

## AMENDED AND RESTATED AGREEMENT OF SALE AND PURCHASE

This **AMENDED AND RESTATED AGREEMENT OF SALE AND PURCHASE** (this "Agreement"), dated as of October 7, 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. Although the Original Agreement had been substantially negotiated, such Original Agreement had not been finalized or fully executed by the Parties thereto.
- C. The Parties desire to amend and restate the Original 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 10.13.

**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** “Alternative Transaction” shall mean (x) any transaction or series or transactions: (i) involving a third party and any Seller (other than the transactions contemplated by this Agreement) relating to any merger, consolidation, business combination, sale of all or substantially all of any Seller’s or all of the Sellers’ 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 Properties and Purchased Assets; or (ii) pursuant to which the holders of the debt of any Seller obtain a majority of the equity interests of any Seller or all or substantially all of the assets of any Seller in exchange for such debt or (y) a plan of reorganization of any 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 Sellers 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” and “Bills of Sale” shall have the meanings ascribed in Section 10.3.2.

**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 Sellers business 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.

**1.1.11** "Buyer Indemnified Party" shall have the meaning ascribed in Section 9.2(a).

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

**1.1.13** "Closing" shall have the meaning ascribed in Section 9.2.

**1.1.14** "Closing Date" shall have the meaning ascribed in Section 9.2.

**1.1.15** "Closing Statement" shall have the meaning ascribed in Section 9.5.1(a).

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

**1.1.17** "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.

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

**1.1.19** "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.

**1.1.20** “Escrow Agent” shall mean Patton Boggs LLP.

**1.1.21** “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 that are not listed on Exhibit B.

**1.1.22** “Expense Reimbursement” shall have the meaning ascribed in Section 9.3.

**1.1.23** “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.

**1.1.24** “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.

**1.1.25** “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.

**1.1.26** “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).

**1.1.27** “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.

**1.1.28** “Intellectual Property” shall mean all 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.

**1.1.29** “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.

**1.1.30** “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).

**1.1.31** “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.

**1.1.32** “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.

**1.1.33** “Losses” shall have the meaning ascribed in Section 9.2(a).

**1.1.34** “Permitted Outside Parties” shall have the meaning ascribed in Section 3.4.

**1.1.35** “Person” means any individual, any corporation, limited liability company, partnership, or other entity, and any Governmental Entity.

**1.1.36** “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 intangible assets owned by the Sellers 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 Sellers’ 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 Sellers in connection with the operation of their vacation club, and (vii) any tangible or intangible property and rights of every kind or nature used by the Company assets or property listed on Exhibit B hereto.

**1.1.37** “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.

**1.1.38** “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.

**1.1.39** “Properties” shall mean, collectively, the Individual Properties.

**1.1.40** “Proration Items” shall have the meaning ascribed in Section 9.4.1.

**1.1.41** “Proration Time” shall have the meaning ascribed in Section 9.4.1.

**1.1.42** “Purchase Price” shall have the meaning ascribed in Section 2.2.

**1.1.43** “Purchased Assets” shall mean: (i) all Personal Property; (ii) any and all rights and remedies of Sellers with respect to the policies of insurance that relate to the Properties or the Purchased Assets, and (iii) the equity interests of the entities identified on Exhibit B that are owned by the Sellers identified on such schedule, in each case as identified on Exhibit B (as the same may be amended prior to Closing).

**1.1.44** “Qualified Bid” shall have the meaning ascribed to it in the Bid Procedures attached to the Bid Procedures Order.

**1.1.45** “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.

**1.1.46** “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.

**1.1.47** “Seller Indemnified Party” shall have the meaning ascribed in Section 9.2(b).

**1.1.48** “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, 7.5, 9.5.1(a), 9.6, and 10.10.

**1.1.49** “Tax” means any tax, charge or assessment by or liability to any Governmental Entity, including, but not limited to, any deficiency, interest or penalty.

**1.1.50** “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.

**1.1.51** “Title Company” shall mean Fidelity National Title Insurance Company.

**1.1.52** “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 of \$65,242,572 plus an additional amount for the Purchased Assets (to be determined by Buyer prior to the Auction and upon review of value ascribed to such assets on Debtors' schedules) (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, and with respect to the Purchased Assets, in accordance with the amounts identified for each such Purchased Asset on Exhibit B.

**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 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 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. Buyer may, at any time prior to the Auction (as such term is defined in the Bid Procedures Order) and in its sole discretion amend Exhibits A or B based on the results of its Due Diligence to remove Properties or Purchased Assets or add additional properties or assets.

**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) an inventory 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 11.10 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 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. 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: (i) enter the Bid Procedures Order (in substantially the form attached to the Bid Procedures Motion) as soon as practicable; (ii) schedule an hearing on the Sale Motion in accordance with the time periods required by the Bid Procedures; and (iii) 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.

## 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);<sup>1</sup>

**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.

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<sup>1</sup> 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 8.3 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.

**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(a) 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 Policies (including the cost of any endorsements and any title examination fees); (c) the recording fees required in connection with the transfer of the Properties to Buyer; (d) all state and local transfer taxes payable as a result of the transfer of the Properties by Sellers to Buyer; and (e) 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; (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 Properties or the Purchased Assets; 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, 12<sup>th</sup> Floor  
Chevy Chase, Maryland 20815  
Attention: Joanne Fungaroli  
Fax: (301) 841-2380

with copies to: Patton Boggs LLP  
1185 Avenue of the Americas, 30<sup>th</sup> 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 10.10 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  
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,

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 companyPRIVATE  
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 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  
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: 

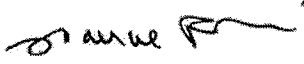
Name: Sheon Karol

Title: Chief Restructuring Officer

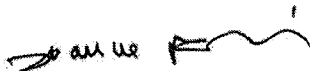
**AGENT:**  
**ULTIMATE ESCAPES HOLDINGS, LLC**

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

**BUYER:**  
CAPITALSOURCE FINANCE LLC

By:   
Name: Joanne Fungaroli  
Title: Authorized Signatory

CAPITALSOURCE BAHAMAS LLC

By:   
Name: Joanne Fungaroli  
Title: Authorized Signatory

**Exhibit A**

Properties

Attached

**Ultimate Escapes Destination Club**  
**Schedule of Opening Bids**

Club	Address	Destination	Bid Amt.
Elite	Abaco Club on Winding Bay, Cottage #42, PO Box AB 20571, Marsh Harbour, Abaco	Abaco, Bahamas	903,000
Elite	Abaco Club on Winding Bay, Cottage #43, PO Box AB 20571, Marsh Harbour, Abaco	Abaco, Bahamas	903,000
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, #1306, Waikoloa, HI 96738	Big Island, HI	287,100
Premiere	2000 North Lincoln Park West, #1501, Chicago, IL 60614	Chicago, IL	318,750
Premiere	130 Ponderosa Court #1	Colorado	217,371
Signature	32 Masters Drive, Copper Mountain, CO 80443	Copper Mountain, CO	1,097,143
Elite	Inn at Silver Lake, 7560 Royal Street, Unit 2, Park City, UT 84060	Deer Valley, UT	1,575,000
Elite	Inn at Silver Lake, 7560 Royal Street, Unit 6, Park City, UT 84060	Deer Valley, UT	1,664,304
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	871,500
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	673,313
Signature	7310 Estrella de Mar Road, #7, Carlsbad, CA 92009	La Costa, CA	825,000
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
Signature	81190 Golf View Drive, La Quinta, CA 92253	La Quinta, CA	637,500
Signature	384 Valley Woods Road, Bolton Landing, NY 12814	Lake George, NY	693,750
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 Caddie Ct., Incline Village, NV 89541	Lake Tahoe, CA	600,000
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	1,681,875
Elite	Esperanza, Unit 1501, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23140	Los Cabos, MX	889,200
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	936,000
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	552,500
Signature	Carretera Transpeninsular KM 27.5 - Palmilla Estates #35, Cabo San Lucas, MX 23400	Los Cabos, MX	471,250
Signature	Cabo del Sol - Las Colinas #33, Cabo San Lucas, MX 23410	Los Cabos, MX	853,125
Signature	Casa Tortuga, Las Posadas #2, Cabo San Lucas, MX 23410	Los Cabos, MX	682,500
Signature	Esperanza, Unit 1601, Carretera Transpeninsular KM 7 Punta Ballena, Cabo San Lucas, MX 23142	Los Cabos, MX	842,400
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	889,200
Signature	Casa Paraiso, Lot 18, Los Brisas Cabo del Sol, Los Cabos, MX	Los Cabos, MX	881,563
Elite	3800 Wailea Alanui, #208, Wailea Hawaii 96753	Mauai, HI	3,990,000
Signature	17875 Collins Ave, #2805, Sunny Isles Beach, FL 33160	Miami Beach, FL	1,140,000
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 #310, New York, NY 10023	NYC, NY	2,160,000
Elite	Trump International Hotel & Tower, One Central Park West #302/303, New York, NY 10023	NYC, NY	1,891,200
Premiere	1600 Broadway, #18F, New York, NY 10019	NYC, NY	606,240
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	896,000
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 #1622, New York, NY 10023	NYC, NY	1,053,312
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	617 Hunt Club Drive, Corolla, NC 27927	Outer Banks, NC	607,500
Premiere	Casa 12 Estrella del Mar, La Playa Estates, Costa Banderas, Nayarit, MX 63732	Punta Mita, MX	429,975
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	810,000
Elite	The Rocks Club Villa #114, 27440 N. Alma School Road, Scottsdale, AZ 85262-2330	Scottsdale, AZ	468,000
Signature	8148 East Highpoint Drive, Scottsdale, AZ 85262	Scottsdale, AZ	369,000
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
Premiere	4001 Mountain Road, Unit 512, Topnotch Resort and Spa, Stowe, VT 05672	Stowe, VT	412,500
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

\$ 65,242,572

## **Exhibit B**

### **Specified Personal Property**

**[SUBJECT TO AMENDMENT OR SUPPLEMENT BASED ON DUE DILIGENCE REVIEW OF SELLERS' BANKRUPTCY SCHEDULES AND DUE DILIGENCE REVIEW OF FOREIGN REAL PROPERTY ISSUES]**

### **Equity Interests**

<b>Private Retreats Paradiso, Ltd.</b>	Purchase Price \$6,120,000
<b>Private Escapes TCI, Ltd.</b>	Purchase Price \$1,890,000
<b>Private Escapes Borgo Di Vagli, LLC</b>	Purchase Price \$500,000

### **Deposit Accounts**

Account Holder: Ultimate Escapes Holdings, LLC  
Financial Institution: CNL Bank  
Account Numbers: 7031081  
7031099  
3045747  
3051133  
ABA Number: 063114289

### **Membership Lists**

Any and all membership lists, electronic data and proprietary information relating to the Seller's current or former vacation club members.

### **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**

<u>Federal Trademark Registrations</u>				
<u>Trademark</u>	<u>Type of mark</u>	<u>Register</u>	<u>Registration Number</u>	<u>Serial number</u>
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 DISCOVERY <sub>SM</sub>	Standard Characters	Principal	3648419	77419716
PRIVATE ESCAPES®	Design	Principal	3087222 <sup>1</sup>	78479423

PRIVATE ESCAPES PLATINUM®	Design	Principal	3075835 <sup>1</sup>	78478155
PRIVATE ESCAPES PLATINUM®	Standard Characters	Principal	3084555 <sup>1</sup>	78467303
PRIVATE ESCAPES	Standard Characters	Principal	3087191 <sup>1</sup>	78416879
PRIVATE ESCAPES PREMIERE			20061238042 <sup>1</sup>	
DESTINATION CLUBS BY PRIVATE ESCAPES			20041408057 <sup>1</sup>	
PRIVATE ESCAPES DESTINATION CLUBS, LLC			20061461337 <sup>1</sup>	

**International Trademark Registration**

<u>Trademark</u>	<u>Type of mark</u>	<u>Serial number</u>	<u>Status</u>
ULTIMATE ESCAPES	Standard Characters	973987	Registered (CTM- Community Trademark)

**Federal Trademark Applications**

<u>Trademark</u>	<u>Type of mark</u>	<u>Serial number</u>	<u>Status</u>
ULTIMATE RESORT ESCAPES <sup>SM</sup>	Standard Characters	77280148	No Statement of Use filed by 11/27/08. No extension filed. Application has been abandoned.
LIVING LIFE TO THE ULTIMATES <sup>SM</sup>	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.

**SCHEDULES**

**To Be Delivered**