

I hereby certify this to be a true copy of
the original Order
Dated this 5 day of July 2010
for Clerk of the Court

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

IN THE MATTER OF FAIRMONT RESORT PROPERTIES LTD.,
LAKE OKANAGAN RESORT VACATION (2001) LTD.,
LAKE OKANAGAN RESORT (2001) LTD. and LL DEVELOPMENTS LTD.

BEFORE THE HONOURABLE
MADAM JUSTICE B.E.C. ROMAINE
IN CHAMBERS

) AT THE CALGARY COURTS CENTRE,
) IN THE CITY OF CALGARY, IN THE
) PROVINCE OF ALBERTA, THIS 22nd
) DAY OF JUNE, 2010

ORDER

UPON THE APPLICATION of Northwynd Limited Partnership, by its General Partner Northwynd Resort Properties Ltd. ("Northwynd"); AND UPON HEARING the representations of Counsel for Northwynd, Counsel for Northwynd's affiliates, LOR Limited Partnership by its General Partner LOR Resort Properties Ltd. ("LOR LP"), Lorwynd Limited Partnership by its General Partner Lorwynd Resort Properties Ltd. ("Lorwynd LP") and Northmont Limited Partnership by its General Partner Northmont Resort Properties Ltd. ("Northmont LP"), Counsel for Fairmont Resort Properties Ltd. ("Fairmont"), Lake Okanagan Resort Vacation (2001) Ltd. ("LORV"), Lake Okanagan Resort (2001) Ltd. ("LOR") and LL Developments Ltd., Counsel for the Monitor, Ernst & Young Inc. (the "Monitor"), Counsel for Resort Funding LLC and Counsel in attendance representing other parties; AND UPON HAVING READ the Affidavit of Gary L. Bentham sworn June 15, 2010 in the within proceedings (the "Bentham Affidavit") and the Eleventh Report of the Monitor;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of notice of the within application is deemed good and sufficient.

2. As at June 15, 2010, the sum of \$53,396,630 is due and owing by each of Fairmont, LORV and LOR (sometimes collectively referred to herein as the "Fairmont Group") to Northwynd.

3. The Foreclosure Agreement dated as of June 15, 2010 and entered into by the Fairmont Group and Northwynd in accordance with the Order of this Honourable Court dated April 27, 2010 (the "Foreclosure Agreement"), is hereby approved.

4. The surrender, conveyance and vesting of the Foreclosed Assets, as such term is defined in the Foreclosure Agreement, by the Fairmont Group to Northwynd or its nominee or nominees for consideration comprised of:

- (a) the satisfaction and discharge of \$43,804,817.00 of certain indebtedness owed by Fairmont to Northwynd and related accrued interest;
- (b) a cash payment sufficient to pay the DIP Payment, KERP Payment and Administration Payment, as such terms are defined in the Foreclosure Agreement; and
- (c) the assumption of the existing liability for the payment of the Supplier Payment, as such term is defined in the Foreclosure Agreement,

all as more particularly described in the Foreclosure Agreement, is hereby approved. Further, the Foreclosure Agreement is found to be commercially reasonable and in the best interests of the Fairmont Group and its stakeholders.

5. The execution and delivery of the Foreclosure Agreement by the Fairmont Group, together with any consequential amendments as may be agreed upon by the parties, is hereby authorized and approved, and each of the Fairmont Group is hereby authorized and directed to take such additional steps and execute and deliver such additional documents as may be necessary or desirable for the completion of the surrender, conveyance and vesting of the Foreclosed Assets to and in Northwynd or its nominee or nominees, including to and in LOR LP, Lorwynd LP and Northmont LP (the "Northwynd Affiliated LPs") in accordance with the Asset Transfer Agreements, as defined in the Foreclosure Agreements.

6. As a condition precedent to the vesting of the Foreclosed Assets under the Foreclosure Agreement and the filing of this Order at the applicable British Columbia Land Title Office, Messrs. Schinnour, Matkin and Pichette ("SMP"), counsel for the Northwynd Affiliated LPs, shall:

- (a) immediately upon SMP having received funds in trust from financing proceeds arranged by the Northwynd Affiliated LPs, releasable subject only to the filing of this Order at the applicable British Columbia Land Title Office, deliver written correspondence to the Monitor and Century Services Inc. ("Century") confirming same; and
- (b) deliver (i) a written undertaking to the Monitor, to pay the Monitor the amount of the KERP Payment and the Administration Payment, and (ii) a written undertaking to Century to pay Century the amount of the DIP Payment, in each case immediately upon acceptance by the applicable British Columbia Land Title Office of this Order for registration and receipt by SMP of confirmation of pending registration numbers from the applicable British Columbia Land Title Office.

7. Upon the Monitor filing a certificate (the "Monitor's Certificate") with this Honourable Court signed by Northwynd stating that all of the conditions for the benefit of Northwynd to the vesting of the Foreclosed Assets substantially in accordance with the Foreclosure Agreement have been satisfied or waived, except for (i) the vesting of the Foreclosed Assets in Northwynd and (ii) the payments set out in section 4(b), above:

- (a) title to all of the Foreclosed Assets shall vest absolutely in Northwynd;
- (b) upon transfer of the Fairmont Foreclosed Assets (Northmont) and Fairmont Foreclosed Assets (Carthew), as such terms are defined in the Foreclosure Agreement, from Northwynd to the Northmont LP pursuant to the Northmont Asset Transfer Agreement, as such term is defined in the Foreclosure Agreement, title to all of the Fairmont Foreclosed Assets (Northmont) and Fairmont Foreclosed Assets (Carthew) shall vest absolutely in Northmont LP;

- (c) upon the transfer of the Fairmont Foreclosed Assets (Carthew), as such term is defined in the Foreclosure Agreement, from Northmont LP to Carthew Registry Services Ltd. ("Carthew") pursuant to the Fairmont Trust Agreement (Amendment and Restatement), as such term is defined in the Foreclosure Agreement, title to all of the Fairmont Foreclosed Assets (Carthew) shall vest absolutely in Carthew, as trustee under the Fairmont Trust Agreement (Amendment and Restatement);
- (d) upon transfer of the LOR Foreclosed Assets, as such term is defined in the Foreclosure Agreement, from Northwynd to LOR LP pursuant to the LOR Asset Transfer Agreement, as such term is defined in the Foreclosure Agreement, title to all of the LOR Foreclosed Assets shall vest absolutely in LOR LP;
- (e) upon transfer of the LOR Fixed Assets (Carthew/LOR Resort), as such term is defined in the Foreclosure Agreement, from LOR LP to Carthew pursuant to the LOR Trust Agreement, as such term is defined in the Foreclosure Agreement, title to all of the LOR Fixed Assets (Carthew/LOR Resort) shall vest absolutely in Carthew, as trustee under the LOR Trust Agreement;
- (f) upon transfer of the LORV Foreclosed Assets, as such term is defined in the Foreclosure Agreement, from Northwynd to Lorwynd LP pursuant to the Lorwynd Asset Transfer Agreement, as such term is defined in the Foreclosure Agreement, title to all of the LORV Foreclosed Assets shall vest absolutely in Lorwynd LP;
- (g) upon transfer of the LORV Fixed Assets (Carthew) and LOR Fixed Assets (Carthew/Lorwynd), as such terms are defined in the Foreclosure Agreement, from Lorwynd LP to Carthew pursuant to the LORV Trust Agreement (Amendment and Restatement), as such term is defined in the Foreclosure Agreement, title to all of the LORV Fixed Assets (Carthew) and LOR Fixed Assets (Carthew/Lorwynd) shall vest absolutely in Carthew, as trustee under the LORV Trust Agreement (Amendment and Restatement);

in each case free and clear of and from any and all estates, interests, licences, rights, options, security interests (whether contractual, statutory or otherwise including security interests evidenced by registrations pursuant to the *Personal Property Security Act* of the Province of Alberta or of the Province of British Columbia, or any other personal property registry system), security notices, hypothecs, mortgages, pledges, agreements, statements of claim, certificates of lis pendens, disputes, debts, trusts or deemed trusts (whether contractual, statutory or otherwise), liens whether contractual, statutory or otherwise (including, without limitation, any statutory or builders' liens), taxes and arrears of taxes, executions, levies, and other rights, limitations, restrictions, interests and encumbrances, whatsoever, howsoever and whensoever created or arising, whether absolute or contingent, fixed or floating, whether or not they have attached or have been perfected, registered or filed and whether secured, unsecured or otherwise, whether liquidated, un-liquidated or contingent (collectively, the "Claims"), by or of all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executors, administrators or other legal representatives and Her Majesty in Right of Canada and Her Majesty in Right of the Province of Alberta and Her Majesty in Right of the Province of British Columbia and agents of the Crown and regardless whether they have been served with notice of the application pursuant to which this Order is made, save and except for Permitted Encumbrances as such term is defined in the Foreclosure Agreement (the "Permitted Encumbrances") or any security that may be granted by Northwynd or a Northwynd Affiliated LP (the "Northwynd Created Security") in the Foreclosed Assets or any of them.

8. Upon filing of a certified copy of this Foreclosure Order, together with a letter authorizing its registration from counsel for Northwynd, Borden Ladner Gervais LLP (the "BLG Letter") and the Monitor's Certificate, all right, title, interest, estate and equity of redemption in and to the Lands as hereinafter described be conveyed to and do vest in the parties, as hereinafter described free and clear of all right, title, interest, estate and equity of redemption or claim of the creditors of Fairmont, LORV and LOR as the case may be, their successors and assigns and this Court directs the Registrar of the Kamloops/Nelson Land Titles Office to cancel the existing titles and issue new titles as follows:

Fairmont Lands (Carthew)
(as described in Schedule A hereto)
be conveyed to and vest in:

Carthew Registry Services Ltd.
Alberta Corp Access #2011409600
Suite A, 5799 – 3rd Street S.E.
Calgary, Alberta T2H 1K1

Fairmont Lands (Northmont)
(as described in Schedule B hereto)
be conveyed to and vest in:

Northmont Resort Properties Ltd.
Inc. #BC0881638
5006 Fairmont Frontage Road
Fairmont Hot Springs, British
Columbia V0B 1L1

LOR Lands (Carthew/LOR Resort)
(as described in Schedule C hereto)
be conveyed to and vest in:

Carthew Registry Services Ltd.
Alberta Corp Access #2011409600
Suite A, 5799 – 3rd Street S.E.
Calgary, Alberta T2H 1K1

LOR Lands (Carthew/Lorwynd)
(as described in Schedule D hereto)
be conveyed to and vest in:

Carthew Registry Services Ltd.
Alberta Corp Access #2011409600
Suite A, 5799 – 3rd Street S.E.
Calgary, Alberta T2H 1K1

LOR Lands (LOR Resort)
(as described in Schedule E hereto)
be conveyed to and vest in:

LOR Resort Properties Ltd.
Inc. #BC0881612
2751 Westside Road
Kelowna, British Columbia
V7Y 1K2

LORV Lands (Carthew)
(as described in Schedule F hereto)
be conveyed to and vest in:

Carthew Registry Services Ltd.
Alberta Corp Access #2011409600
Suite A, 5799 – 3rd Street S.E.
Calgary, Alberta T2H 1K1

(the Fairmont Lands (Carthew), the Fairmont Lands (Northmont), the LOR Lands (Carthew/LOR Resort), the LOR Lands (Carthew/Lorwynd), the LOR Lands (LOR Resort) and the LORV Lands (Carthew) are sometimes collectively referred to herein as the “Lands”)

and this Court declares that it has been proven to the satisfaction of the Court on investigation that the title of the above-designated parties in and to those Lands is a good, safe holding and marketable title.

9. On Vesting pursuant to paragraph 7 above, the Foreclosed Assets consisting of Fairmont’s interest in (i) the Fairmont Trust Agreement and its beneficial interest pursuant to the Fairmont Trust Agreement in the Fairmont Trust Agreement Lands, as defined in the Foreclosure

Agreement and outlined in Schedule G to this Foreclosure Order, and (ii) the Fairmont Lands (Carthew) shall vest in Northwynd and, upon transfer to Northmont LP pursuant to the Northmont Asset Transfer Agreement, in Northmont LP and, in the case of the Fairmont Lands (Carthew), in Carthew pursuant to the Fairmont Trust Agreement (Amendment and Restatement). The Fairmont Trust Agreement Lands shall remain in the name of Carthew and together with the Fairmont Lands (Carthew) shall be held by Carthew in trust in accordance with the Fairmont Trust Agreement (Amendment and Restatement). Upon delivery to Carthew and the Philip K. Matkin Professional Corporation (the "Matkin Corporation") of a certified copy of this Foreclosure Order, together with a copy of the Monitor's Certificate, Carthew and the Matkin Corporation are hereby directed to execute the Fairmont Trust Agreement (Amendment and Restatement) and such other documents as may be required by Northwynd to confirm the foregoing.

10. On Vesting pursuant to paragraph 7 above, the Foreclosed Assets consisting of LORV's interest in (i) the LORV Trust Agreement and its beneficial interest pursuant to the LORV Trust Agreement in the LORV Trust Agreement Lands, as defined in the Foreclosure Agreement and outlined in Schedule H to this Foreclosure Order, (ii) the LORV Lands (Carthew) and (iii) the LOR Lands (Carthew/Lorwynd) shall vest in Northwynd and, upon transfer to Lorwynd LP pursuant to the Lorwynd Asset Transfer Agreement, in Lorwynd LP and, in the case of the LORV Lands (Carthew) and LOR Lands (Carthew/Lorwynd), in Carthew pursuant to the LORV Trust Agreement (Amendment and Restatement). The LORV Trust Agreement Lands shall remain in the name of Carthew and together with the LORV Lands (Carthew) and LOR Lands (Carthew/Lorwynd) shall be held by Carthew in trust in accordance with the LORV Trust Agreement (Amendment and Restatement). Upon delivery to Carthew and the Matkin Corporation of a certified copy of this Foreclosure Order, together with a copy of the Monitor's Certificate, Carthew and the Matkin Corporation are hereby directed to execute the LORV Trust Agreement (Amendment and Restatement) and such other documents as may be required by Northwynd to confirm the foregoing.

11. On Vesting pursuant to paragraph 7 above, the Foreclosed Assets consisting of Fairmont's interest in the LOR Lands (Carthew/LOR Resort), as defined in the Foreclosure Agreement and outlined in Schedule C to this Foreclosure Order, shall vest in Northwynd and,

upon transfer to LOR LP pursuant to the LOR Asset Transfer Agreement, in LOR LP and in Carthew pursuant to the LOR Trust Agreement. The LOR Lands (Carthew/LOR Resort) shall be held by Carthew in trust in accordance with the LOR Trust Agreement. Upon delivery to Carthew and the Matkin Corporation of a certified copy of this Foreclosure Order, together with a copy of the Monitor's Certificate, Carthew and the Matkin Corporation are hereby directed to execute the LOR Trust Agreement and such other documents as may be required by Northwynd to confirm the foregoing.

Fairmont Trust Agreement Lands/
LORV Trust Agreement Lands
(Schedules G and H, respectively)

Carthew Registry Services Ltd.
Alberta Corp Access #2011409600
Suite A, 5799 – 3rd Street S.E.
Calgary, Alberta T2H 1K1

12. All of the interest, right, title, estate and equity of redemption of the Fairmont Group, and any persons claiming by, through or under any or all of the Fairmont Group in and to the Foreclosed Assets will upon the Vesting Date contemplated in the Foreclosure Agreement, be fully and finally extinguished.

13. The Registrar of the Kamloops/Nelson Land Title Office in the Province of British Columbia shall forthwith remove, discharge and expunge those Non-Permitted Encumbrances registered in the Kamloops/Nelson Land Titles Office against the Lands, described hereto in Schedules A through H inclusive, upon receipt by the Registrar of:

- (a) A Court certified copy of this Foreclosure Order, or facsimile version, or a photocopy of a facsimile version or a scanned and electronically transferred copy of a Court certified copy of this Foreclosure Order, which facsimile version, or photocopy of a facsimile version or scanned electronic version of a Court certified copy of this Foreclosure Order, this Court deems to be effective for the removal, discharge and de-registration described above as if it were an original Court certified copy of this Foreclosure Order; and
- (b) The BLG Letter authorizing the registration and/or filing of this Foreclosure Order; and

(c) The Monitor's Certificate.

14. On Vesting pursuant to paragraph 7 above, all of the interest of Fairmont, LORV or LOR, as the case may be, in each of the Foreclosed Contracts to which it is a party, including without limitation, each Timeshare Agreement, each Promissory Note, the Fairmont Trust Agreement and the LORV Trust Agreement, as such terms are defined in the Foreclosure Agreement, shall vest absolutely in Northwynd and, upon transfer, in each Northwynd Affiliated LP to which such Foreclosed Contract is transferred pursuant to the applicable Asset Transfer Agreement, as defined in the Foreclosure Agreement ("Asset Transfer Agreement"), and shall be valid and enforceable by Northwynd and such Northwynd Affiliated LP as against any party or counterparty to such Foreclosed Contract notwithstanding any contractual provisions set out therein:

- (a) limiting or restricting the assignment or transfer thereof; or
- (b) triggering an event of default upon the assignment or transfer thereof or upon the insolvency of any of the Fairmont Group,

and any such party or counterparty is stayed from enforcing any rights of termination or any other rights in relation to any breach of any Foreclosed Contract by reason of the assignment or transfer thereof.

15. On Vesting pursuant to paragraph 7 above, each LORV Timeshare Agreement, as defined in the Foreclosure Agreement, shall vest absolutely in Northwynd and, upon transfer, in each Northwynd Affiliated LP to which such LORV Timeshare Agreement is transferred pursuant to the applicable Asset Transfer Agreement, free and clear of any option, right or entitlement claimed by any party or counterparty to such LORV Timeshare Agreement:

- (a) to upgrade from a residential unit in a building located on LORV Trust Agreement Lands, as defined in the Foreclosure Agreement, to a residential unit in a building located on LOR Lands, as defined in the Foreclosure Agreement; or

- (b) to transfer such party's or counterparty's interest from a residential unit in a building located on LORV Trust Agreement Lands to a residential unit in a building located on LOR Lands; or
- (c) to otherwise stay in any residential unit located in any building on any LOR Lands,

and such LORV Timeshare Agreement shall be valid and enforceable by Northwynd and such Northwynd Affiliated LP against such party or counterparty notwithstanding the extinguishment of any such right, option or entitlement and any such party or counterparty is stayed from enforcing any rights of termination or any other rights any such party or counterparty may have in relation to such LORV Timeshare Agreement by reason of the extinguishment of any such option, right or entitlement.

16. Notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") in respect of any of the Fairmont Group and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Fairmont Group;

the surrender, conveyance and vesting of the Foreclosed Assets in and to Northwynd or its nominee or nominees, including in and to Carthew pursuant to the agreements referenced in this Order and this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Fairmont Group and shall not be void or voidable by creditors or other claimants of the Fairmont Group, nor shall it constitute nor shall it be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17. Fairmont, LORV, LOR, Northwynd and the Monitor are hereby authorized and given leave to apply to this Honourable Court for any Order that may be required or necessary to give effect to the terms of this Foreclosure Order, the Foreclosure Agreement or matters incidental or related thereto.

18. Northwynd shall have judgment against each of Fairmont, LORV and LOR for the aggregate amount of any deficiency owing by any of them to Northwynd, such aggregate amount being \$10,034,813.

19. This Court requests and seeks the aid, recognition and assistance of any court or administrative body in any Province or Territory of Canada, but in particular, in the Province of British Columbia, any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America or elsewhere in connection with the implementation and carrying out of the terms of this Order and in connection with the authority granted hereunder to Fairmont, LORV and LOR to proceed with and conclude the transactions contemplated by the Foreclosure Agreement.

20. Service of this Foreclosure Order need only be effected upon those persons (directly or through counsel) appearing at this application and may be made by email or facsimile transmission and such service shall constitute good and sufficient service from the date of such email or facsimile. Service on any other party is hereby dispensed with.

Justice B.E.C. Romaine
MADAM JUSTICE B.E.C. ROMAINE

ENTERED THIS 5 DAY OF ^{JULY}~~JUNE~~, 2010

K. MCAUSLAND



CLERK OF THE COURT

SCHEDULE "A"
FAIRMONT LANDS (CARTHEW)

To be transferred to:

Carthew Registry Services Ltd.
Alberta Corp Access #2011409600
Suite A, 5799 – 3rd Street S.E.
Calgary, Alberta T2H 1K1

Legal Description:

Parcel Identifier: 019-207-042
Lot 1 District Lot 4084 Kootenay District Plan NEP22130

Legal Notations

Easement T2111
Easement XB21575 over Lot B Plan 17982
Easement XJ21198 over that part of Lot 3 NEP22130 included in Plan NEP22131

Non Permitted Encumbrances:

For the purpose of issuing title as aforesaid in respect to the Fairmont Lands (Carthew), the following encumbrances of the parties registered as charges against the Fairmont Lands (Carthew) in the Kamloops/Nelson Land Title Office be released and discharged by the Registrar, Kamloops/Nelson Land Title Office, upon registration of this Order in accordance with the terms of this Order.

Owner of Charge
616536 B.C. Ltd.

Nature of Charge
Judgment

Registration No.
CA1107702

SCHEDULE "B"
FAIRMONT LANDS (NORTHMONT)

To be transferred to:

Northmont Resort Properties Ltd.
Inc. #BC0881638
5006 Fairmont Frontage Road
Fairmont Hot Springs,
British Columbia
V0B 1L1

Legal Descriptions:

(A) PID: 013-081-896 Lot 6 District Lot 138 Kootenay District Plan 18181
 Legal Notations
 None

(B) **Vacant Lot**
 PID: 011-383-046 Lot 47 District Lot 4084 Kootenay District Plan 17908
 Legal Notations
 None

Non Permitted Encumbrances:

For the purpose of issuing title as aforesaid in respect to the Fairmont Lands (Northmont), the following encumbrances of the parties registered as charges against the Fairmont Lands (Northmont) in the Kamloops/Nelson Land Title Office be released and discharged by the Registrar, Kamloops/Nelson Land Title Office, upon registration of this Order in accordance with the terms of this Order.

Owner of Charge	Nature of Charge	Registration Number
Canadian Imperial Bank of Commerce	Assignment of Rents	LA169124
616536 B.C. Ltd.	Judgment	(as to Lot 6 only) CA1107702

SCHEDULE "C"
LOR LANDS (CARTHEW/LOR RESORT)

To be transferred to:

Carthew Registry Services Ltd.
Alberta Corp Access #2011409600
Suite A, 5799 – 3rd Street S.E.
Calgary, Alberta T2H 1K1

Legal Descriptions:

PID: 027-954-412 Lot A District Lot 3547 Osoyoos Division Yale District Plan KAP89299
Legal Notations
Permit under Part 26 of the Local Government Act, See LB260007
Easement R35272

Non Permitted Encumbrances:

For the purpose of issuing title as aforesaid in respect to the LOR Lands (Carthew/LOR Resort), the following encumbrances of the parties registered as charges against the LOR Lands (Carthew/LOR Resort) in the Kamloops/Nelson Land Title Office be released and discharged by the Registrar, Kamloops/Nelson Land Title Office, upon registration of this Order in accordance with the terms of this Order.

Owner of Charge	Nature of Charge	Registration No.
Computershare Trust Company of Canada modified by LB216665	Mortgage	LA99206
Computershare Trust Company of Canada modified by LB216666	Assignment of Rents	LA99207
Computershare Trust Company of Canada	Modification of Mortgage	LB216665
Computershare Trust Company of Canada	Modification of Assignment of Rents	LA99206
Regional District of Central Okanagan	Priority Agreement granting LB280880 priority over LA99206 (modified by LB216665) and LA99207 (modified by LB216666)	LB216666
Regional District of Central Okanagan	Priority Agreement granting LB280881 priority over LA99206 (modified by LB216665) and LA99207 (modified by LB216666)	LB301665
Century Services Inc.	Priority Agreement granting LB280881 priority over LA99206 (modified by LB216665) and LA99207 (modified by LB216666)	LB301666
Century Services Inc.	Mortgage	LB314331
Century Services Inc.	Assignment of Rents	LB314332

SCHEDULE "D"
LOR LANDS (CARTHEW/LORWYND)

To be transferred to:

Carthew Registry Services Ltd.
Alberta Corp Access #2011409600
Suite A, 5799 – 3rd Street S.E.
Calgary, Alberta T2H 1K1

Legal Descriptions:

PID: 001-477-684 Strata Lot 14 District Lot 3547 Osoyoos Division Yale District Strata
Plan K322

Legal Notations

Easement R33079 over Lot 1 Plan 30301

Easement R35272 over the part of Lot Plan 30301 shown on Plan A15015

Non Permitted Encumbrances:

For the purpose of issuing title as aforesaid in respect to the LOR Lands (Carthew/Lorwynd Resort), the following encumbrances of the parties registered as charges against the LOR Lands (Carthew/Lorwynd Resort) in the Kamloops/Nelson Land Title Office be released and discharged by the Registrar, Kamloops/Nelson Land Title Office, upon registration of this Order in accordance with the terms of this Order.

Owner of Charge		Nature of Charge	Registration No.
Computershare Company of Canada	Trust	Mortgage	LB46116
Computershare Company of Canada	Trust	Assignment of Rents	LB46117
Century Services Inc.		Mortgage	LB314331
Century Services Inc.		Assignment of Rents	LB314332

SCHEDULE "E"
LOR LANDS (LOR RESORT)

To be transferred to:

LOR Resort Properties Ltd.
Inc. #BC0881612
2751 Westside Road
Kelowna, British Columbia
V7Y 1K2

Legal Descriptions:

(A)

PID: 001-477-579

Lot 6 District Lot 3547 Osoyoos Division Yale District Plan 30301

Legal Notations

None

(B)

PID: 001-477-544

Lot 1 District Lot 3547 Osoyoos Division Yale District Plan 30301 Except
Plans 32216, KAP61751 and KAP89299

Legal Notations

Permit under Part 26 of the Local Government Act, See LB260007

Easement R35272

Non Permitted Encumbrances:

For the purpose of issuing title as aforesaid in respect to the LOR Lands (LOR Resort), the following encumbrances of the parties registered as charges against the LOR Lands (LOR Resort) in the Kamloops/Nelson Land Title Office be released and discharged by the Registrar, Kamloops/Nelson Land Title Office, upon registration of this Order in accordance with the terms of this Order.

(A)

Owner of Charge	Nature of Charge	Registration No.
Computershare Trust Company of Canada	Mortgage	LA125169
Computershare Trust Company of Canada	Assignment of Rents modified by LB216669	LA125170
Computershare Trust Company of Canada	Modification of Mortgage LA125169	LB216668
Computershare Trust Company of Canada	Modification of Assignment of Rents LA125170	LB216669

Century Services Inc.	Mortgage	LB314331
Century Services Inc.	Assignment of Rents	LB314332

(B)

Owner of Charge	Nature of Charge	Registration No.
Computershare Trust Company of Canada	Mortgage modified by LB216665	LA99206
Computershare Trust Company of Canada	Assignment of Rents modified by LB216666	LA99207
Computershare Trust Company of Canada	Modification of Mortgage LA99206	LB216665
Computershare Trust Company of Canada	Modification of Assignment of Rents LA99207	LB216666
Regional District of Central Okanagan	Priority Agreement granting LB280880 priority over LA99206 (modified by LB216665) and LA99207 (modified by LB216666)	LB301665
Regional District of Central Okanagan	Priority Agreement granting LB280881 priority over LA99206 (modified by LB216665) and LA99207 (modified by LB216666)	LB301666
Century Services Inc.	Mortgage	LB314331
Century Services Inc.	Assignment of Rents	LB314332

SCHEDULE "F"
LORV LANDS (CARTHEW)

To be transferred to:

Carthew Registry Services Ltd.
Alberta Corp Access #2011409600
Suite A, 5799 – 3rd Street S.E.
Calgary, Alberta T2H 1K1

Legal Descriptions:

(A)

PID:

002-446-481

Strata Lot 3 District Lot 3547 Osoyoos Division Yale
District Strata Plan K322

002-446-642

Strata Lot 20 District Lot 3547 Osoyoos Division
Yale District Strata Plan K322

Legal Notations

Easement R33079 over Lot 1 Plan 30301

Easement R35272 over the part of Lot 1 Plan 30301 shown on Plan A15015

(B)

PID:

002-496-321

Strata Lot 1 District Lot 3547 Osoyoos Division Yale District Strata Plan
K294

002-496-330

Strata Lot 2 District Lot 3547 Osoyoos Division Yale District Strata Plan
K294

002-496-348

Strata Lot 3 District Lot 3547 Osoyoos Division Yale District Strata Plan
K294

002-496-364

Strata Lot 4 District Lot 3547 Osoyoos Division Yale District Strata Plan
K294

002-496-372

Strata Lot 5 District Lot 3547 Osoyoos Division Yale District Strata Plan
K294

002-496-399

Strata Lot 6 District Lot 3547 Osoyoos Division Yale District Strata Plan
K294

002-496-402

Strata Lot 7 District Lot 3547 Osoyoos Division Yale District Strata Plan
K294

002-496-411

Strata Lot 8 District Lot 3547 Osoyoos Division Yale District Strata Plan
K294

002-496-437

Strata Lot 9 District Lot 3547 Osoyoos Division Yale District Strata Plan
K294

002-496-445

Strata Lot 10 District Lot 3547 Osoyoos Division Yale District Strata
Plan K294

002-496-453

Strata Lot 11 District Lot 3547 Osoyoos Division Yale District Strata
Plan K294

002-496-461

Strata Lot 12 District Lot 3547 Osoyoos Division Yale District Strata
Plan K294

Legal Notations

None

(C)

PID:

002-120-666

Strata Lot 39 District Lot 3547 Osoyoos Division Yale District Strata Plan K520

002-120-691

Strata Lot 42 District Lot 3547 Osoyoos Division Yale District Strata Plan K520

Legal Notations

None

(D)

PID: 002-120-798

Strata Lot 52 District Lot 3547 Osoyoos Division Yale District Strata Plan K520

Legal Notations

None

(E)

PID:

002-447-908

Strata Lot 4 District Lot 3547 Osoyoos Division Yale District Strata Plan K316

002-447-916

Strata Lot 5 District Lot 3547 Osoyoos Division Yale District Strata Plan K316

002-447-941

Strata Lot 8 District Lot 3547 Osoyoos Division Yale District Strata Plan K316

002-447-975

Strata Lot 10 District Lot 3547 Osoyoos Division Yale District Strata Plan K316

002-447-983

Strata Lot 11 District Lot 3547 Osoyoos Division Yale District Strata Plan K316

002-448-033

Strata Lot 16 District Lot 3547 Osoyoos Division Yale District Strata Plan K316

002-448-050

Strata Lot 17 District Lot 3547 Osoyoos Division Yale District Strata Plan K316

002-448-068

Strata Lot 18 District Lot 3547 Osoyoos Division Yale District Strata Plan K316

Legal Notations

Easement R33079 over Lot 1 Plan 30301

Non Permitted Encumbrances:

For the purpose of issuing title as aforesaid in respect to the LORV Lands (Carthew), the following encumbrances of the parties registered as charges against the LORV Lands (Carthew) in the Kamloops/Nelson Land Title Office be released and discharged by the Registrar, Kamloops/Nelson Land Title Office, upon registration of this Order in accordance with the terms of this Order.

(A)

Owner of Charge

Nature of Charge

Registration No.

Computershare Trust Company
of Canada

Mortgage

LB46116

Computershare Trust Company of Century Services Inc.	Assignment of Rents Mortgage	LB46117 LB314335
Century Services Inc. 616536 B.C. Ltd. (registered against strata lot 20...K322)	Assignment of Rents Judgment	LB314336 CA1107703

(B)

Owner of Charge Computershare Trust Company of Canada	Nature of Charge Mortgage	Registration No. LA175967
FRPL Finance Ltd.	Assignment of Rents	LA175968
Century Services Inc.	Mortgage	LB314335
Century Services Inc.	Assignment of Rents	LB314336

(C)

Owner of Charge Computershare Trust Company of Canada	Nature of Charge Mortgage	Registration No. LB46116
Computershare Trust Company of Canada	Assignment of Rents	LB46117

(E)

Owner of Charge Computershare Trust Company of Canada	Nature of Charge Mortgage	Registration No. LB46116
Computershare Trust Company of Canada	Assignment of Rents	LB46117
Century Services Inc.	Mortgage	LB314335
Century Services Inc.	Assignment of Rents	LB314336

SCHEDULE "G"
FAIRMONT TRUST AGREEMENT LANDS

No Transfer required lands remain in the name of:

Carthew Registry Services Ltd.
Alberta Corp Access #2011409600
Suite A, 5799 – 3rd Street S.E.
Calgary, Alberta T2H 1K1

Legal Descriptions:

(A)

PID: 017-174-325 Lot A District Lot 4084 Kootenay District Plan NEP19239
Legal Notations
Permit under Part 29 of the Municipal Act XF11000
Permit under Part 29 of the Municipal Act XG11896

(B)

PID: 025-499-599 Lot 1 District Lot 46 Kootenay District Plan NEP71522
Legal Notations
Easement T2111
Easement XB21574
Permit Under Part 29 of the Municipal Act XD1204
Easement XJ9450 over that part of Lot 3 Plan NEP22130 included in Plan NEP22131

(C)

PID: 019-207-051 Lot 2 District Lots 46 and 4084 Kootenay District Plan
NEP22130
Legal Notations
Easement T2111
Easement XB21575 over Lot B Plan 17982
Restrictive Covenant XJ9448 over Lot 1 NEP22130
Easement XJ21198 over that part of Lot 3 Plan NEP22130 included in Plan NEP22131

(D)

PID:
018-859-542 Lot A District Lot 52 Kootenay District Plan NEP21467 Except Strata
Plan NES3006 (Phase 1)
026-654-423 Strata Lot 1 District Lot 52 Kootenay District Strata Plan NES3006
026-654-431 Strata Lot 2 District Lot 52 Kootenay District Strata Plan NES3006
026-654-440 Strata Lot 3 District Lot 52 Kootenay District Strata Plan NES3006
026-654-458 Strata Lot 4 District Lot 52 Kootenay District Strata Plan NES3006
026-654-466 Strata Lot 5 District Lot 52 Kootenay District Strata Plan NES3006
026-654-474 Strata Lot 6 District Lot 52 Kootenay District Strata Plan NES3006
026-654-482 Strata Lot 7 District Lot 52 Kootenay District Strata Plan NES3006
026-654-491 Strata Lot 8 District Lot 52 Kootenay District Strata Plan NES3006
026-654-504 Strata Lot 9 District Lot 52 Kootenay District Strata Plan NES3006
026-654-512 Strata Lot 10 District Lot 52 Kootenay District Strata Plan NES3006

026-654-521	Strata Lot 11 District Lot 52 Kootenay District Strata Plan NES3006
026-654-539	Strata Lot 12 District Lot 52 Kootenay District Strata Plan NES3006
026-654-547	Strata Lot 13 District Lot 52 Kootenay District Strata Plan NES3006
026-654-555	Strata Lot 14 District Lot 52 Kootenay District Strata Plan NES3006
026-654-563	Strata Lot 15 District Lot 52 Kootenay District Strata Plan NES3006
026-654-571	Strata Lot 16 District Lot 52 Kootenay District Strata Plan NES3006
026-654-580	Strata Lot 17 District Lot 52 Kootenay District Strata Plan NES3006
026-654-598	Strata Lot 18 District Lot 52 Kootenay District Strata Plan NES3006
026-654-601	Strata Lot 19 District Lot 52 Kootenay District Strata Plan NES3006
026-654-610	Strata Lot 20 District Lot 52 Kootenay District Strata Plan NES3006
026-654-628	Strata Lot 21 District Lot 52 Kootenay District Strata Plan NES3006
026-654-636	Strata Lot 22 District Lot 52 Kootenay District Strata Plan NES3006
026-654-644	Strata Lot 23 District Lot 52 Kootenay District Strata Plan NES3006
026-654-652	Strata Lot 24 District Lot 52 Kootenay District Strata Plan NES3006
026-654-661	Strata Lot 25 District Lot 52 Kootenay District Strata Plan NES3006
026-654-679	Strata Lot 26 District Lot 52 Kootenay District Strata Plan NES3006
026-654-687	Strata Lot 27 District Lot 52 Kootenay District Strata Plan NES3006
026-654-695	Strata Lot 28 District Lot 52 Kootenay District Strata Plan NES3006
026-654-709	Strata Lot 29 District Lot 52 Kootenay District Strata Plan NES3006
026-654-717	Strata Lot 30 District Lot 52 Kootenay District Strata Plan NES3006
026-654-725	Strata Lot 31 District Lot 52 Kootenay District Strata Plan NES3006
026-654-733	Strata Lot 32 District Lot 52 Kootenay District Strata Plan NES3006

Legal Notations

Permit under Part 29 of the Municipal Act, See XF20646

Easement XF25455 over Lot 3 District Lots 52 and 5352 Kootenay District Plan NEP20036

Easement XH28554 over Lot A District Lot 52 Kootenay District Plan NEP21465 Except Part in NEP21467

Permit under Part 26 of the Local Government Act, See KV81391

Phased Strata Plan Declaration (Form P) Filed LA56501 2006-05-02

Non Permitted Encumbrances:

The following encumbrances of the parties registered as charges against the Fairmont Trust Agreement Lands in the Kamloops/Nelson Land Title Office be released and discharged by the Registrar, Kamloops/Nelson Land Title Office, upon registration of this Order in accordance with the terms of this Order.

(A)

Owner of Charge	Nature of Charge	Registration No.
Computershare Trust Company of Canada	Mortgage	KX147861
Computershare Trust Company of Canada	Assignment of Rents	KX147862
Century Services Inc.	Mortgage	LB314329
Century Services Inc.	Assignment of Rents	LB314330
VVI Construction Ltd.	Claim of Builder's Lien	CA1185267

(B) and (C)

Owner of Charge	Nature of Charge	Registration No.
Computershare Trust Company of Canada	Mortgage	KX147861
Computershare Trust Company of Canada	Assignment of Rents	KX147862
Century Services Inc.	Mortgage	LB314329
Century Services Inc.	Assignment of Rents	LB314330

(D)

Owner of Charge	Nature of Charge	Registration No.
Century Services Inc.	Mortgage	LB314329
Century Services Inc.	Assignment of Rents	LB314330

SCHEDULE "H"
LORV TRUST AGREEMENT LANDS

No Transfer required lands remain in the name of:

Carthew Registry Services Ltd.
Alberta Corp Access #2011409600
Suite A, 5799 – 3rd Street S.E.
Calgary, Alberta T2H 1K1

Legal Descriptions:

(A)

002-500-434	Strata Lot 1 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
002-500-477	Strata Lot 3 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
002-494-175	Strata Lot 5 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
002-500-507	Strata Lot 6 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
002-500-531	Strata Lot 8 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
002-500-574	Strata Lot 12 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
001-470-531	Strata Lot 13 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
002-500-582	Strata Lot 14 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
002-500-621	Strata Lot 18 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
002-500-451	Strata Lot 2 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
002-500-540	Strata Lot 9 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
002-500-566	Strata Lot 11 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
002-500-604	Strata Lot 16 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
002-500-612	Strata Lot 17 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
002-500-485	Strata Lot 4 District Lot 3547 Osoyoos Division Yale District Strata Plan K287
002-120-399	Strata Lot 14 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-402	Strata Lot 15 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-780	Strata Lot 51 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-844	Strata Lot 57 District Lot 3547 Osoyoos Division Yale District Strata Plan K520

Legal Notations

None

This Certificate of Title may be affected by the Agricultural Land Commission Act, See Plan M11328 (as to strata lot 13 only)

(B)

002-120-259	Strata Lot 2 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-356	Strata Lot 11 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-364	Strata Lot 12 District Lot 3547 Osoyoos Division Yale District Strata Plan K520

Legal Notations

None

(C)

002-120-411	Strata Lot 16 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-429	Strata Lot 17 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-437	Strata Lot 18 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-461	Strata Lot 19 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-470	Strata Lot 20 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-488	Strata Lot 21 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-496	Strata Lot 22 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-500	Strata Lot 23 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-518	Strata Lot 24 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-526	Strata Lot 25 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-534	Strata Lot 26 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-542	Strata Lot 27 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-551	Strata Lot 28 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-569	Strata Lot 29 District Lot 3547 Osoyoos Division Yale District Strata Plan K520

002-120-577	Strata Lot 30 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-585	Strata Lot 31 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-593	Strata Lot 32 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-607	Strata Lot 33 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-615	Strata Lot 34 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-623	Strata Lot 35 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-631	Strata Lot 36 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-917	Strata Lot 64 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-925	Strata Lot 65 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-121-948	Strata Lot 66 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-448	Strata Lot 82 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-464	Strata Lot 83 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-502	Strata Lot 84 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-852	Strata Lot 58 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-861	Strata Lot 59 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-879	Strata Lot 60 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-887	Strata Lot 61 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-895	Strata Lot 62 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-120-909	Strata Lot 63 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-121-964	Strata Lot 67 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-121-981	Strata Lot 68 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122- 022	Strata Lot 69 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-057	Strata Lot 70 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-081	Strata Lot 71 District Lot 3547 Osoyoos Division Yale District Strata Plan K520

Legal Notations

Easement X115076 over part of Lot 1 Plan 30301 except Plan 32216 shown on Plan 36863 with

ancillary rights over the remainder

(D)

002-122-103	Strata Lot 72 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-154	Strata Lot 73 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-189	Strata Lot 74 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-243	Strata Lot 75 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-260	Strata Lot 76 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-294	Strata Lot 77 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-316	Strata Lot 78 District Lot 3547 Osoyoos Division Yale District Strata Plan K520

Easement X115076 over part of Lot 1 Plan 30301 except Plan 32216 shown on Plan 36863 with ancillary rights over the remainder

(E)

002-122-332	Strata Lot 79 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-405	Strata Lot 80 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-421	Strata Lot 81 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-529	Strata Lot 85 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
002-122-545	Strata Lot 86 District Lot 3547 Osoyoos Division Yale District Strata Plan K520

Legal Notations

Easement X115076 over part of Lot 1 Plan 30301 except Plan 32216 shown on Plan 36863 with ancillary rights over the remainder (**not registered against strata lots 85 and 86...K520**)

Non Permitted Encumbrances:

The following encumbrances of the parties registered as charges against the LORV Trust Agreement Lands in the Kamloops/Nelson Land Title Office be released and discharged by the Registrar, Kamloops/Nelson Land Title Office, upon registration of this Order in accordance with the terms of this Order.

(A) and (C)

Owner of Charge	Nature of Charge	Registration No.
Computershare Trust Company of Canada	Mortgage	LA175964
FRPL Finance Ltd.	Assignment of Rents	LA175965

Century Services Inc.	Mortgage	LB314333
Century Services Inc.	Assignment of Rents	LB314334

(B) and (E)

Owner of Charge	Nature of Charge	Registration No.
Computershare Trust Company of Canada	Mortgage	LB38491
Computershare Trust Company of Canada	Assignment of Rents	LB38492

(D)

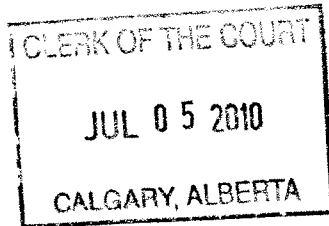
Owner of Charge	Nature of Charge	Registration No.
Computershare Trust Company of Canada	Mortgage	LB38491
Computershare Trust Company of Canada	Assignment of Rents	LB38492
Century Services Inc.	Mortgage	LB314333
Century Services Inc.	Assignment of Rents	LB314334

Action No. 0901-04199

IN THE COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF THE
COMPANIES' CREDITORS
ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

IN THE MATTER OF FAIRMONT
RESORT PROPERTIES LTD.,
LAKE OKANAGAN RESORT
VACATION (2001) LTD.,
LAKE OKANAGAN RESORT (2001)
LTD. and LL DEVELOPMENTS LTD.



ORDER

BORDEN LADNER GERVAIS LLP

Barristers and Solicitors
1000 Canterra Tower
400 – 3rd Avenue S.W.
Calgary, AB T2P 4H2

Attention: Patrick T. McCarthy/
John L. Ircandia
Telephone: (403) 232-9406
Facsimile: (403) 266-1395

File No. 438819-000001