

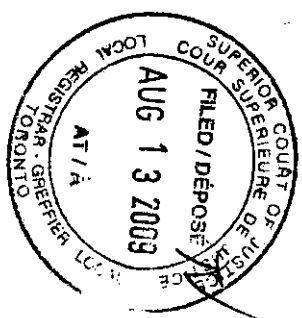
17 Aug 2009

Court File No. CV-09-8201-00CL

IN THE MATTER of Section 47(1) of the BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED, SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C. 43, AS AMENDED, AND SECTION 68 OF THE CONSTRUCTION LIEN ACT, R.S.O. 1990, C. C. 30, AS AMENDED
WESTLB AG, TORONTO BRANCH V. THE ROSSEAU RESORT DEVELOPMENTS INC.

Applicant

Respondent



ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

MOTION RECORD
(Returnable August 17, 2009)

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Aug 18/09

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order granted as amended by me.
The Marriott and the Ad Hoc Ctee. of
unitholders consent + fortress is
unopposed as is Mr. Davies. Although
served, RRMSI did not attend at court
either today or yesterday even though
notice was provided to it. A fuller
endorsement will be forthcoming. I
incorporate the attached 3 paragraphs
of an endorsement agreed to by those
attending +/or having an interest in the
subject paragraphs.

Stephane, J.

ENDORSEMENT

The granting of this Order is without prejudice to the rights and remedies of Unit Owners and Existing Unit Purchasers who do not execute a Unit Owner Settlement Agreement or Unit Purchaser Settlement Agreement, pursuant to their agreements of purchase and sale with RRDI and at law with respect to such agreements of purchase and sale.

The granting of this Order is without prejudice to the position of Traveler's that the Unit Owners' Charges and the Primary Marriott Charge and the Secondary Marriott Charge do not apply or should not apply to the subject matter of the deposit trust agreements between RRDI, Travelers and an escrow agent, or should be subordinated to the interests of Traveler's in the subject matter of those deposit trust agreements.

For reasons of confidentiality, a copy of the Current HMA has not been filed with the Court. However, the Receiver acknowledges that the receivership of RRDI is an event of default thereunder and has agreed to the lifting of the stay effective on written notice by the Receiver to Marriott, to permit Marriott Hotels to issue a 30 notice of termination.