2 Indemnification.

(a) **Seller's Indemnification.** Seller hereby covenants and agrees, from and after the Closing, to indemnify and to hold harmless Buyer and its agents (collectively, the "Buyer Indemnified Party") from and against all claims, losses, liabilities, damages, fines, penalties, taxes, costs and expenses, reasonable fees and disbursements of counsel, including counsel fees incurred to enforce its rights hereunder (collectively, the "Losses"), sustained or incurred by the Buyer Indemnified Party as follows: (i) all Losses sustained or incurred by any



Buyer Indemnified Party in respect of Liabilities of Seller; (ii) all Losses sustained or incurred by any Buyer Indemnified Party resulting from any breach of any representation or warranty on the part of any Seller under this Agreement; (iii) all Losses sustained or incurred by any Buyer Indemnified Party resulting from any breach of Seller's covenants or agreements contained herein; and (iv) all Liabilities and Losses arising from third party claims in any way connected to the ownership, use or operation of the Property or Purchased Assets for the period of Seller's ownership prior to the date on which the Property or Purchased Assets were transferred to Buyer.

(b) **Buyer's Indemnification.** Buyer hereby covenants and agrees, from and after the Closing, to indemnify and to hold harmless Seller and its officers, directors, employees and agents (collectively, the "Seller Indemnified Party") from and against all Losses sustained or incurred by the Seller Indemnified Party as follows: (i) all Losses sustained or incurred by any Seller Indemnified Party resulting from any breach by Buyer of any of its representations or warranties; (ii) all Losses sustained or incurred by any Seller Indemnified Party resulting from any breach of any of Buyer's covenants or agreements contained herein; and (iii) all Liabilities and Losses in any way connected to the ownership, use or operation of the Property and Purchased Assets for the period of Buyer's ownership after the date on which the Property or Purchased Assets were transferred to Buyer.

Section 10.3 Risk of Loss and Insurance Proceeds.

10.3.1 Minor Loss. Buyer shall be bound to purchase the Property and the Purchased Assets for the full Property Purchase Price as required by the terms hereof, without regard to the occurrence or effect of any damage to the Property or destruction of any improvements thereon or condemnation of any portion of the Property, provided that: (a) the cost to repair any such damage or destruction, or the diminution in the value of the Property as a result of a partial condemnation, equals five percent (5%) of the Property Purchase Price or less; and (b) any insurance proceeds or condemnation awards collected or collectible by Seller as a result of any such damage or destruction or condemnation, less the amount of any insurance deductible, shall be turned over from Seller to Buyer.

10.3.2 Major Loss. If the amount of the damage or destruction or condemnation as specified above exceeds five percent (5%) of the Property Purchase Price for the damaged Property, then Buyer may at its option, to be exercised by written notice to the Agent within ten (10) business days of the Agent's or Seller's providing written notice to Buyer of the occurrence of the damage or destruction or the commencement of condemnation proceedings, terminate this Agreement solely with respect to the Property. Buyer's failure to elect to terminate this Agreement with respect to the Property within said ten (10) business day period shall be deemed an election by Buyer to consummate this purchase and sale transaction with respect to the Property. If Buyer elects to terminate this Agreement with respect to the Property within such ten (10) business day period, neither party shall have any further rights or obligations hereunder with respect to the Property except as provided in the Surviving Provisions. If Buyer elects or is deemed to have elected to proceed with the purchase of the Property, then upon the Closing, any insurance proceeds or condemnation awards collected or collectible by Seller as a result of any such damage or destruction or condemnation, less the amount of any insurance deductible, shall be turned over from Seller to Buyer.

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Section 10.4 Amendment and Modification. Any modification, amendment or waiver of or with respect to any provision of this Agreement or any other document delivered pursuant hereto shall not be effective unless it shall be in writing and signed by the Agent (on behalf of the Seller) and the Buyer and shall designate specifically the terms and provisions so modified.

Section 10.5 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

If to Seller:

Ultimate Park City Silverlake, LLC
3501 West Vine Street, Suite 225
Kissimmee, Florida 34741
Attention: Mr. Jeff Sparks
Tel: (407) 483-1901
Fax: (407) 483-1935

with copies to:

Greenberg Traurig, LLP
One International Place
Boston, Massachusetts 02110
Attention: Jeffrey M. Wolf, Esq.
Tel: (617) 310-6000
Fax: (617) 310-6001

If to Buyer:

McFadden Family Trust
24342 Santa Clara Avenue
Dana Point, California
Attention: Timothy P. McFadden
Fax: (866) 210-9757

with copies to:

Law Offices of Jeffery L. McFadden
P.O. Box 515381 #8797
Los Angeles, California 90051-6681
Attention: Jeffery L. McFadden, Esq.
Fax: (760) 284-5655

Any such notices may be sent by: (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. mail; (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier; or (c) facsimile transmission, in which case notice shall be deemed delivered upon electronic verification that transmission to recipient was completed, but only if such notice is also sent by certified mail, return receipt requested or by a nationally recognized overnight courier. The above addresses and facsimile numbers may be changed by written notice to the other party; provided that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Section 10.6 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (including any trustee appointed in respect of the Seller under the Bankruptcy Code). Without limiting any of Buyer's duties and obligations arising under this Agreement the rights and obligations of Buyer under this Agreement with respect to the Property and the Purchased Assets may be assigned by Buyer, in whole, in part, or in multiple parts, upon Buyer delivering written notice thereof to Agent. The Seller shall not assign their rights or delegate their obligations under this Agreement without the express prior written consent of Buyer.

Section 10.7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

Section 10.8 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. This Agreement may be executed and delivered by facsimile transmission or by electronic mail in portable document format with the same effect as if a manually signed original were personally delivered.

Section 10.9 Entire Agreement. This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter hereof.

Section 10.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

Section 10.11 Attorney Fees. If any action is brought by any party to this Agreement to enforce or interpret its terms or provisions, the prevailing party will be entitled to reasonable attorney fees and costs incurred in connection with such action prior to and at trial and on any appeal therefrom.

Section 10.12 Confidential Information. The parties acknowledge that the transaction described herein is of a confidential nature and shall not be disclosed except: (i) to Permitted Outside Parties; (ii) as required by law; (iii) as expressly contemplated by this Agreement (including, without limitation, pursuant to the Sale Motion); or (iv) as otherwise required by the Bankruptcy Court in the Cases. In connection with the negotiation of this Agreement and the preparation for the consummation of the transactions contemplated hereby, each party acknowledges that it will have access to confidential information relating to the other party. Each party shall treat such information as confidential, preserve the confidentiality thereof, and



not duplicate or use such information, except to Permitted Outside Parties in connection with the transactions contemplated hereby. In the event of the termination of this Agreement for any reason whatsoever, Buyer shall return to the Agent, all documents, work papers, engineering and environmental studies and reports and all other materials (including all copies thereof obtained from Seller in connection with the transactions contemplated hereby), if any, and each party shall use its best efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information. Except as required by applicable law or as otherwise contemplated by this Agreement, no party shall issue any press release or make any statement to the media, without the other party's consent, which consent shall not be unreasonably withheld. The provisions of this Section 10.12 shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Agreement.

Section 10.13 No Joint Venture. Nothing set forth in this Agreement shall be construed to create a joint venture between Buyer and Seller.

Section 10.14 Jurisdiction. For so long as Seller (or any of their successors or assigns) remain subject to the jurisdiction of the Bankruptcy Court, the Bankruptcy Court shall have jurisdiction over any dispute arising out of or in connection with the transactions contemplated by this Agreement. The parties hereto consent to the exclusive jurisdiction of the Bankruptcy Court (and the appropriate appellate courts therefrom) in any such dispute and irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of the venue of any such dispute in the Bankruptcy Court or that any such dispute which is brought in the Bankruptcy Court has been brought in an inconvenient forum.

Section 10.15 Waiver of Jury Trial. Each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action (each, an "Action"): (a) arising out of this Agreement, including any present or future amendment thereof; or (b) in any way connected with or related or incidental to the dealings of the parties or any of them with respect to this Agreement (as hereafter amended) or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether such Action is now existing or hereafter arising, and whether sounding in contract or tort or otherwise and regardless of which party asserts such Action; and each party hereby agrees and consents that any such Action shall be decided by court trial without a jury, and that any party to this Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the parties to the waiver of any right they might otherwise have to trial by jury.

Section 10.16 Time of Essence. Time is of the essence of this Agreement.

Section 10.17 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 10.18 Agent. The Seller hereby irrevocably authorizes and empowers the Agent to take the actions, and execute and deliver such documents and instruments, that are provided to



be taken, executed, and delivered by the Agent in this Agreement. All such actions taken or to be taken by the Agent are ratified and confirmed.

[Remainder of Page Blank -- Signature Page Follows]

A handwritten signature, possibly "TW", is enclosed within a hand-drawn circle in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

ULTIMATE PARK CITY SILVERLAKE, LLC,
a Delaware limited liability company

By: Sheon Karol

Name: Sheon Karol

Title: Chief Restructuring Officer

AGENT:

ULTIMATE ESCAPES HOLDINGS, LLC

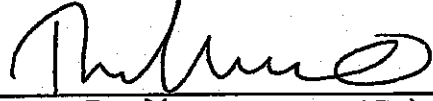
By: Sheon Karol

Name: Sheon Karol

Title: Chief Restructuring Officer

BUYER:

MCFADDEN FAMILY TRUST

By: 

Name: Timothy MCFADDEN

Title: Trustee MCFADDEN Family Trust

DATED 10/17/03



SCHEDULES

To Be Delivered **

**** To be approved by Buyer (McFadden Family Trust dated 101703) prior to
SCHEDULES to be added.**

A handwritten signature in black ink, appearing to read 'Timothy McFadden', written over a horizontal line.

**Timothy McFadden, Trustee
McFadden Family Trust dated 101703**

A handwritten mark consisting of a circle with a stylized 'W' or similar symbol inside, located in the bottom right corner of the page.

Schedule 4.1(d)

NONE

Schedule 4.1(g)

NONE

Schedule 4.1(h)

NONE

Schedule 4.1(i)

NONE

Schedule 4.1(m)

NONE

EXHIBIT A-4

AGREEMENT OF SALE AND PURCHASE

This **AGREEMENT OF SALE AND PURCHASE** (this "Agreement"), dated as of October 19, 2010, is by and among: (i) Dean Factor, an individual as his sole and separate property (the "Buyer"); (ii) Ultimate Park City Silverlake, LLC (the "Seller"); and (iii) Ultimate Escapes Holdings, LLC, as agent for the Seller (in such capacity, the "Agent"). Buyer, Seller, and Agent are individually referred to as a "Party" and collectively referred to as the "Parties". Defined terms used and not defined elsewhere in this Agreement have the meanings ascribed to them in Article 1.

RECITALS

- A. On September 20, 2010 (the "Petition Date"), the Seller, the Agent, and certain of their Affiliates filed voluntary petitions initiating cases (the "Cases") under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court, District of Delaware (the "Bankruptcy Court") and (ii) the Seller, the Agent, and certain of their Affiliates filed the Sale Motion (defined below).
- B. On October 18, 2010, pursuant to the Bid Procedures Order, the Debtors conducted an auction (the "Auction") for the Acquired Assets. The Buyer submitted a Qualified Bid for the Property and, upon the conclusion of the Auction held at the offices of Greenberg Traurig, LLP, 200 Park Avenue, New York, New York 10166, the Buyer was designated as the Successful Bidder for the Property.
- C. The Parties desire to enter into this Agreement and by which Buyer desires to purchase, and Seller will purchase certain assets owned by the Seller pursuant to Section 363 of the Bankruptcy Code in accordance with, and subject to, the terms and conditions of this Agreement.

AGREEMENT

In consideration of the premises and of the mutual representations, warranties, promises, and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound hereby, it is hereby agreed by the Seller, the Buyer, and, to the extent applicable, the Agent, as follows:

ARTICLE 1

CERTAIN DEFINITIONS

Section 1.1 Definitions. The Parties agree that the following terms shall have the meanings hereinafter set forth, such definitions to be applicable equally to the singular and plural forms, and to the masculine and feminine forms, of such terms:

- 1.1.1 "Action" shall have the meaning ascribed in Section 10.15.

1.1.2 "Affiliate" shall mean, with respect to any given Person, any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such given Person. For the purposes of this definition, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have the meanings correlative to the foregoing.

1.1.3 "Agreement" shall mean this Agreement, as the same may be amended, modified, or supplemented from time to time in writing by Buyer and the Agent (on behalf of the Seller).

1.1.4 "Alternative Transaction" shall mean (x) any transaction or series of transactions: (i) involving a third party and Seller (other than the transactions contemplated by this Agreement) relating to any merger, consolidation, business combination, sale of all or substantially all of Seller's assets, sale of shares of capital stock, or any restructuring, recapitalization, investment, or similar transaction (whether through a plan of reorganization or otherwise) involving any significant portion of the Property and Purchased Assets; or (ii) pursuant to which the holders of the debt of the Seller obtain a majority of the equity interests of the Seller or all or substantially all of the assets of the Seller in exchange for such debt or (y) a plan of reorganization of the Seller not involving the sale of the Purchased Assets to Buyer or any third party investor.

1.1.5 "Bankruptcy Code" shall have the meaning ascribed in the Recitals.

1.1.6 "Bankruptcy Court" shall have the meaning ascribed in the Recitals.

1.1.7 "Bid Procedures Motion" shall mean that certain Motion, Pursuant to Section 105(a), 363(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014 and Local Rules 2002-1 and 6004-1, Requesting Entry of Order: (A) Approving Bid Procedures Relating to Sale of the Debtors; Assets; (B) Scheduling a Hearing to Consider the Sale; (C) Approving the Form and Manner of Notice of Sale by Auction; (D) Establishing Procedures for Noticing and Determining Cure Amounts; and (E) Granting Related Relief, filed by the Seller, the Agent, and certain of their Affiliates with the Bankruptcy Court on September 20, 2010.

1.1.8 "Bid Procedures Order" shall mean an order of the Bankruptcy Court, in substantially the form attached as an exhibit to the Bid Procedures Motion, approving the bid procedures substantially in the form attached to the Bid Procedures Motion.

1.1.9 "Bill of Sale" shall have the meanings ascribed in Section 8.2.2.

1.1.10 "Books and Records" shall mean all data, books, records, manuals, documents, correspondence, sales and credit reports, literature, brochures, advertising material and the like incidental to or used in the Seller's business or relating to the Property, including, without limitation, (i) service and warranty records; (ii) sales and credit records, catalogs and brochures relating to the Seller's business, sales support and promotion materials, creative materials, art work, photographs, public relations and advertising material, studies, reports,

shipping materials, office supplies and materials, sales and marketing files correspondence and other similar documents and records used in the Seller's business, whether in electronic form or otherwise; (iii) all client, customer and supplier lists, files, order information, telephone numbers, addresses and electronic mail addresses and the other information with respect to past, present or prospective clients, customers and suppliers incidental to or used in the Seller's business; (iv) accounting records; (v) cost and pricing information; and (vi) sales and credit records, purchasing records, records relating to suppliers and other records relating to the Seller's business.

1.1.11 "Buyer Indemnified Party" shall have the meaning ascribed in Section 10.2(a).

1.1.12 "Cash" shall mean cash and cash equivalents (including, but not limited to, bank deposits, checks and similar items) in certified or immediately available funds.

1.1.13 "Claim" shall have the meaning set forth in Section 101(5) of the Bankruptcy Code.

1.1.14 "Closing" shall have the meaning ascribed in Section 8.1.

1.1.15 "Closing Date" shall have the meaning ascribed in Section 8.1.

1.1.16 "Closing Statement" shall have the meaning ascribed in Section 8.4.1.

1.1.17 "Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

1.1.18 "DIP Lender" shall mean CapitalSource Finance LLC, as administrative agent and a collateral agent, and CapitalSource Bahamas LLC, as a collateral agent, for the benefit of CapitalSource Bank, as lender under the Pre-Petition Loan Documents (as defined herein) and the DIP Facility (as defined in the DIP Order as defined herein), or any of their respective designees.

1.1.19 "DIP Order" shall mean the Interim Order filed by the Seller, the Agent and certain of their Affiliates with the Bankruptcy Court (I) Authorizing (A) Secured Post-Petition Financing Pursuant to 11.U.S.C. §§ 105, 361, 362 and 364(c) and (d); (B) Granting Security Interests, Superpriority Claims and Adequate Protection; and (C) Use of Cash Collateral and (II) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(c), as such Interim Order may be amended, extended, or modified, and including any subsequent Final Order relating to any approved secured post-petition financing by the DIP Lender.

1.1.20 "Environmental Laws" shall mean all federal, state, and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances, and regulations issued by any Governmental Entity with respect to or which otherwise pertain to or affect the Property or any portion thereof, the use, ownership, occupancy, or operation of the Property or any portion thereof, or any owner of the Property, and as same have been amended, modified, or supplemented from time to time, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980

(42 U.S.C. § 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. § 1802 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), the Superfund Amendment Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.), comparable state and local laws, and any and all rules and regulations which have become effective prior to the date of this Agreement under any and all of the aforementioned laws.

1.1.21 "Escrow Agent" shall mean Greenberg Traurig, LLP.

1.1.22 "Final Order" shall refer to an order or judgment of any Governmental Entity as to which the time to file an appeal, a motion for rehearing or reconsideration (excluding any motion under F.R.C.P. 60(b)) or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

1.1.23 "Governmental Entity" shall mean: (i) any federal, state, county, local, municipal or foreign governmental or administrative agency or political subdivision thereof; (ii) any governmental authority, board, bureau, commission, department or instrumentality; and (iii) any court or administrative tribunal.

1.1.24 "Hazardous Materials" shall mean any pollutants, contaminants, hazardous or toxic substances, materials or wastes (including petroleum, petroleum by-products, radon, asbestos and asbestos containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing equipment, radioactive elements, infectious agents, and urea formaldehyde), as such terms are used in any Environmental Laws.

1.1.25 "Intellectual Property" shall mean all intellectual property that the Seller owns, licenses or uses including, but not limited to, any works of authorship, inventions (whether patentable or not), invention disclosures, industrial models, industrial designs, utility models and certificates of invention, designs (including without limitation graphics, label and artistic designs), all United States and foreign patents and patent applications (including provisional patent applications), including all U.S., foreign and PCT related applications continuations, continuations-in-part, divisionals, RCES, CPAs, reexaminations, reissues and the like), trademarks, trade names, service marks, copyrights, and any applications for such trademarks, trade names, service marks and copyrights, all names, designs, business and product names and logos together in all cases with related intangible value, franchises, franchise rights, domain names, pricing and cost information, business and marketing plans and proposals and other trade secrets, schematics, technical information, technology, manufacturing and engineering information, know-how, and computer software programs or applications, source codes, object codes and tangible or intangible proprietary information or material.

1.1.26 "Knowledge" or "Seller's Knowledge" shall mean the actual knowledge, after a reasonable and good faith investigation of any specified matter, of Jim Tousignant, Phil Callaghan and Jeff Sparks.

1.1.27 "Liabilities" shall mean all liabilities and obligations (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including all liabilities for Taxes with respect to periods prior to the Closing Date (including periods prior to the Petition Date).

1.1.28 "Licenses" shall mean, collectively, to the extent assignable, all licenses, permits, approvals, certificates of occupancy, dedications, subdivision maps and entitlements now or hereafter issued, approved or granted by any Governmental Entity (each, a "Permit"), in each case, with respect to the Property or the Purchased Assets; provided, however, that, to the extent that Seller has any right, title, or interest in any Permit that is not issued in the name of Seller then, to the extent assignable, the definition of Licenses will also include such Permits.

1.1.29 "Lien" or "Liens" means any lien (statutory or otherwise), hypothecation, encumbrance, Claim, security interest, interest, mortgage, deed of trust, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, covenant, encroachment, option, right of recovery, Tax (including foreign, federal, state and local Tax), order of any Governmental Entity, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, (iii) any claim based on any theory that Buyer is a successor, transferee or continuation of Seller and (iv) any leasehold interest, license or other right, in favor of a third party or Seller, to use the Property or the Purchased Assets or any portion thereof, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

1.1.30 "Losses" shall have the meaning ascribed in Section 9.2(a).

1.1.31 "Permitted Outside Parties" shall have the meaning ascribed in Section 3.4.

1.1.32 "Person" means any individual, any corporation, limited liability company, partnership, or other entity, and any Governmental Entity.

1.1.33 "Personal Property" shall mean (i) the tangible personal property which is located at and used in connection with the Property, including, but not limited to all furniture, fixtures and equipment located at and used in connection with the Property; (ii) all of Seller's Books and Records, (iii) any intangible assets owned by the Seller including any Intellectual Property and all goodwill associated therewith, the right to sue and collect for past infringement of such Intellectual Property, the right to create derivative works for any such Intellectual Property (including the right to exploit any copyrighted works for subsidiary purposes and in different media and by future methods of exploitation) and all causes of action related to such Intellectual Property, (iv) any accounts receivable, (v) all of Seller's deposits, credits, pre-paid expenses, deferred charges, advance payments, security deposits, bonds, letters of credit, rights to escrows, claims for refunds, and prepaid items, (vi) all computers, computer support equipment and software, telephone and communication systems, security systems, accounting systems, email addresses, source codes and master disks of source codes, other proprietary

information owned or licensed, whether for general business usage (e.g., accounting, word processing, graphics, spreadsheet analysis), or specific, unique-to-the-business usage, including all aspects of the reservation system used by Seller in connection with the operation of its vacation club, and any tangible or intangible property and rights of every kind or nature used by the Company assets.

1.1.34 "Pre-Petition Indebtedness" shall mean the outstanding principal, interest and fees owed by Seller to the DIP Lender pursuant to the Pre-Petition Loan Documents, which totaled \$97,533.302.39 as of September 20, 2010, and increases in the amount of \$32,968.98 per diem thereafter until repaid or the Closing occurs.

1.1.35 "Pre-Petition Loan Documents" shall mean (i) that certain Consolidated Amended and Restated Loan and Security Agreement, dated as of September 15, 2009, among Seller, Agent and certain of their Affiliates, the DIP Lender (or certain Affiliates of the DIP Lender) and the other parties thereto and (ii) each of the documents executed in connection therewith.

1.1.36 "Property" shall mean: (i) the parcel of land and appurtenances thereto located at Inn at Silver Lake, 7560 Royal Street, Unit 2, Park City, Utah 84060 (including, without limitation, all rights-of-way, open or proposed streets, alleys, easements, strips, or gores of land adjacent thereto); (ii) the buildings, improvements, and structures located on such parcels of land and fixtures which are located at and affixed to any of such buildings, improvements, and structures; and (iii) all tangible and intangible assets and personal property of any nature relating to any of the foregoing property (including without limitation: (A) the Personal Property associated with such Property; (B) all warranties upon the improvements or the Personal Property associated with such Property; (C) rights to any plans, specifications, engineering studies, reports, drawings, and prints relating to the construction, reconstruction, modification, and alteration of improvements; and (D) any Licenses associated with the Property).

1.1.37 "Property Purchase Price" shall mean, with respect to the Property, the Property Purchase Price in the amount of \$1,796,242.

1.1.38 "Proration Items" shall have the meaning ascribed in Section 8.4.1.

1.1.39 "Proration Time" shall have the meaning ascribed in Section 8.4.1.

1.1.40 "Purchased Assets" shall mean all Personal Property.

1.1.41 "Qualified Bid" shall have the meaning ascribed to it in the Bid Procedures attached to the Bid Procedures Order.

1.1.42 "Sale Motion" shall mean that certain Motion, Pursuant to Sections 105(a), 363(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014 and Local Rules 2002-1 and 6004-1, Requesting Entry of Order: (A) Approving Asset Purchase Agreement and Authorizing the Sale of Substantially all of the Debtors' Assets Outside the Ordinary Course of Business; (B) Authorizing the Sale of Assets Free and Clear of all Liens, Claims, Interests and Encumbrances; and (C) Granting Related Relief filed by Seller, Agent and certain of their Affiliates with the Bankruptcy Court on September 20, 2010.

1.1.43 "Sale Order" shall mean an order entered by the Bankruptcy Court, in substantially the form attached as an exhibit to the Sale Motion, approving the transactions contemplated by this Agreement with the Buyer or, as the context requires, with a third-party.

1.1.44 "Seller Indemnified Party" shall have the meaning ascribed in Section 10.2(b).

1.1.45 "Surviving Provisions" shall mean those provisions of this Agreement that expressly survive the termination of this Agreement or the Closing, as the case may be, including, without limitation, Sections 6.3(b), 8.4.1, and 10.12.

1.1.46 "Tax" means any tax, charge or assessment by or liability to any Governmental Entity, including, but not limited to, any deficiency, interest or penalty.

1.1.47 "Tax Return" means any return, report or declaration filed with or submitted to any Governmental Entity in connection with the assessment, collection or payment of any Tax.

1.1.48 "Title Company" shall mean Fidelity National Title Insurance Company.

1.1.49 "Title Policy" shall have the meanings ascribed in Section 7.1.4.

Section 1.2 Rules of Construction. Article and Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. All references to "Articles" or "Sections" without reference to a document other than this Agreement, are intended to designate articles and sections of this Agreement, and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Article or Section, unless specifically designated otherwise. The use of the term "including" shall mean in all cases "including but not limited to," unless specifically designated otherwise. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

ARTICLE 2

AGREEMENT OF PURCHASE AND SALE; PURCHASE PRICE

Section 2.1 Agreement of Purchase and Sale. Seller agrees to sell, transfer, assign, and convey to Buyer, and Buyer agrees to purchase and accept, subject to the terms and conditions of this Agreement, good and marketable title in and to the Property and the Purchased Assets, in each case, free and clear of all Liens and Claims.

Section 2.2 Property Purchase Price. Subject to any adjustment as provided herein or in the Bid Procedures, Buyer shall pay Seller the Property Purchase Price for the Property of \$1,796,242, which such amount shall be paid in Cash.

Section 2.3 No Liabilities Assumed. Seller acknowledges and agrees that pursuant to the terms and provisions of this Agreement, Buyer shall not assume, and shall not be deemed to have assumed, any debt, Claim, obligation or other Liability of Seller whatsoever.

ARTICLE 3

CONDITION OF THE PROPERTIES AND THE PURCHASED ASSETS

Section 3.1 Confidentiality. Buyer agrees that any information obtained by Buyer or its Affiliates, lenders, investors, attorneys, accounts, and other advisors (collectively, the "Permitted Outside Parties") shall be treated as confidential pursuant to Section 10.12 of this Agreement and shall be used only to evaluate the acquisition of the Property and the Purchased Assets from Seller.

Section 3.2 Maintenance of Property. From the date hereof until the Closing Date, and except as otherwise consented to or approved by Buyer in writing, Sellers covenant and agree with Buyer that Seller will, from the date hereof until the Closing Date or earlier termination of this Agreement: (i) maintain the Property and the Purchased Assets to keep such Property and Purchased Assets in such condition as they were in as of the Petition Date, subject to ordinary wear and tear; and (ii) maintain, at Seller's expense, all risk coverage insurance on the Property and the Purchased Assets in an amount equal to the full replacement value of the Property.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLERS

Section 4.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) Status. Seller is a limited liability company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Seller is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required.

(b) Authority. Subject to any necessary authorization from and the jurisdiction of the Bankruptcy Court, Seller has all requisite power and authority to own its properties and assets and to carry on its business as it is now being conducted. After giving effect to the Sale Order, the execution and delivery of this Agreement and the performance of Seller's obligations hereunder have been or will be duly authorized by all necessary action on the part of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller, subject to equitable principles and principles governing creditors' rights generally.

(c) Non-Contravention. After giving effect to the Sale Order, the execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby will not: (i) violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Entity; (ii) conflict with, result in a breach of, or constitute a default under the organic documents of Seller; or (iii) result in a breach of, constitute a default

under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease (including, without limitation, the Leases), license, instrument, or other arrangement to which the Seller is a party or by which it is bound or to which any of its respective assets are subject (or result in the imposition of any lien upon any of their respective assets), except where the violation, breach, default, acceleration, termination, modification, cancellation, failure to give notice or lien would not be materially adverse to the Property, or the ability of the Seller to consummate the transactions contemplated by this Agreement.

(d) Suits and Proceedings. Except as set forth on Schedule 4.1(d), there are no actions, suits, investigations or proceedings pending or, to the Seller's Knowledge, threatened, against or involving the Seller, the Property or the Purchased Assets. Except as set forth on Schedule 4.1(d), there are no outstanding orders, rulings, decrees, judgments, or stipulations to which the Seller is a party or by which the Seller, the Property, or any of the Purchased Assets are bound, by or with any court, arbitrator or administrative agency.

(e) Non-Foreign Entity. Seller is not a "foreign person" or "foreign corporation" as those terms are defined in the Code and the regulations promulgated thereunder.

(f) Consents. After giving effect to the Sale Order, no consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Seller or the performance by Seller of the transaction contemplated hereby.

(g) Compliance with Laws. Except as set forth on Schedule 4.1(g), to the Seller's Knowledge, the Seller has complied in all material respects with all laws, regulations, rules, orders, judgments, decrees and other requirements imposed by federal, state, and local Governmental Entities applicable to them in the operation or ownership of the Property and the Purchased Assets (the "Applicable Laws").

(h) Environmental Matters. Except as set forth on Schedule 4.1(h): (a) there have been and are no past or present actions, activities, circumstances, conditions, events or incidents, including, without limitation, the release, emission, discharge, presence or disposal of any Hazardous Materials on the Property or any other property that could reasonably form the basis of any environmental claim against the Seller or against any Person whose liability for any environmental claim Seller has or may have retained or assumed either contractually or by operation of law; or (b) there has been no violation of any Environmental Law in any material respect. Except as set forth on Schedule 4.1(h), the Seller has not received any actual or threatened order, notice or other written communication from any Governmental Entity with respect to the Property of any actual or potential violation or failure to comply with any Environmental Law.

(i) Property. Seller has good and marketable title to and lawful ownership of the Property and the Purchased Assets, free and clear of all Liens. Seller has made available to Buyer true and complete copies of all certificates of occupancy for the Property and a copy of any variance granted with respect to the Property pursuant to applicable zoning laws or ordinances. Except as set forth on Schedule 4.1(i), Seller has not received any written notice

from any Governmental Entity with respect to the ownership or use of the Property or the Purchased Assets that might adversely affect the rights of Buyer in the Property or the Purchased Assets.

(j) Zoning. To the Seller's Knowledge: (i) the Property complies in all material respects with all applicable zoning, building, fire and safety codes or regulations. To Seller's Knowledge, there is no plan, study or effort by any Governmental Entity to alter or change the zoning of the Property; and (ii) Seller's use of the Property complies with all applicable homeowners' or condominium association rules, regulations, codes, or declarations and Seller has not received any notices from any homeowners' associations, condominium associations, or similar entities regarding Seller's use of the Property in the conduct of its business.

(k) Rights of Use and Occupancy. Seller has the exclusive right of use and occupancy of the Property. There are no contracts or agreements to which the Seller is a party or by which the Property is bound, granting to any person the right of use or occupancy of any portion of the Property. All water, sewer, gas, electric, telephone and drainage facilities and all other utilities and public and quasi-public improvements upon or adjacent to the Property required by law or for the normal operation of the Property are available and are or were adequate for Seller's use of the Property. The heating, ventilation, air conditioning, sewer, water, plumbing, electrical, gas, and other mechanical systems on the Property are in good working order and no repairs with respect thereto are required for the operation of the Property. No material repairs are required to the roof, foundation exterior walls, floors, ceilings or supporting members of the Property, and, without limiting the generality of the foregoing, there are no defects in the Property which affect use of the Property.

(l) Purchased Assets. After giving effect to the Sale Order, at Closing, Seller will transfer and convey to Buyer good and marketable title to the Purchased Assets, free and clear of all Liens other than Permitted Exceptions. The Purchased Assets are in good operating condition and repair, normal wear and tear excepted, and have been maintained in accordance with all applicable specifications and warranties and normal industry practice.

(m) Taxes. Seller has filed or caused to be filed, within the times and within the manner prescribed by law, all federal, provincial and local Tax Returns and tax reports which are required to be filed by Seller. Such returns and reports reflect accurately all liability for Taxes of Seller for the periods covered thereby. All federal, provincial, state and local income, profits, sales, use, occupancy, excise and other Taxes, assessments and reassessments (including interest and penalties) payable by, or due from, Seller have been fully paid or adequately disclosed and fully provided for on Schedule 4.1(m) and/or the Books and Records of Seller. There are no actions, suits or other proceedings or investigations or claims in progress, pending or, to Seller's knowledge threatened against Seller in respect of any Taxes, governmental charges or assessments and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any governmental authority relating to any such Taxes, governmental charges and assessments that are not otherwise going to be paid. Seller has withheld and remitted all amounts required to be withheld and remitted by them in respect of any Taxes, or will remit such amounts promptly after Closing.

(n) Brokers. Seller and the Agent hereby represent and warrant to Buyer that they did not employ or use any broker or finder to arrange or bring about this transaction, and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement.

(o) AS IS, WHERE IS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT: (I) THE SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE, QUALITY OR PROSPECTS OF THE PROPERTY AND THE PURCHASED ASSETS; AND (II) THE SELLER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY AND THE PURCHASED ASSETS, IT BEING UNDERSTOOD THAT SUCH SUBJECT ASSETS ARE BEING ACQUIRED "AS IS, WHERE IS" ON THE CLOSING DATE, AND IN THEIR PRESENT CONDITION, AND BUYER SHALL RELY ON ITS OWN EXAMINATION AND INVESTIGATION THEREOF.

ARTICLE 5

Section 5.1 Buyer's Representations and Warranties. Buyer represents and warrants to Seller the following:

(a) Status. Buyer is an individual citizen of the United States.

(b) Authority. After giving effect to the Sale Order, the execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been or will be duly authorized by all necessary action on the part of Buyer and this Agreement constitutes the legal, valid and binding obligation of Buyer, subject to equitable principles and principles governing creditors' rights generally.

(c) Non-Contravention. After giving effect to the Sale Order, the execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby will not violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Entity or conflict with, result in a breach of, or constitute a default under the organic documents of Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Buyer is a party or by which it is bound.

(d) Consents. After giving effect to the Sale Order, no consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Buyer or the performance by Buyer of the transactions contemplated hereby.

(e) Brokers. Buyer hereby represents and warrants to Seller that it did not employ or use any broker or finder to arrange or bring about this transaction, and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement.

ARTICLE 6

ADDITIONAL COVENANTS

Section 6.1 Bankruptcy Matters. Seller will use its reasonable best efforts to have the Bankruptcy Court enter the Sale Order (in substantially the form attached to the Sale Motion) as soon as practicable. Buyer shall use its commercially reasonable efforts to assist Seller in obtaining the Sale Order.

Section 6.2 Access to Information and Facilities. Seller shall allow Buyer and its Permitted Outside Parties to make such inspection of the Property and the Purchased Assets, and to inspect and make copies of Seller's contracts, Books and Records and all other documents and information requested by Buyer and related to the Property and the Purchased Assets.

Section 6.3 Best Efforts; Further Assurances.

(a) Seller will use its reasonable best efforts to fulfill or obtain the fulfillment of the conditions to Closing of this Agreement and to timely obtain any and all consents required for the consummation of the transactions contemplated by this Agreement as soon as practicable.

(b) Seller shall execute such documents and use its reasonable best efforts to take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement (including, without limitation, to put Buyer in actual possession and control of the Property and the Purchased Assets, to effectuate, record or perfect the transfer of the Property and the Purchased Assets to Buyer, to confirm the title of the Property and the Purchased Assets in Buyer, to assist Buyer in exercising rights relating thereto, to obtain all consents, approvals and authorizations of third parties, to make all filings with and give all notices to third parties which may be necessary or required in order to effectuate the transactions contemplated hereby). The obligations of Seller set forth in the first sentence of this Section 6.3(b) shall survive the Closing.

Section 6.4 Continued Effectiveness of Representations and Warranties. From the date hereof through the Closing Date, except as otherwise expressly contemplated by this Agreement, Seller shall use reasonable best efforts to cause the representations and warranties made in this Agreement to continue to be true and correct in all material respects on and as of the Closing Date as if made on and as of the Closing Date. Seller shall promptly notify Buyer and Buyer shall promptly notify Seller of any event, condition or circumstance occurring from the date hereof through the Closing Date that would constitute a material violation or breach of any of the respective representations or warranties made by Seller contained in this Agreement if made on such date.

ARTICLE 7

CONDITIONS TO CLOSING

Section 7.1 Buyer's Conditions. Buyer's obligation to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or written waiver on or prior

to the Closing Date of all of the following conditions, any or all of which may be waived in whole or in part in writing by the Buyer:

7.1.1 Representations, Warranties, and Covenants of the Seller. The representations and warranties of the Seller and Agent contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, and the covenants and agreements of the Seller and Agent to be performed on or before the Closing Date in accordance with this Agreement shall have been duly performed in all material respects. At the Closing, the Seller and Agent will deliver to Buyer a joint certificate of an officer of the Seller and Agent dated as of the Closing Date, whereby such officer certifies that the conditions set forth in this Section 7.1.1 have been satisfied.

7.1.2 Filings; Consents; Waiting Periods. All consents required for the Seller to perform this Agreement in accordance with the Bankruptcy Code and any other Applicable Laws shall have been obtained and shall be in full force and effect on the Closing Date, and each approval or consent required under such laws to be obtained before consummation of the transaction shall have been obtained or waived and all waiting and other time periods under such laws shall have expired, lapsed or been terminated. No injunction or restraining order shall have been issued by any court of competent jurisdiction and be in effect which restrains or prohibits any material transaction contemplated hereby and no other legal restraint or prohibition preventing the consummation of any material transaction shall be in effect.

7.1.3 Entry of Orders By Bankruptcy Court. Each of the Sale Order and the Bid Procedures Order, both in forms reasonably acceptable to Buyer, shall have been entered by the Bankruptcy Court and shall not have been vacated, stayed, or reversed, or modified, amended, or supplemented in any manner adverse in any material respect to the Buyer.

7.1.4 Title Commitments. At Closing, the Title Company shall issue to Buyer or be irrevocably committed to issue to Buyer an extended coverage ALTA owner's form title policy (the "Title Policy"), for the Property in the amount of the Property Purchase Price with respect to the Property (or such other amount as Buyer may reasonably request), insuring that fee simple title to the Property is vested in Buyer free and clear of all Liens. Buyer shall be entitled to request that the Title Company provide such endorsements (or amendments) to the Title Policy as Buyer may reasonably require, provided that: (i) such endorsements (or amendments) shall be at no cost to, and shall impose no additional liability on, Seller; (ii) the Closing shall not be materially delayed as a result of Buyer's request.

7.1.5 Litigation. No action, suit or other proceedings shall be pending before any Governmental Entity seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain damages in respect thereof, or involving a claim that consummation thereof would result in the material violation of any law, decree or regulation of any Governmental Entity having appropriate jurisdiction.

7.1.6 Material Adverse Change. Since the date of this Agreement, there shall not have been a Material Adverse Change with respect to the Acquired Assets.

7.1.7 Other. The Seller shall have delivered all items and satisfied all obligations pursuant to Section 8.2.

Section 7.2 Seller's Conditions. The Seller's obligation to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or written waiver on or prior to the Closing Date of all of the following conditions, any or all of which may be waived in whole or in part in writing by the Agent (on behalf of the Seller):

7.2.1 Representations, Warranties, and Covenants of Buyer. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, and the covenants and agreements of Buyer to be performed on or before the Closing Date in accordance with this Agreement shall have been duly performed in all material respects. At the Closing, Buyer will deliver to Seller a certificate dated as of the Closing Date whereby the Buyer certifies that the conditions set forth in this Section 7.2.1 have been satisfied.

7.2.2 Filings; Consents; Waiting Periods. All consents required for Seller to perform this Agreement in accordance with the Bankruptcy Code shall have been obtained and shall be in full force and effect on the Closing Date, and each approval or consent required under such laws to be obtained before consummation of the transaction shall have been obtained or waived and all waiting and other time periods under such laws shall have expired, lapsed or been terminated. No injunction or restraining order shall have been issued by any court of competent jurisdiction and be in effect which restrains or prohibits any material transaction contemplated hereby and no other legal restraint or prohibition preventing the consummation of any material transaction shall be in effect.

7.2.3 Entry of Orders By Bankruptcy Court. Each of the Sale Order and the Bid Procedures Order, both in forms reasonably acceptable to Buyer, shall have been entered by the Bankruptcy Court and shall not have been vacated, stayed, or reversed, or modified, amended, or supplemented in any manner adverse in any material respect to the Buyer.

7.2.4 Other. Buyer shall have delivered all items and satisfied all obligations pursuant to Section 8.3.

ARTICLE 8

CLOSING

Section 8.1 Closing. The closing hereunder ("Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made through escrow at Escrow Agent's office on a date and time mutually agreed to by Buyer and the Agent that is at least one (1) business day after the Sale Order shall have become a Final Order (the "Closing Date").

Section 8.2 Seller's Closing Documents and Other Items. At or before Closing, Seller shall deposit into escrow with the Escrow Agent the following items:

8.2.1 A duly executed and acknowledged "Special Warranty Deed" in favor of Buyer for the Property (or equivalent transfer document applicable in the jurisdiction where the Property is located);¹

8.2.2 One (1) duly executed counterparts of the Bill of Sale in form and substance acceptable to the Buyer (the "Bill of Sale") with respect to the Purchased Assets;

8.2.3 A set of keys to the Property on the Closing Date;

8.2.4 All Books and Records in Seller's possession, custody or control that relate to the Property or the Purchased Assets;

8.2.5 Such other documents as may be reasonably requested by Buyer to consummate the purchase of the Property or Purchased Assets as contemplated by this Agreement; and

8.2.6 Two (2) duly executed counterparts of the Closing Statement.

Section 8.3 Buyer's Closing Documents and Other Items. At or before Closing, Buyer shall deposit into escrow with the Escrow Agent the following items:

8.3.1 One duly executed counterpart of the Bill of Sale;

8.3.2 Such other documents as may be agreed upon by Sellers or the Agent and Buyer to consummate the purchase of the Property as contemplated by this Agreement; and

8.3.3 Two (2) duly executed counterparts of the Closing Statement.

Section 8.4 Prorations and Closing Costs.

8.4.1 Seller and Buyer agree to adjust, as of 11:59 p.m. on the day immediately preceding the Closing Date (the "Proration Time"), the following (collectively, the "Proration Items"): real estate and personal property taxes and assessments, homeowners association fees or dues, and utility bills (except as hereinafter provided) payable by the owner of the Property. Seller will be charged or credited for the amounts of all of the Proration Items relating to the period up to and including the Proration Time, and Buyer will be charged or credited for all of the Proration Items relating to the period after the Proration Time. Such preliminary estimated Closing prorations shall be set forth on a preliminary closing statement to be prepared by Seller and submitted to Buyer for Buyer's approval prior to the Closing Date (the "Closing Statement"). The Closing Statement, once agreed upon, shall be signed by Buyer and Seller for purposes of making the preliminary proration adjustment at Closing subject to the final settlement provided for below. The preliminary proration shall be paid at Closing by Buyer to Seller (if the preliminary prorations result in a net credit to Seller) or by Seller to Buyer (if the preliminary prorations result in a net credit to Buyer) by way of increasing or reducing the

¹ The technical real estate and bankruptcy provisions of this Agreement are subject to such technical changes and modifications as may be necessary after review by legal counsel admitted in the jurisdictions where the non-US properties are located.

amount to be paid by Buyer in payment of the Purchase Price at the Closing. If the actual amounts of the Proration Items are not known as of the Proration Time, the prorations will be made at Closing on the basis of the best evidence then available; thereafter, when actual figures are received (not to exceed 120 days after Closing), re-prorations will be made on the basis of the actual figures, and a final settlement will be made between Seller and Buyer. No prorations will be made in relation to insurance premiums, and Seller's insurance policies will not be assigned to Buyer. Final readings and final billings for utilities will be made if possible as of the Proration Time, in which event no proration will be made at Closing with respect to utility bills. Buyer will be entitled to all deposits posted by Seller presently in effect with the utility providers. The provisions of this Section 8.4.1 will survive the Closing for twelve (12) months.

8.4.2 Buyer shall pay: (a) the Escrow Agent's escrow fee; (b) all charges and premiums payable with respect to the Title Policy (including the cost of any endorsements and any title examination fees); (c) the recording fees required in connection with the transfer of the Property to Buyer; (d) all state and local transfer taxes payable as a result of the transfer of the Property by Seller to Buyer; and (e) any additional costs and charges customarily charged to buyers in accordance with common escrow practices in the jurisdictions in which the Property is located, other than those costs and charges specifically required to be paid by Seller hereunder.

ARTICLE 9

TERMINATION

Section 9.1 Termination. In addition to the other rights of termination set forth in this Agreement, prior to the Closing, this Agreement may be terminated:

9.1.1 by Buyer, if the Closing has not occurred by October 25, 2010 (the "Outside Date"); provided that Buyer will not be entitled to so terminate this Agreement if Buyer is then in breach, in any material respect, of this Agreement; or

9.1.2 by Buyer, if Agent or Seller have materially breached or failed to comply with their representations, warranties, covenants, or obligations under this Agreement such that the conditions precedent set forth in Section 7.1 would not reasonably be expected to be satisfied, such breach or failure to comply shall not have been cured within a period of ten (10) days after Buyer shall have given written notice to Agent of such breach or failure to comply; provided that Buyer will not be entitled to so terminate this Agreement if Buyer is then in breach, in any material respect, of this Agreement; or

9.1.3 by Agent, if Buyer has materially breached or failed to comply with its representations, warranties, covenants, or obligations under this Agreement such that the conditions precedent set forth in Section 7.2 would not reasonably be expected to be satisfied, such breach or failure to comply shall not have been cured within a period of ten (10) days after Agent shall have given written notice to Buyer of such breach or failure to comply; provided that Agent will not be entitled to so terminate this Agreement if Agent or Seller are then in breach, in any material respect, of this Agreement;

9.1.4 by Buyer, in the event of (i) the failure of any condition to closing set forth in Section 7.1; (ii) the closing of an Alternative Transaction; or (iii) at such time as a Sale Order

becomes a Final Order that names any party other than Buyer (or any of its Affiliates) as the "Successful Bidder" for the Property or the Purchased Assets; or

9.1.5 by Buyer and Seller upon mutual written consent.

9.1.6 by Buyer, if the Sale Order is not entered by the Bankruptcy Court on or before October 22, 2010.

Section 9.2 Remedies. In the event of termination of this Agreement pursuant to Section 9.1, all obligations of the parties hereto under this Agreement shall terminate and there shall be no liability of any party hereto to any other party, and each party hereto shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement; provided that the foregoing shall not relieve a party of liability for damages actually incurred by the other party as a result of any breach of this Agreement by such party.

ARTICLE 10

MISCELLANEOUS

Section 10.1 Amendment and Modification. Any modification, amendment or waiver of or with respect to any provision of this Agreement or any other document delivered pursuant hereto shall not be effective unless it shall be in writing and signed by the Agent (on behalf of the Seller) and the Buyer and shall designate specifically the terms and provisions so modified.

Section 10.2 Indemnification.

(a) **Seller's Indemnification.** Seller hereby covenants and agrees, from and after the Closing, to indemnify and to hold harmless Buyer and its agents (collectively, the "Buyer Indemnified Party") from and against all claims, losses, liabilities, damages, fines, penalties, taxes, costs and expenses, reasonable fees and disbursements of counsel, including counsel fees incurred to enforce its rights hereunder (collectively, the "Losses"), sustained or incurred by the Buyer Indemnified Party as follows: (i) all Losses sustained or incurred by any Buyer Indemnified Party in respect of Liabilities of Seller; (ii) all Losses sustained or incurred by any Buyer Indemnified Party resulting from any breach of any representation or warranty on the part of any Seller under this Agreement; (iii) all Losses sustained or incurred by any Buyer Indemnified Party resulting from any breach of Seller's covenants or agreements contained herein; and (iv) all Liabilities and Losses arising from third party claims in any way connected to the ownership, use or operation of the Property or Purchased Assets for the period of Seller's ownership prior to the date on which the Property or Purchased Assets were transferred to Buyer.

(b) **Buyer's Indemnification.** Buyer hereby covenants and agrees, from and after the Closing, to indemnify and to hold harmless Seller and its officers, directors, employees and agents (collectively, the "Seller Indemnified Party") from and against all Losses sustained or incurred by the Seller Indemnified Party as follows: (i) all Losses sustained or incurred by any Seller Indemnified Party resulting from any breach by Buyer of any of its representations or warranties; (ii) all Losses sustained or incurred by any Seller Indemnified Party resulting from any breach of any of Buyer's covenants or agreements contained herein; and (iii) all Liabilities

and Losses in any way connected to the ownership, use or operation of the Property and Purchased Assets for the period of Buyer's ownership after the date on which the Property or Purchased Assets were transferred to Buyer.

Section 10.3 Risk of Loss and Insurance Proceeds.

10.3.1 Minor Loss. Buyer shall be bound to purchase the Property and the Purchased Assets for the full Property Purchase Price as required by the terms hereof, without regard to the occurrence or effect of any damage to the Property or destruction of any improvements thereon or condemnation of any portion of the Property, provided that: (a) the cost to repair any such damage or destruction, or the diminution in the value of the Property as a result of a partial condemnation, equals five percent (5%) of the Property Purchase Price or less; and (b) any insurance proceeds or condemnation awards collected or collectible by Seller as a result of any such damage or destruction or condemnation, less the amount of any insurance deductible, shall be turned over from Seller to Buyer. Buyer is entitled to and shall receive any insurance proceeds and any other rights against third parties relating to the Property.

10.3.2 Major Loss. If the amount of the damage or destruction or condemnation as specified above exceeds five percent (5%) of the Property Purchase Price for the damaged Property, then Buyer may at its option, to be exercised by written notice to the Agent within ten (10) business days of the Agent's or Seller's providing written notice to Buyer of the occurrence of the damage or destruction or the commencement of condemnation proceedings, terminate this Agreement solely with respect to the Property. Buyer's failure to elect to terminate this Agreement with respect to the Property within said ten (10) business day period shall be deemed an election by Buyer to consummate this purchase and sale transaction with respect to the Property. If Buyer elects to terminate this Agreement with respect to the Property within such ten (10) business day period, neither party shall have any further rights or obligations hereunder with respect to the Property except as provided in the Surviving Provisions. If Buyer elects or is deemed to have elected to proceed with the purchase of the Property, then upon the Closing, any insurance proceeds or condemnation awards collected or collectible by Seller as a result of any such damage or destruction or condemnation, less the amount of any insurance deductible, shall be turned over from Seller to Buyer.

Section 10.4 Amendment and Modification. Any modification, amendment or waiver of or with respect to any provision of this Agreement or any other document delivered pursuant hereto shall not be effective unless it shall be in writing and signed by the Agent (on behalf of the Seller) and the Buyer and shall designate specifically the terms and provisions so modified.

Section 10.5 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

If to Seller:

Ultimate Park City Silverlake, LLC
3501 West Vine Street, Suite 225
Kissimmee, Florida 34741
Attention: Mr. Jeff Sparks
Tel: (407) 483-1901
Fax: (407) 483-1935

with copies to:

Greenberg Traurig, LLP
One International Place
Boston, Massachusetts 02110
Attention: Jeffrey M. Wolf, Esq.
Tel: (617) 310-6000
Fax: (617) 310-6001

If to Buyer:

Dean Factor
532 Spoleto Drive
Pacific Palisades, California

with copies to:

Case Knowlson & Jordan, LLC
2029 Avenue of the Stars,
Suite 2500
Los Angeles, California 90067
Attn: Edwin I. Lasman, P.C.
Fax: (310) 552-3229

Any such notices may be sent by: (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. mail; (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier; or (c) facsimile transmission, in which case notice shall be deemed delivered upon electronic verification that transmission to recipient was completed, but only if such notice is also sent by certified mail, return receipt requested or by a nationally recognized overnight courier. The above addresses and facsimile numbers may be changed by written notice to the other party; provided that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Section 10.6 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (including any trustee appointed in respect of the Seller under the Bankruptcy Code). Without limiting any of Buyer's duties and obligations arising under this Agreement the rights and obligations of Buyer under this Agreement with respect to the Property and the Purchased Assets may be assigned by Buyer, in whole, in part, or in multiple parts, upon Buyer delivering written notice thereof to Agent. The Seller shall not assign their rights or delegate their obligations under this Agreement without the express prior written consent of Buyer.

Section 10.7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS.

Section 10.8 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. This Agreement may be executed and delivered by facsimile transmission or by electronic mail in portable document format with the same effect as if a manually signed original were personally delivered.

Section 10.9 Entire Agreement. This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter hereof.

Section 10.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

Section 10.11 Attorney Fees. If any action is brought by any party to this Agreement to enforce or interpret its terms or provisions, the prevailing party will be entitled to reasonable attorney fees and costs incurred in connection with such action prior to and at trial and on any appeal therefrom.

Section 10.12 Confidential Information. The parties acknowledge that the transaction described herein is of a confidential nature and shall not be disclosed except: (i) to Permitted Outside Parties; (ii) as required by law; (iii) as expressly contemplated by this Agreement (including, without limitation, pursuant to the Sale Motion); or (iv) as otherwise required by the Bankruptcy Court in the Cases. In connection with the negotiation of this Agreement and the preparation for the consummation of the transactions contemplated hereby, each party acknowledges that it will have access to confidential information relating to the other party. Each party shall treat such information as confidential, preserve the confidentiality thereof, and not duplicate or use such information, except to Permitted Outside Parties in connection with the transactions contemplated hereby. In the event of the termination of this Agreement for any reason whatsoever, Buyer shall return to the Agent, all documents, work papers, engineering and environmental studies and reports and all other materials (including all copies thereof obtained from Seller in connection with the transactions contemplated hereby), if any, and each party shall use its best efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information. Except as required by applicable law or as otherwise contemplated by this Agreement, no party shall issue any press release or make any statement to the media, without the other party's consent, which consent shall not be unreasonably withheld. The provisions of this Section 10.12 shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Agreement.

Section 10.13 No Joint Venture. Nothing set forth in this Agreement shall be construed to create a joint venture between Buyer and Seller.

Section 10.14 Jurisdiction. For so long as Seller (or any of their successors or assigns) remain subject to the jurisdiction of the Bankruptcy Court, the Bankruptcy Court shall have jurisdiction over any dispute arising out of or in connection with the transactions contemplated by this Agreement. The parties hereto consent to the exclusive jurisdiction of the Bankruptcy Court (and the appropriate appellate courts therefrom) in any such dispute and irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of the venue of any such dispute in the Bankruptcy Court or that any such dispute which is brought in the Bankruptcy Court has been brought in an inconvenient forum.

Section 10.15 Waiver of Jury Trial. Each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action (each, an "Action"): (a) arising out of this Agreement, including any present or future amendment thereof; or (b) in any way connected with or related or incidental to the dealings of the parties or any of them with respect to this Agreement (as hereafter amended) or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether such Action is now existing or hereafter arising, and whether sounding in contract or tort or otherwise and regardless of which party asserts such Action; and each party hereby agrees and consents that any such Action shall be decided by court trial without a jury, and that any party to this Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the parties to the waiver of any right they might otherwise have to trial by jury.

Section 10.16 Time of Essence. Time is of the essence of this Agreement.

Section 10.17 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 10.18 Agent. The Seller hereby irrevocably authorizes and empowers the Agent to take the actions, and execute and deliver such documents and instruments, that are provided to be taken, executed, and delivered by the Agent in this Agreement. All such actions taken or to be taken by the Agent are ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

ULTIMATE PARK CITY SILVERLAKE, LLC,
a Delaware limited liability company

By: Sheon Karol
Name: Sheon Karol
Title: Chief Restructuring Officer

AGENT:

ULTIMATE ESCAPES HOLDING, LLC
a Delaware limited liability company

By: Sheon Karol
Name: Sheon Karol
Title: Chief Restructuring Officer

BUYER:

By: 

Name: Dean Factor, an individual

SCHEDULES

Schedule 4.1(d)

NONE

Schedule 4.1(g)

NONE

Schedule 4.1(h)

NONE

Schedule 4.1(i)

NONE

Schedule 4.1(m)

NONE

EXHIBIT B

**+IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ULTIMATE ESCAPES HOLDINGS,
LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. ~~10-12915 (BJS10-~~_____ ()

(Jointly Administered)

ORDER (A) APPROVING ASSET PURCHASE AGREEMENTS AND AUTHORIZING
THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS OUTSIDE THE
ORDINARY COURSE OF BUSINESS; (B) AUTHORIZING THE SALE OF ASSETS
FREE AND CLEAR OF ALL LIENS, CLAIMS,
INTERESTS AND ENCUMBRANCES; AND (C) GRANTING RELATED RELIEF

~~THIS MATTER came before the Court~~ Upon the motion, dated September 20, 2010 (the
“**Sale Motion**”), of above-captioned debtors and debtors-in-possession (collectively, the
“**Debtors**”) pursuant to sections 105(a) and 363(b) of title 11 of the United States Code §§ 101-
1532 (the “**Bankruptcy Code**”), Rules 2002, 6004 and 9014 of the Federal Rules of Bankruptcy
Procedure (the “**Bankruptcy Rules**”), and Local Rules 2002-1 and 6004-1 of the Local Rules of
Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of
Delaware (the “**Local Rules**”) requesting entry of an order (A) approving that certain Asset
Purchase Agreement (the “**Original Purchase Agreement**”) entered into by and between the
Debtors and CapitalSource Finance LLC, as administrative agent and a collateral agent, and
CapitalSource Bahamas LLC, as a collateral agent, for the benefit of CapitalSource Bank, as
lender, or any of their respective designees (collectively, “~~CapitalSource~~the “**Buyer**”); (B)
approving the sale (~~individually a “Sale” and collectively, the “Sales”~~) of substantially all of the

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, is attached hereto as **Schedule “1”**.

Debtors' assets to be acquired in accordance with the Sale (**the "Acquired Assets"**) outside the ordinary course of business and free and clear of all liens, claims, encumbrances and other "interests" within the meaning of 11 U.S.C. § 363(f) of the Bankruptcy Code (collectively, the **"Encumbrances"**), and subject to higher or better bids; and (C) granting related relief; and this Court having entered an order dated ~~October 8~~ [], 2010 (~~the "[Bid Procedures Order]"~~ (**the "[Bid Procedures Motion/Bid Procedures Order]"**)) [Docket No. ~~133~~] (A) approving the Bid Procedures² including the Expenses Reimbursement, (ii) scheduling the Sale Hearing, (iii) approving the form and manner of notice of the Auction, and (iv) granting related relief:

~~Specifically, the Debtors seek approval of; and the terms of four (4) proposed sales which, in the aggregate, relate to substantially all of the assets of the Debtors' (collectively, the "Acquired Assets") as set forth in the following Asset Purchase Agreements:~~

~~1. — Second Amended and Restated Asset Purchase Agreement dated as of October 21, 2010 by and among CapitalSource and the Debtors, a true and correct copy which is attached hereto as Exhibit A 1 and incorporated by reference herein (the "**CapitalSource APA**");~~

~~2. — Asset Purchase Agreement dated as of October 19, 2010 by and among Laurence Development LP, an Ontario limited partnership, or any of its designees ("**Laurence**") and the Debtors, a true and correct copy which is~~

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the *Debtors' Motion, Pursuant to Sections 105(a), 363(b) and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014, and Local Rules 2002-1 and 6004-1, Requesting Entry of Order: (A) Approving Bid Procedures Relating to Sale of the Debtors' Assets; (B) Scheduling a Hearing to Consider the Sale; (C) Approving the Form and Manner of Notice of Sale by Auction; (D) Establishing Procedures for Noticing and Determining Cure Amounts; and (E) Granting Related Relief* (the **"Bid Procedures Motion"**) and the *Order: (A) Approving Bid Procedures Relating to Sale of the Debtors' Assets; (B) Scheduling a Hearing to Consider the Sale; (C) Approving the Form and Manner of Notice of Sale by Auction; (D) Establishing Procedures for Noticing and Determining Cure Amounts; and (E) Granting Related Relief* (the **"Bid Procedures Order"**), as applicable [Docket Nos. ~~8 and 133~~].

~~attached hereto as Exhibit A 2 and incorporated by reference herein (the “**Laurence APA**”);~~

~~3. — Asset Purchase Agreement dated as of October 19, 2010 by and among The McFadden Family Trust (the “**Trust**”), dated as of October 17, 2003, and Timothy P. McFadden, in his capacity as trustee of the Trust (“**McFadden**”) and the Debtors, a true and correct copy which is attached hereto as Exhibit A 3 and incorporated by reference herein (the “**McFadden APA**”);~~

~~4. — Asset Purchase Agreement dated as of October 19, 2010 by and among Dean Factor (“**Factor**” and, together with the CapitalSource, Laurence and McFadden, each a “**Buyer**” and collectively, the “**Buyers**”) and the Debtors, a true and correct copy which is attached hereto as Exhibit A 4 and incorporated by reference herein (the “**Factor APA**” and, together with the CapitalSource APA, the Laurence APA and the McFadden APA, each a “**Purchase Agreement**” and collectively, the “**Purchase Agreements**”).~~

~~The Court having established the date of the Sale Hearing; and the Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334; and consideration of the Sale Motion, the relief requested therein, and the responses thereto, if any, being a core proceeding in accordance with 28 U.S.C. § 157(b); and the appearance of all interested parties and all responses and objections, if any, to the Sale Motion having been duly noted in the record of the Sale Hearing and either withdrawn, resolved or overruled; and upon the record of the Sale Hearing, and all other pleadings and proceedings in this case, including the Sale Motion; and it appearing that the relief requested in the Sale Motion~~

is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY FOUND, DETERMINED AND CONCLUDED THAT:³

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Court has jurisdiction over this matter and over the property of the Debtors, including the Acquired Assets to be sold, transferred or conveyed pursuant to the Purchase Agreements, and their respective estates pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The statutory predicates for the authorizations herein are (i) sections 105(a) and 363(b) of the Bankruptcy Code, (ii) Rules 2002, 6004 and 9014 of the Bankruptcy Rules, and (iii) Local Rules 2002-1 and 6004-1 of the Local Rules.

E. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure as made applicable by Rule 7054 of the Federal Rules of Bankruptcy Procedure, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

³ All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith.

F. On September 20, 2010 (the “**Petition Date**”), the Debtors filed voluntary petitions for reorganization under Chapter 11 of the Bankruptcy Code. The Debtors have continued in possession of their properties and are operating and managing their business as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

G. As evidenced by the affidavits of service filed with the Court, proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, and the Sale Hearing have been provided in accordance with sections 102(1) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007, 9008 and 9014, the Local Rules of this Court, the procedural due process requirements of the United States Constitution, and in compliance with the Bid Procedures Order. Such notice was good and sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Motion, the Auction, the Sale Hearing or of the entry of this Order is necessary or shall be required. Such notice was good and sufficient and appropriate under these particular circumstances.

H. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities, including, without limitation: (i) all entities that claim any interest in or lien upon the Acquired Assets; (ii) all governmental taxing authorities that have, or as a result of the sale of the Acquired Assets may have, claims, contingent or otherwise, against the Debtors; (iii) all parties that filed requests for notices under Bankruptcy Rule 9010(b) or were entitled to notice under Bankruptcy Rule 2002; (iv) all known creditors (whether liquidated, contingent or unmatured) of the Debtors; (v) all taxing authorities in the jurisdiction in which the Debtors operate (vi) all interested governmental, pension and environmental entities known by the Debtors to assert jurisdiction over the Debtors and to have an interest in the proposed Sale; (vii) the Office of the United States Trustee; (viii) ~~the Official~~

~~Committee of Unsecured Creditors~~**counsel to any statutory committee** appointed in these cases; (ix) counsel to the Debtors' pre- and post- petition secured lenders; and (x) entities known by the Debtors with an interest in purchasing the Acquired Assets. Other parties interested in bidding on the Acquired Assets were provided, upon request, sufficient information to make an informed judgment on whether to bid on the Acquired Assets.

I. The Debtors have demonstrated a sufficient basis and the existence of exigent circumstances for them to enter into the Purchase Agreements and sell the Acquired Assets under section 363 of the Bankruptcy Code ~~to the Buyers named therein~~, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates and their creditors.

J. The Bid Procedures set forth in the Bid Procedures Order were non-collusive, substantively and procedurally fair to all parties, and were the result of arms length negotiations between the Debtors and ~~CapitalSource, as stalking horse bidder~~**the Buyer**.

K. The Debtors and their professionals have complied, in good faith, in all respects, with the Bid Procedures Order. As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing through marketing efforts and a competitive sale process conducted in accordance with the Bid Procedures Order, the Debtors (i) afforded interested potential ~~buyers~~**Buyers** a full, fair and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the Acquired Assets, and (ii) provided potential ~~buyers~~**Buyers**, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Acquired Assets.

L. The Bid Procedures obtained the highest value for the Acquired Assets for the Debtors and their estates.

M. The offer of the Buyers, upon the terms and conditions set forth in their ~~respective~~ Purchase Agreements, including the form and total consideration to be realized by the Debtors pursuant to the Purchase Agreements, ~~individually and in the aggregate~~, (i) is the highest and best offer received by the Debtors; (ii) is fair and reasonable; (iii) is in the best interests of the Debtors' creditors and estates; (iv) constitutes full and adequate consideration and reasonably equivalent value for the Acquired Assets ~~under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act and the Uniform Fraudulent Transfer Act~~; and (v) will provide a greater recovery for the Debtors' creditors and other interested parties than would be provided by any other practically available alternative.

N. ~~None of the Buyers~~ **The Buyer** is **not** an "insider" or "affiliate" of the Debtors as those terms are defined in the Bankruptcy Code. ~~Each~~ **The Buyer** is a Buyer in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protections of sections 363(m) and (n) of the Bankruptcy Code with respect to all of the Acquired Assets. ~~Each of the~~ **The Purchase Agreements were** **Agreement** was negotiated and entered into in good faith, based upon arm's length bargaining, and without collusion or fraud of any kind. Neither the Debtors nor ~~any~~ **the Buyer** has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of or implicate section 363(n) of the Bankruptcy Code to the Purchase ~~Agreements or~~ **Agreement** or to the consummation of the Sale transaction and transfer of the Acquired Assets to the Buyers. ~~Each~~. **The Buyer** is entitled to all the protections and immunities of section 363(m) of the Bankruptcy Code.

O. The Debtors have full corporate power and authority to execute the Purchase ~~Agreements~~ **Agreement** and all other documents contemplated thereby, and the sale of the

Acquired Assets has been duly and validly authorized by all necessary corporate authority by the Debtors to consummate the transactions contemplated by the Purchase Agreements. No consents or approvals, other than as may be expressly provided for in the Purchase Agreements, are required by the Debtors to consummate such transactions.

~~P. The Debtors are the sole and lawful owners of the Acquired Assets, and hold good title thereto. The consummation of the Sales pursuant to the Purchase Agreements will be a legal, valid and effective Sales of the Acquired Assets and will vest each Buyer (and its designees or assignees, as applicable) with all right, title, and interest of the Debtors and their bankruptcy estates in and to the Acquired Assets purchased under each Purchase Agreement free and clear of all Eneumbrances, including any such Eneumbrances (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of Debtor's, Debtor's estates or Buyer's interest in the Acquired Assets, or any similar rights, or (ii) relating to taxes or any other liabilities, arising under or out of, in connection with, or in any way relating to, the Acquired Assets, Debtor's, Debtor's estate, or their respective operations or activities prior to the Closing Date.~~

Q.P. The Debtors have advanced sound business reasons for seeking to enter into the Purchase Agreements and to sell the Acquired Assets, as more fully set forth in the Sale Motion and as demonstrated at the Sale Hearing, and it is a reasonable exercise of the Debtors' business judgment to sell the Acquired Assets and to consummate the transactions contemplated by the Purchase Agreements. Notwithstanding any requirement for approval or consent by any person, the transfer of the ~~applicable portion of the Acquired Assets to each~~ the Buyer is a legal, valid and effective transfer of the Acquired Assets.

R.Q. The terms and conditions of the Purchase Agreements, including the consideration to be realized by the Debtors pursuant to the Purchase Agreements, are fair and reasonable, and the transactions contemplated by the Purchase Agreement are in the best interests of the Debtors' estates.

S.R. ~~The~~**Except as otherwise provided in the Purchase Agreement, the** Acquired Assets shall be sold ~~to the Buyers, as applicable,~~ free and clear of all Encumbrances, with such Encumbrances to attach to the consideration to be received by the Debtors in the same priority and subject to the same defenses and avoidability, if any, as before the Closing-Date ~~(as defined in the respective Purchase Agreements),~~ and the ~~Buyers~~**Buyer** would not enter into their ~~respective~~ Purchase Agreement to purchase the Acquired Assets otherwise.

T.S. The transfer of the Acquired Assets to the ~~Buyers~~**Buyer** will be a legal, valid and effective transfer of the Acquired Assets, and, except as may otherwise be provided in the Purchase Agreements, shall vest the Buyers with all right, title and interest of the Debtors to the Acquired Assets free and clear of any and all Encumbrances. Except as specifically provided in the Purchase Agreement or this Order, the ~~Buyers~~**Buyer** shall not assume or become liable for any Encumbrances relating to the Acquired Assets being sold by the Debtors.

U.T. The transfer of the Acquired Assets to the ~~Buyers~~**Buyer** free and clear of all Encumbrances will not result in any undue burden or prejudice to any holders of any Encumbrances as all such Encumbrances of any kind or nature whatsoever shall attach to the net proceeds of the sale of the Acquired Assets received by the Debtors in the order of their priority, with the same validity, force and effect which they now have as against the Acquired Assets and subject to any claims and defenses the Debtors or other parties may possess with respect thereto. All persons having Encumbrances of any kind or nature whatsoever against or in any of the

Debtors or the Acquired Assets shall be forever barred estopped and permanently enjoined from pursuing, asserting or enforcing such Encumbrances against ~~any~~**the Buyer or, any of** its assets, property, successors or assigns, or the Acquired Assets.

~~V.U.~~ The Debtors may sell the Acquired Assets free and clear of all Encumbrances of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. Those (i) holders of Encumbrances and (ii) non-debtor parties who did not object, or who withdrew their objections to the Sale of the Acquired Assets and the Sale Motion, are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. ~~Except as specifically set forth below, all~~**All** objections to the Sale Motion have been resolved. Those holders of Encumbrances who did object fall within one or more of the other subsections of 363(f) of the Bankruptcy Code. Among other things, the real properties to be sold could have been foreclosed under state and other local laws, and under all such applicable laws, junior liens would have been extinguished following the application of any proceeds to senior lienholders. Thus, all objecting lienholders are adequately protected by having their Encumbrances, if any, attach to the proceeds of the sale of the Acquired Assets, ultimately attributable to the property against or in which they claim or may claim any Encumbrances.

~~W.V.~~ Not selling the Acquired Assets free and clear of all Encumbrances would adversely impact the Debtors' estates, and the sale of ~~Acquired~~ Assets other than **one** free and clear of all Encumbrances would be of substantially less value to the Debtors' estates.

~~X.W. Each~~**The** Buyer will be acting in good faith, pursuant to section 363(m) of the Bankruptcy Code in closing the transactions contemplated by ~~its applicable~~**the** Purchase

Agreement at any time on or after the entry of this Order, and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rule 6004(h).

~~Y.X.~~ With respect to each ~~Purchase Agreement~~ (i) ~~the~~ **The** transactions contemplated ~~thereunder~~ **under the Purchase Agreement** do not amount to a consolidation, merger or *de facto* merger of the Buyer ~~thereunder~~ and the Debtors and/or the Debtors' estates, (ii) there is not substantial continuity between the Buyer ~~thereunder~~ and the Debtors, (iii) there is no continuity of enterprise between the Debtors and the Buyer ~~thereunder~~, (iv), the Buyer ~~thereunder~~ is not a mere continuation of the Debtors or their estates, (v) there is no common identity of incorporators, directors or stockholders between the Debtors and ~~the Buyer thereunder~~, (vi) the, Buyer ~~thereunder~~ is not holding itself out to the public as a continuation of the Debtors and (vii) the Buyer ~~thereunder~~ does not constitute a successor to the Debtors or their estates.

~~Z.Y.~~ The sale of the Acquired Assets outside of a plan of reorganization pursuant to the ~~Purchase Agreements~~ **Agreement** neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The sale does not constitute a *sub rosa* chapter 11 plan.

~~AA.Z.~~ The total consideration provided by the Buyers ~~in the aggregate~~ for the Acquired Assets is the highest and best offer received by the Debtors, and the ~~aggregate purchase price under the Purchase Agreements~~ **Price** constitutes (a-) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent ~~Conveyance~~ **Transfer** Act and (c) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Acquired Assets.

~~BB.AA.~~ Time is of the essence in consummating the Sale. In order to maximize the value of the Acquired Assets, it is essential that the Sale of the Acquired Assets ~~to each Buyer~~ occur within the time constraints set forth in the ~~applicable~~ Purchase Agreement. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rule 6004.

~~CC.BB.~~ For purposes of section 363(b)(1) of the Bankruptcy Code, the Debtors have not, in connection with offering a product or service, disclosed to any individual a policy prohibiting the transfer of “personally identifiable information” (as defined in section 101(41A) of the Bankruptcy Code) about individuals to persons that are not affiliated with the Debtors.

~~DD.~~ ~~The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.~~

NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Sale Motion is granted in its entirety, subject to the terms and conditions contained herein.
2. All objections, responses, and requests for continuance concerning the Sale Motion are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing. ~~Except as specifically set forth below, to~~ To the extent any such objection, response or request for continuance was not otherwise withdrawn, waived, or settled, it, and all reservations of rights contained therein, is overruled and denied.
3. Notice of the Sale Hearing was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004.
4. The Sale of the Acquired Assets, the terms and conditions of ~~each~~ the Purchase Agreement (including all schedules and exhibits affixed thereto), the Bids by the ~~Buyers~~, as

~~applicable-Buyer~~ and the transactions contemplated thereby, hereby are authorized and approved in all respects.

5. The sale of the Acquired Assets and the consideration provided by the ~~Buyers~~ **Buyer** under ~~their-applicable-the~~ Purchase Agreement is fair and reasonable, and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

6. ~~Each-The~~ Buyer is hereby granted and is entitled to all of the protections provided to a good faith ~~buyer-Buyer~~ under section 363(m) of the Bankruptcy Code.

7. Subject to the terms of ~~each-the~~ Purchase Agreement, the Debtors ~~shall-be~~, and hereby are, authorized ~~and-directed~~, to assume, perform under, consummate and implement the terms of ~~such-the~~ Purchase Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of ~~such-the~~ Purchase Agreement, this Order and Sale of the Acquired Assets ~~applicable-to-such~~ ~~Purchase Agreement~~ contemplated thereby including, without limitation, deeds, assignments, stock powers and other instruments of transfer, and to take all further actions as may reasonably be requested by ~~each-the~~ Buyer for the purpose of assigning, transferring, granting, conveying and conferring to ~~such-the~~ Buyer, or reducing to possession any or all of the Acquired Assets, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Purchase Agreements, without any further corporate action or orders of this Court. ~~No~~ **The** Buyer shall have ~~any-no~~ obligation to proceed with the Closing of the ~~transactions~~ ~~contemplated-by-its-applicable-Purchase Agreement~~ until all conditions precedent to its obligations to do so have been met, satisfied or waived.

8. The Debtors and each other person or entity having duties or responsibilities under the Purchase Agreements, any agreements related thereto or this Order, and their respective directors, officers, employees, members, agents, representatives, and attorneys, are authorized and empowered and directed, subject to the terms and conditions contained in the Purchase Agreements, to carry out all of the provisions of the Purchase ~~Agreements~~ **Agreement** and any related agreements; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the ~~transactions contemplated by the Purchase Agreements~~, and any related agreements; to take any and all actions contemplated by the Purchase Agreements, any related agreements or this Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and reasonably necessary or appropriate to implement, effectuate, and consummate, ~~each of the Purchase Agreements~~, any related agreements and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, officers, employees, members, agents, representatives, and attorneys, and with like effect as if such actions had been taken by unanimous action of the respective directors, officers, employees, members, agents, representatives, and attorneys of such entities. The secretary or any assistant secretary of the Debtors shall be, and hereby is, authorized and directed to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Debtors are further authorized, empowered and directed to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units any and all certificates,

agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Purchase Agreements, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

9. ~~With respect to each Purchase Agreement, effective~~**Effective** as of the closing of ~~the transactions contemplated by such Purchase Agreement~~**Closing**, the sale of the applicable Acquired Assets by the Debtors to the Buyer ~~under such Purchase Agreement~~ shall constitute a legal, valid and effective transfer of ~~such~~**the** Acquired Assets notwithstanding any requirement for approval or consent by any person, and shall vest the Buyer ~~under such Purchase Agreement~~ with all right, title and interest of the Debtors in and to the ~~applicable~~ Acquired Assets, free and clear of all Encumbrances of any kind, pursuant to section 363(f) of the Bankruptcy Code ~~including, without limitation, any obligations to homeowners, condominium or other similar associations for which any of the Acquired Assets are subject under any declarations of covenants, conditions, restrictions, by laws or otherwise, including, without limitation, any liens, rights of first refusal, transfer fees, membership fees and/or any other charges asserted by such homeowners, condominium or other similar associations.~~

10. The sale of the Acquired Assets is not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

11. Except to the extent specifically provided in ~~any the~~ Purchase Agreement, upon the closing of the transactions contemplated by such Purchase Agreement ~~Closing~~, the Debtors shall be, and hereby are, authorized, empowered and directed, pursuant to sections 105 and 363(b) of the Bankruptcy Code, to sell the ~~applicable~~ Acquired Assets to the Buyer ~~under such Purchase Agreement~~. The sale of the ~~applicable~~ Acquired Assets shall vest ~~each the~~ Buyer with all right, title and interest of the Debtors to the Acquired Assets ~~applicable to such Buyer's Purchase Agreement~~, free and clear of any and all Encumbrances and other liabilities and claims, whether secured or unsecured, choate or inchoate, filed or unified, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, known or unknown, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise, with all such Encumbrances to attach only to the proceeds of the Sale with the same priority, validity, force, and effect, if any, as they now have in or against the Acquired Assets, subject to all claims and defenses the Debtors may possess with respect thereto. ~~Without limiting the foregoing, such sale shall be free and clear of any Encumbrances of any homeowners, condominium or other similar associations for which any of the Acquired Assets are subject under any declarations of covenants, conditions, restrictions, by laws or otherwise, including, without limitation, any liens, rights of first refusal, transfer fees, membership fees and/or any other charges asserted by such homeowners, condominium or other similar associations.~~ Following the Closing Date, no holder of any Encumbrances in the Acquired Assets shall interfere with ~~any the~~ Buyer's use and enjoyment of the Acquired Assets ~~acquired by such Buyer pursuant to its Purchase Agreement~~ based on or related to such Encumbrances, or any actions that the Debtors may take in their chapter 11 cases and no person shall take any

action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by ~~any of the~~ Purchase Agreements or this Order.

12. The provisions of this Order authorizing the sale of the Acquired Assets free and clear of Encumbrances, shall be self-executing, and neither the Debtors nor ~~any the~~ Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order. However, subject to the terms of the ~~applicable~~ Purchase Agreements, the Debtors and the Buyers, and each of their respective officers, employees and agents are hereby authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Debtors or the Buyers deem reasonably necessary or appropriate to implement and effectuate the terms of the Purchase Agreements and this Sale Order. Moreover, effective as of the Closing, ~~each the~~ Buyer, its successors and assigns, shall be designated and appointed the Debtors' true and lawful attorney and attorneys with respect to the Acquired Assets ~~acquired by such Buyer~~, with full power of substitution, in the Debtors' name and stead, on behalf and for the benefit of ~~such the~~ Buyer, its successors and assigns, to demand and receive any and all of ~~such the~~ Acquired Assets and to give receipts and releases for and in respect of ~~such the~~ Acquired Assets, or any part thereof, and from time to time to institute and prosecute in the Debtors' name, for the benefit of ~~such the~~ Buyer, its successors and assigns, any and all proceedings at law, in equity or otherwise, which ~~such the~~ Buyer, its successors and assigns, may deem proper for the collection or reduction to possession of any of the Acquired Assets, and to do all acts and things with respect to the Acquired Assets which ~~such the~~ Buyer, its successors and assigns, shall deem reasonably desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Debtors.

13. Upon the Closing Date ~~(as defined in the respective Purchase Agreements)~~, the Debtors' creditors are authorized and directed to execute such documents and take all other actions as may be necessary to release any Encumbrances of any kind against the Acquired Assets, as such Encumbrances may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing any Encumbrances in or against the Acquired Assets shall not have delivered to the Debtors prior to the Closing after request therefore, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Encumbrances that the person or entity has with respect to the Acquired Assets, the Debtors are hereby authorized and directed to execute and file such statements, and empowered to perform under, all instruments, releases and other documents on behalf of the person or entity with respect to such Acquired Assets prior to the ~~closing of the Sales~~**Closing**, and the ~~Buyers are~~**Buyer is** authorized to file such documents after ~~closing of the Sales~~**Closing**.

14. To the greatest extent available under applicable law, ~~each~~**the** Buyer shall be authorized, as of the Closing Date ~~(as defined in the respective Purchase Agreements)~~, to operate under any license, permit, registration and governmental authorization or approval of the Debtors with respect to the Acquired Assets ~~acquired by such Buyer~~, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to ~~such~~**the** Buyer as of the Closing Date.

15. All of the Debtors' interests in the Acquired Assets to be acquired by ~~each~~**the** Buyer under its ~~applicable~~**the** Purchase Agreement shall be, as of the Closing Date and upon the occurrence of the ~~closing of the Sales~~**Closing**, transferred to and vested in ~~such~~**the** Buyer. Upon the occurrence of the ~~closing of the Sales~~**Closing**, this Order shall be considered and constitute

for any and all purposes a full and complete general assignment, conveyance and transfer of the Acquired Assets acquired by ~~each~~**the** Buyer under its ~~applicable~~**the** Purchase Agreement and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Acquired Assets to ~~such~~**the** Buyer.

16. To the extent permitted by applicable law, except as expressly provided in the Purchase Agreements, ~~no~~**, the** Buyer is **not** assuming nor shall it or any affiliate **of the Buyer** be in any way liable or responsible, as a successor or otherwise, for any liabilities, debts, or obligations of the Debtors in any way whatsoever relating to or arising from the Debtors' ownership or use of the Acquired Assets prior to the consummation of the transactions contemplated by the Purchase Agreements, or any liabilities calculable by reference to the Debtors or their operations of the Acquired Assets, or relating to continuing or other conditions existing on or prior to consummation of the transactions contemplated by the Purchase Agreements, which liabilities, debts, and obligations are hereby extinguished insofar as they may give rise to liability, ~~vicarious~~**, successor** or otherwise, against ~~any~~**the** Buyer or any affiliate of ~~such~~**the** Buyer.

17. Except as otherwise provided in the Purchase Agreements, upon the Closing Date ~~thereunder~~, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release their respective Encumbrances against the Acquired Assets, if any, as may have been recorded or may otherwise exist.

18. Except as otherwise expressly provided in the Purchase Agreements, all persons or entities presently on or after the Closing Date in possession of some or all of the Acquired Assets are directed to surrender possession of the Acquired Assets to the ~~applicable~~ Buyer on the Closing Date, or at such time thereafter as ~~such~~**the** Buyer may request.

19. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase ~~Agreements and~~ **Agreement** and this Order.

20. ~~No~~**The** Buyer has **not** assumed or is otherwise **not** obligated for any of the Debtors' liabilities, and ~~no~~**the** Buyer has **not** purchased any of the Excluded Assets. Consequently, all persons, Governmental Units (as defined in sections 101(27) and 101(41)) of the Bankruptcy Code and all holders of Encumbrances based upon or arising out of liabilities retained by the Debtors are hereby enjoined from taking any action against ~~any~~**the** Buyer or the Acquired Assets to recover any Encumbrances or on account of any liabilities of the Debtors. All persons holding or asserting any Encumbrances in the Excluded Assets are hereby enjoined from asserting or prosecuting such Encumbrances or cause of action against ~~any~~**the** Buyer or the Acquired Assets for any liability associated with the Excluded Assets.

21. ~~No~~**The** Buyer is **not** a "successor" to the Debtors or their estates by reason of any theory of law or equity, and ~~no~~**the** Buyer ~~shall~~**shall not** assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any bulk sales law, successor liability or similar liability except as otherwise expressly provided in its ~~applicable~~**the** Purchase Agreement. Neither the purchase of the Acquired Assets by the ~~Buyers or their~~**Buyer or its** affiliates, nor the fact that the Buyers or its affiliates are using any of the Acquired Assets previously operated by the Debtors, will cause ~~any~~**the** Buyer or any of ~~their~~**its** affiliates to be deemed a successor in any respect to the Debtors' business within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including without limitation

filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine. ~~No Buyer nor~~ **and** its affiliates shall have ~~any no~~ liability or obligation under the WARN Act 929 U.S.C. §§ 210 et seq., or the Comprehensive Environmental Response Compensation and Liability Act, or any foreign, federal, state or local labor, employment, or environmental law by virtue of ~~such~~ **the** Buyer's purchase of the Acquired Assets.

22. Pursuant to sections 105 and 363 of the Bankruptcy Code, all persons and entities, including, but not limited to, the Debtors, all debt security holders, equity security holders, the Debtors' employees or former employees, governmental, tax and regulatory authorities, lenders, parties to or beneficiaries under any benefit plan, trade and other creditors asserting or holding ~~ana~~ **Lien, Claim, Encumbrance or Interest** of any kind or nature whatsoever against, in or with respect to any of the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' business prior to the Closing Date or the transfer of the Acquired Assets to the Buyers, shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such **Lien, Claim, Encumbrance or Interest** against ~~any the~~ Buyer or any affiliate, successor or assign thereof and each of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, affiliates and representatives (each of the foregoing in its individual capacity), or the Acquired Assets.

23. ~~The~~**Subject to the terms of the Purchase Agreements, the Purchase Agreement** and any related agreements may be waived, modified, amended, or supplemented by agreement of the Debtors and the Buyer, ~~in a writing signed by the parties, in accordance with the terms thereof~~ without further action or order of the Court; **provided, however, that any such waiver, modification, amendment, or supplement is not material and substantially conforms to, and effectuates, the Purchase Agreement and any related agreements.**

24. The failure to include any particular provisions of the Purchase Agreements or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors, and the Buyers that ~~each~~**the** Purchase Agreement and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to ~~closing of the Sales.Closing.~~

25. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the sale and the transactions contemplated by the Purchase Agreements.

26. To the extent any provisions of this Order conflict with the terms and conditions of the Purchase Agreements, this Order shall govern and control.

27. Nothing in this Order shall alter or amend ~~any~~**the** Purchase Agreement and the obligations of the Debtors and ~~the applicable~~ Buyer thereunder.

28. This Order **and Agreement** shall be binding upon and govern the acts of all Persons and entities, including without limitation, ~~all creditors of the Debtors, the Debtors and~~ the Buyers, their respective successors and permitted assigns, including, without limitation, any Chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a Chapter 7 case if any of the Debtors' cases are converted from Chapter 11, all creditors of any

Debtor (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Acquired Assets.

~~29. The automatic stay of section 362(a) of the Bankruptcy Code shall not apply to and otherwise shall not prevent the exercise or performance by any party of its rights or obligations under the Purchase Agreements.~~

~~30.~~**29.** The provisions of this Order are non-severable and mutually dependent.

~~31.~~**30.** Nothing in any order of this Court or contained in any plan of reorganization or liquidation confirmed in the Chapter 11 Cases, or in any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Purchase ~~Agreements~~**Agreement** or the terms of this Order.

~~32.~~**31.** Notwithstanding Bankruptcy Rules 6004 and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and ~~each~~**the** Buyer are free to close under the ~~applicable~~ Purchase Agreement at any time, subject to the terms of ~~such~~**the** Purchase Agreement. In the absence of any person or entity obtaining a stay pending appeal, if the Debtors and ~~any~~**the** Buyer close under ~~any~~**the** Purchase Agreement, the Buyer ~~thereunder~~ shall be deemed to be acting in “good faith” and shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to ~~such~~**the** Purchase Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

~~33.~~**32.** This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order and the Purchase Agreements in all respects and to decide any disputes concerning this Order, the Purchase Agreements, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Purchase Agreements and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Acquired Assets and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the Acquired Assets free and clear of all Encumbrances. To the extent there are any inconsistencies between the terms of this Order and ~~any~~**the** Purchase Agreement, the terms of this Order shall control.

~~34. — CapitalSource is deemed to be the back-up bidder for any of the assets proposed to be sold and/or authorized to be sold to a party other than CapitalSource (the “Third Party Sales”) for an amount per Individual Property (as such term is defined in the Original Purchase Agreement) as reflected on Exhibit A to the Original Purchase Agreement. In the event any of the Third Party Sales fail to close in accordance with the terms of the applicable Purchase Agreement, the Debtors are hereby authorized to proceed with closing of the sale of the assets that were subject to such failed Third Party Sale to CapitalSource for the applicable purchase price as set forth in the previous sentence. Such sale shall be in accordance with the salient terms of the Original Purchase Agreement (subject to conforming modifications that may be required) and CapitalSource, as the back-up bidder, shall be deemed to be a buyer with respect to such assets in good faith as that term is used in Section 363(m) of the Bankruptcy Code and shall be entitled to all the protections and immunities of Section 363(m).~~

35. ~~The Objection [Docket No. 171] (“**Frisco Objection**”) filed by Frisco Investments, LLC was withdrawn on the record at the Sale Hearing.~~

36. ~~The Limited Objection [Docket No. 178] (“**Trump Objection**”) filed by Trump International Management Corporation and Trump International Hotel and Tower Condominium (collectively, “**Trump**”) is hereby continued, and all rights of the parties with respect thereto are hereby preserved pending further order of the Court. To the extent that the parties agree, or this Court determines, that Trump holds a valid lien on the property(ies) specifically identified in the Trump Objection (“**Trump Properties**”), such lien shall, notwithstanding anything herein to the contrary, attach to the proceeds of the sale of such property(ies), or, in the absence of such proceeds, shall remain as an encumbrance on the property(ies) to the extent and in an amount agreed to by the parties or determined by this Court. Further, nothing in this Sale Order shall be deemed to prejudice Trump’s position (collectively, “**Trump Position**”) that: (i) the Trump Properties remain subject to that certain Declaration of Trump International Hotel and Tower Condominium, dated September 18, 1996 (the “**Declaration**”) and the By Laws of Trump International Hotel and Tower Condominium identified in the Declaration (the “**By Laws**”); (ii) the Buyers of the property(ies) and any successors or assigns shall comply with the provisions of the Declaration and By Laws, including, but not limited to, provisions relating to use restrictions and payment obligations; and (iii) the Debtors shall remain liable and shall pay in the ordinary course of business when due any accrued and unpaid obligations due and owing to Trump Hotel relating to the Trump Properties from the Petition Date through the Closing Date. Any and all rights of the parties with respect to the Trump Position are hereby preserved pending agreement of the parties or further order of the Court.~~

37. ~~The Limited Objection [Docket No. 357] (“**Maricopa Objection**”) filed by Maricopa County (“**Maricopa**”) is hereby resolved as follows. Maricopa County has secured tax liens (the “**Maricopa Liens**”) that are superior to all other liens pursuant to A.R.S. Sec. 42-17153 on (a) Parcel #216-47-151, with a balance due as of the date of this Order of \$5,244.97, plus accruing interest at the statutory rate of 16%; (b) Parcel #217-04-249, with a balance due as of the date of this Order of \$8,325.94 plus accruing interest at the statutory rate of 16%; and (c) Parcel #216-81-320, with a balance due as of the date of this Order of \$7,443.16, plus accruing interest at the statutory rate of 16%. The Maricopa Liens on Parcel #216-47-151, Parcel #217-04-249 and Parcel #216-81-320 shall remain on said properties in accordance with A.R.S. Sec. 42-17153 until all taxes have been paid in full.~~

38. ~~The Objection [Docket No. 360] (“**Beaver Creek Objection**”) filed by Beaver Creek Lodge Condominium Association (“**Beaver Creek HOA**”) is hereby resolved as follows. Notwithstanding anything to the contrary in this Order or elsewhere in this Bankruptcy Case, the Sale of Unit Number 506 of the Beaver Creek Lodge, 26 Avondale Lane, Beaver Creek, Colorado, 81620 (the “**Beaver Creek Property**”) shall be subject to the first position and senior lien (the “**Beaver Creek Lien**”) of Beaver Creek HOA in the amount of \$20,000.00. The Beaver Creek Lien is for assessments dated July 1, 2010 (invoice #2996) and October 1, 2010 (invoice # 3102), plus finance charges and attorneys fees pursuant to CRS 38-33.3-316, and shall be enforceable in the State Courts of Colorado in the manner permitted under applicable state law and is not subject to the bankruptcy stay or any other stay or impairment.~~

39. ~~The Objection [Docket No. 372] (“**Teton Objection**”) filed by Teton Mountain Lodge Property Management Company, LLC, as agent for Teton Mountain Lodge Owners’ Association (collectively, “**Teton**”) is hereby resolved as follows: (1) Teton holds a valid, first~~

~~position senior lien (the “Teton Lien”) on the property(ies) specifically identified in the Teton Objection (the “Teton Property”) in the amount of \$17,438.48, plus interest, cost and attorneys’ fees; (2) notwithstanding anything to the contrary in the Final DIP Order [Dkt. No. 132] or otherwise filed in this case, the Teton Lien is senior to and has priority over any DIP, super-priority, priming or other liens or claims of CapitalSource or any other lender, and the Teton Lien shall not be and has not been primed in this case; (3) the Teton Property is being sold subject to the Teton Lien, including without limitation or prejudice all rights Teton has under Wyoming state law, and Teton reserves all such rights, (4) the Teton Lien shall remain as an encumbrance on the Teton Property and can be enforced pursuant to Wyoming state law and no automatic stay shall apply to enforcement of Teton’s rights with respect to the Teton Lien, and (5) the Teton Lien is not avoidable as a preference or otherwise, and no party will attempt to avoid the Teton Lien, on any basis.~~

~~40. — Because no executory contracts or unexpired leases are being assumed as part of the Sale, the Limited Objection [Docket No. 363] filed by Ken Bream is moot, and is therefore denied without prejudice.~~

~~41. — Any amounts that become payable by the Debtors to Buyer pursuant to a breach of the Laurence APA or any of the documents delivered by the Debtors pursuant to or in connection with the Laurence APA shall (a) constitute a timely filed administrative expense claim of such Debtor’s estate within the meaning of section 503(b) of the Bankruptcy Code and shall be deemed timely filed for purposes of any bar date, and (b) in the case of amounts or claims that are addressed in the Laurence APA or other documents delivered pursuant to or in connection with the Laurence APA be paid by the Debtors in the time and manner as provided in the Laurence APA or such other document without further order of this Court, provided,~~

~~however, that upon notice of such administrative claim, the Debtors, CapitalSource and Committee shall have five (5) days to object to such administrative claim, solely to contest whether a breach of the Laurence APA has occurred and the reasonableness of such claim related to the breach. Any such amounts shall be treated with such priority if the above-captioned bankruptcy cases convert to cases under chapter 7 of the Bankruptcy Code; provided however, if any such claim is not known by the Buyer as of the time of confirmation of any plan of reorganization for any Debtor, such claim shall not be discharged pursuant to the confirmation of any such plan of reorganization but instead shall continue as a liability of the reorganized entity, subject in all respects to the time limitations on any such claim set forth in the Laurence APA. Notwithstanding anything contained in this Paragraph 41, any administrative expense claim due and owing herein shall not be a superpriority claim within the meaning of Section 364(c)(1) or Section 507(b) of the Bankruptcy Code.~~

Dated: ~~October~~_____, 2010
Wilmington, Delaware

United States Bankruptcy Judge

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