

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In re:

CASE NO. 6:10-bk-16177-KSJ

**ISLAND ONE, INC., a Florida
corporation, et al.**

CHAPTER 11

**Jointly Administered with Case Nos.
6:10-bk-16179-KSJ, 6:10-bk-16180-KSJ,
6:10-bk-16182-KSJ, 6:10-bk-16183-KSJ,
6:10-bk-16189-KSJ**

Debtor.

**SECOND INTERIM ORDER GRANTING DEBTORS'
EMERGENCY MOTION FOR USE OF CASH COLLATERAL;
FINAL HEARING TO BE HELD ON NOVEMBER 17, 2010 @ 9:30 A.M.**

This Court has previously entered its “*Interim Order Granting Debtors’ Emergency Motion For Use Of Cash Collateral Continued Hearing To Be Held On October 8, 2010 @ 2:00 P.M.*” (the First Interim Order”) [D.R. 35]. These cases came on for a continued interim hearing on October 8, 2010 (the “Second Interim Hearing”), to further consider the motion (“Motion”)¹ [D.R. 6] by Island One Resorts, Inc., et al., debtors-in-possession (collectively, the “Debtors”), for authorization to use “cash collateral” (the “Cash Collateral”) of Textron Financial Corporation (“TFC”) and Liberty Bank, N.A. (“Liberty”, and collectively with TFC the “Secured Creditors”) on a further interim basis. For the reasons stated on the record of the Second Interim Hearing, it is

ORDERED:

1. Second Interim Relief Granted. The Motion is Granted on a further interim basis on the terms, and subject to the provisions of this “Second Interim Order”. The First Interim Order is hereby ratified and confirmed in all respects.

2. Cash Collateral Authorization. Subject to the provisions of this Second Interim Order, the Debtors are authorized to use Secured Creditors’ Cash Collateral to pay: (a) amounts expressly authorized by this Court, including payments to the United States Trustee for quarterly fees; (b) the current and necessary expenses set forth in the budget attached hereto and made a part hereof as Exhibit “A” (the “Second Interim Budget”); and (c) such additional amounts as may be expressly approved in writing by the Secured Creditors, or as otherwise permitted by the variance formulation contained in the Second Interim Budget. This authorization will continue until **5:00 p.m. (ET) on November 17, 2010** (the

¹ Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Motion.

“Second Interim Period”). Except as authorized in this Second Interim Order, the Debtors are prohibited from using Cash Collateral.

3. Debtors’ Obligations. The Debtors shall timely perform all obligations of a debtors-in-possession required by the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and the orders of this Court (including, but not limited to, the First Interim Order and this Second Interim Order).

4. Access to Records; Premises. Upon reasonable notice, and provided that it does not unreasonably interfere with the business of the Debtors, the Debtors shall grant to the Secured Creditors access to the Debtors’ business records and premises for review and inspection. The Debtors shall furnish to the Secured Creditors and BB&T (defined below) financial and other information as the Secured Creditors and/or BB&T shall reasonably request.

5. Replacement Lien. (a) Subject to the provisions of this Second Interim Order, each creditor, including, but not limited to, the Secured Creditors, with a security interest in Cash Collateral shall, to the extent of the diminution in value of Cash Collateral, have a perfected post-petition lien (“Replacement Liens”) against Cash Collateral to the same extent and with the same validity and priority as such creditor’s pre-petition lien, and in all of the Debtors’ pre-petition and post-petition assets of every kind, nature, and description, tangible and intangible, now existing or hereafter arising (collectively, the “Post-Petition Collateral”); provided that during this Second Interim Period only the Secured Creditors’ Replacement Liens shall not attach to any asset in which BB&T Special Assets Division (“BB&T”) has a prior, valid perfected security interest. The Replacement Liens shall continue in full force and effect until the Secured Creditors’ Claims (defined below) have been indefeasibly paid in full in cash, including all principal and, to the extent authorized by the Court pursuant to § 506(b) of the Bankruptcy Code. The grant of the Replacement Liens shall be supplemental to and in addition to, the security interest which the Secured Creditors possess(es) pursuant to the Secured Creditors’ respective pre-petition loan documents, without the need to file or execute any document as may otherwise be required under applicable non-bankruptcy law. The Replacement Liens may not be primed by any other lien or encumbrance, except by order of the Bankruptcy Court pursuant to, and within the meaning of, §§ 364(d)(1) and (d)(2) of the Bankruptcy Code, following notice to the Secured Creditors and an opportunity for a hearing thereon. All rights of the Secured Creditors to object to any priming are expressly reserved.

(b) The Replacement Liens granted to the Secured Creditors pursuant to this Second Interim Order shall be prior and senior to all liens and encumbrances of (i) all other secured creditors in and to such property granted, or arising, subsequent to the date of this Order; (ii) any intercompany claim of any Debtor or subsidiary of any Debtor; and (iii) any security interest or lien that is avoided or otherwise preserved for the benefit of any Debtor’s estate pursuant to § 551 of the Bankruptcy Code; provided, however, that the Replacement Liens granted to the Secured Creditors pursuant to this Second

Interim Order shall not attach to any claims for relief under Chapter 5 of the Bankruptcy Code or the proceeds thereof (other than claims arising under section 549 of the Bankruptcy Code).

(c) If, and to the extent that, the Replacement Liens and other forms of adequate protection provided herein are insufficient to provide adequate protection for the Secured Creditors, each of the Secured Creditors is hereby granted allowed superpriority claims against the Debtors' estates pursuant to § 507(b) of the Bankruptcy Code (the "Lenders' Superpriority Claims"), with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, and shall at all times be senior to the rights of the Debtors, and any successor trustee or any creditor in the Chapter 11 Cases or any subsequent proceedings under the Bankruptcy Code. No cost or expense of administration asserted against the Debtors' estates under §§ 105, 503(b) and 507(b) of the Bankruptcy Code shall be senior to, or *pari passu* with, the Lenders' Superpriority Claims.

6. Insurance. Debtors shall maintain insurance coverage for their properties in accordance with the obligations under the loan and security documents with the Secured Creditors.

7. Without Prejudice. This Order is without prejudice to: (a) any subsequent request by a party in interest (including, but not limited to the Secured Creditors) for modified adequate protection or restrictions on use of Cash Collateral; or (b) any other right or remedy which may be available to the Secured Creditors.

8. Creditors' Committee. (a) The provisions of this Order are without prejudice to the rights of the United States Trustee to appoint a committee ("Committee") or any rights of a duly appointed Committee, claiming by, through or under any one or more of the Debtors, to challenge the validity, priority or extent of the Secured Creditors' Claims and/or the Secured Creditors' interests in the Secured Creditors' Collateral (each as defined below), whether under §§ 544, 547, 548, 549, 550, or 553 of the Bankruptcy Code, or otherwise seeking to avoid or recover any transfers received by one or more of the Secured Creditors with respect to the Secured Creditors' Claims and/or the Secured Creditors' Collateral. As provided in the First Interim Order, any such objection or complaint (as is applicable) shall set forth the basis for the objection or complaint, and the reason why the applicable Secured Creditors' Claim should not be allowed in full. As further provided in the First Interim Order, if no such objection or complaint (as is applicable) is filed (a) by a Committee on or before sixty (60) days after the appointment thereof, or (b) by a successor trustee on or before forty-five (45) days following the date of entry of a Final Order (as applicable, the "Challenge Period"), any and all challenges by any party to the Secured Creditors' Claims or the Secured Creditors' security interests or liens against the Secured Creditors' Collateral shall be forever barred. The Challenge Period may only be extended with the written consent of the Secured Creditors, or by order of the Court.

(b) The Secured Creditors' Cash Collateral may not be used in connection with: (i) objecting, challenging, litigating, opposing, or seeking to subordinate or recharacterize in any way any claims or liens held by or on behalf of any of the Secured Creditors; (ii) asserting, commencing or prosecuting any claims or causes of action, including, without limitation, any actions under Chapter 5 of the Bankruptcy Code, against any of the Secured Creditors, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees; or (iii) prosecuting an objection to, or contesting or opposing in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, character or enforceability of any of the Secured Creditors' respective claims or liens, including, without limitation, the Replacement Liens.

9. Enforcement. The Court shall retain jurisdiction to enforce the terms of this Second Interim Order.

10. Other Non-Standard Terms or Conditions.

(a) Debtors' Acknowledgment of Indebtedness; Stipulations. (i) Subject to Paragraph 8 above, the Debtors hereby acknowledge and agree that the claims in favor of the Secured Creditors as set forth below are valid in the principal amounts set forth below:

Loan Facility	Loan Agreement Date	Principal Amount
TFC Receivables	March 14, 2001	\$67,543,660.11
Crescent Receivables Loan	December 28, 2004	\$6,515,497.37
TFC/Conduit Receivables Loan	September 27, 2002	\$3,632,580.25
TFC Inventory Loan	July 12, 2004 December 26, 2006	\$3,704,550.00
TFC/Crescent Inventory Loan	March 31, 2004	\$4,901,264.12
TFC/IORMC Loan	December 20, 2007	\$8,732,518.34
New Liberty/TFC Receivables Loan	October 30, 2009	\$7,943,945.89

plus interest accruing both prior to and from and after the Petition Date and all fees, costs, expenses, and costs of collection (including, without limitation, reasonable attorneys' fees), heretofore or hereafter incurred by the Secured Creditors in connection therewith, to the extent allowable by the Court pursuant to § 506(b) of the Bankruptcy Code, subject to the rights of the Debtors to contest under § 506(b) of the Bankruptcy Code the allowance or payment of those amounts to the Secured Creditors (the "506(b) Rights"). The claims provided for under the forgoing loan facilities are respectively defined as the "TFC Receivables Claim", "TFC/Crescent Receivables Claim", "TFC/Conduit Receivables Claim", "TFC Inventory Claim", "TFC/Crescent Inventory Claim", "TFC/IORMC Claim", and "New Liberty/TFC Receivables Claim", and are collectively defined as the "Secured Creditors' Claims".

(ii) The Secured Creditors' Claims are secured by valid, perfected, and unavoidable first priority security interests in all of the collateral provided for under the respective

applicable loan documents governing each such loan facility (collectively, the “Secured Creditors’ Collateral”), and subject to the provisions of this Order, shall constitute separate allowed secured claims pursuant to § 506(b) of the Bankruptcy Code for all purposes in connection with the Debtors’ Chapter 11 Cases.

(b) Waiver of Claim/Lien Challenges. Subject to Paragraph 8 above, the Debtors hereby acknowledge and agree that they have no offsets, defenses, claims, or counterclaims against the Secured Creditors, or the Secured Creditors’ officers, directors, employees, attorneys, representatives, parent, affiliates, predecessors, successors, or assigns, with respect to the pre-petition indebtedness due and owing to either or both of them, or otherwise, and that if any of the Debtors now has, or ever did have, any offsets, defenses, claims, or counterclaims against the Secured Creditors, or its/their officers, directors, employees, attorneys, representatives, parent, affiliates, predecessors, successors, or assigns, whether known or unknown, at law or in equity, from the beginning of the world through this date, all of them are hereby expressly WAIVED, and each of the Debtors hereby RELEASES the Secured Creditors and its/their respective officers, directors, employees, attorneys, representatives, parent, affiliates’ predecessors, successors, and assigns from any liability therefor, and any such claims are hereby barred.

(c) Additional Adequate Protection.

(i) Subject to the entry of a Final Order, no expenses of administration of the Debtors’ estates shall be charged pursuant to § 506(c) of the Bankruptcy Code, or otherwise, against the Secured Creditors’ Collateral or the Post-Petition Collateral. Nothing contained in this Second Interim Order shall be deemed to be the consent by the Secured Creditors, whether express or implied, to any claims against the Secured Creditors’ Collateral or the Post-Petition Collateral under § 506(c) of the Bankruptcy Code.

(ii) The Secured Creditors shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Secured Creditors’ Collateral (whether pre-petition or post-petition). Additionally, the Secured Creditors shall each be entitled to all of the rights and benefits of Section 552(b) of the Bankruptcy Code, and the “equities of the case” exception under Section 552(b) of the Bankruptcy Code shall not apply to the Secured Creditors with respect to proceeds, product, offspring or profits of any of the Collateral upon entry of a Final Order, to the extent such relief is granted.

(iii) The Debtors stipulate and agree to the accrual of post-petition interest on and after the Filing Date at the contractual default rate set forth in the applicable pre-petition loan documents, subject to the 506(b) Rights. Notwithstanding any provision of this Second Interim Order or the Secured Creditors’ applicable pre-petition loan documents to the contrary, the Secured Creditors reserve, and this Second Interim Order is without prejudice to, their respective rights to, among other

things, claim additional interest (including default interest), fees and expenses (including, without limitation, professional fees and expenses) in an amount greater than the amounts provided for in this Second Interim Order.

(iv) The Debtors are directed and authorized to pay the post-petition out-of-pocket costs and expenses incurred by the Secured Creditors within 10 days of submission of an invoice (including, without limitation, reasonable fees and expenses of counsel; any dispute as to the reasonableness of such fees shall be subject to the jurisdiction of this Court).

(v) The Debtors, without further order of or application to the Court, are directed and authorized to continue to engage and utilize the services in the normal course of their operations of Equiant Financial Services (“Equiant”) as the Debtors’ servicer of the various notes receivable portfolios and to continue to compensate Equiant in the normal course in the amounts and at the times as are set forth in the Second Interim Budget.

(c) Sale/Marketing of Company; Plan Confirmation; Appointment of Chief Sale Officer.

(i) As a condition to the Secured Creditors’ consent to the Debtor’s use of their Cash Collateral in the manner and for the periods provided herein, the Debtors shall effectuate the sale/confirmation timetable set forth below for the sale of the equity interests in the Debtors, and/or all or some of the Debtors’ assets:

Event	Deadline
File Plan and Disclosure Statement (including bid procedures)	October 5, 2010
Disclosure Statement Hearing;	November 5, 2010
Entry of Disclosure Statement Approval Order	November 5, 2010
Receive letters of interest from interested parties for the purchase and sale of the equity/assets of the Debtors	November 22, 2010
Receive executed purchase agreements from interested parties	December 3, 2010
Debtors conduct and complete the auction or auctions	December 10, 2010
Plan confirmation hearing	December 17, 2010

(ii) The Debtors shall continue the employment and role of Mackinac Partners (“Mackinac”), as the “Chief Sale Officer” (“CSO”) of the Debtors, to perform those additional duties and functions as set forth in the Motion, and the Debtors shall be authorized to compensate Mackinac at the times and as provided for in the Second Interim Budget.

(d) Default; Termination of Cash Collateral Use. Anything in this Second Interim Order to the contrary notwithstanding, the Debtors shall be prohibited from using the Secured Creditors’

Cash Collateral absent further order of this Court upon the Secured Creditors having first notified the Debtors, any Committee, and the U.S. Trustee in writing that an Event Of Default has occurred and is continuing; provided, however, that to the extent the alleged Event Of Default is a payment default or otherwise susceptible to cure, the Secured Creditors shall provide the Debtors and their counsel with written notice thereof and five (5) days' opportunity to cure such default. If the Secured Creditor believes that the Debtors have used their Cash Collateral in a manner not consistent with this Second Interim Order the Secured Creditors shall be permitted to seek relief, including, without limitation, termination of the Debtors' use of Cash Collateral, on an emergency or expedited basis. Upon Termination of the Debtors' right to use Cash Collateral pursuant to the terms of this Second Interim Order, nothing in this Second Interim Order shall be deemed to waive the right of the Debtors or any successor thereto, to bring a motion requesting that this Court authorize the use of Cash Collateral over the objection of the Secured Creditors or any parties' rights to contest any such motion.

(e) Limited Automatic Stay Relief. As and to the extent necessary or incident to the implementation of this Second Interim Order and/or the effectuation of certain normal course transactions contemplated under the Second Interim Budget (including, but not limited to, effectuating timeshare upgrades, payment and acceptance of release fees in exchange for lien releases, and similar transactions) the Debtors hereby consent to, and the Secured Creditors are hereby granted relief from the automatic stay of section 362(a) of the Bankruptcy Code.

(f) Old Florida National Bank. (i) Old Florida National Bank, as successor to Orlando National Bank ("OFNB"), claims to be the holder and beneficiary of a certain promissory note in the aggregate principal amount of \$800,000, together with a certain mortgage and assignment of leases and rents, each dated October 21, 2008 (collectively, the "OFNB Security Documents"), and encumbering certain property owned by Debtor Island One Resorts Management Corporation ("IORMC") located at 17777 Bali Boulevard, County of Orange, City of Orlando, State of Florida (the "Property"). Pursuant to the OFNB Security Documents, OFNB claims a secured interest in certain proceeds realized by IORMC generated from the Property, and further that such proceeds constitute the "cash collateral" of OFNB ("OFNB Cash Collateral"), on account of which OFNB claims an entitlement to adequate protection under section 363 of the Bankruptcy Code.

(ii) Subject to the provisions of this Second Interim Order, OFNB shall, to the extent of the diminution in value of OFNB Cash Collateral, have a perfected post-petition lien ("OFNB Replacement Lien") against OFNB Cash Collateral to the same extent and with the same validity and priority as OFNB's pre-petition lien.

(g) Miscellaneous.

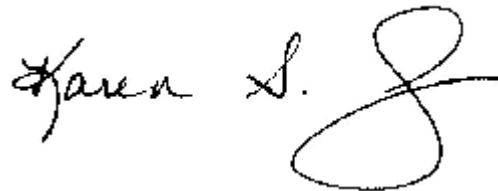
(i) Any stay, modification, reversal or vacation of this Second Interim Order shall not affect the validity of any obligation of the Debtors to the Secured Creditors incurred pursuant to this Second Interim Order.

(ii) The provisions of this Second Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (a) confirming any plan of reorganization in any of the Chapter 11 Cases, (b) converting any of the Chapter 11 Cases to a Chapter 7 case, or (c) dismissing any of the Chapter 11 Cases.

11. Final Hearing Notice.

The Final Hearing to consider entry of the Final Order and final approval of the Debtors' request for use of the Secured Creditors' Cash Collateral is scheduled for November 17, 2010 at 9:30 a.m. (ET), before the Honorable Karen S. Jennemann, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Middle District of Florida, Orlando Division.

DONE and ORDERED on October 13, 2010.

A handwritten signature in black ink, reading "Karen S. Jennemann". The signature is written in a cursive style with a large, stylized initial "J" at the end.

**HONORABLE KAREN S. JENNEMANN
UNITED STATES BANKRUPTCY JUDGE**

Copies provided to:

Debtor: Island One, Inc., et al., 8680 Commodity Circle, Orlando, FL 32819

Debtor's Counsel: Elizabeth A. Green, Esq., Baker & Hostetler LLP, 200 S. Orange Ave., SunTrust Center, Suite 2300, Orlando, FL 32801-3432;

Attorney for Textron Financial Corporation: Steven Fox, Esq., Epstein, Becker & Green, 250 Park Ave., New York, NY 10177;

Local Attorney for Textron Financial Corporation: Denise Dell-Powell, Esq., Burr & Forman LLP, CNL Center 1, 450 S. Orange Avenue, Suite 200, Orlando, FL 32801;

Attorney for Liberty Bank: R. Jeffrey Smith, Esq. and Jonathan Alter, Esq., Bingham McCutchen LLP, 1 State Street, Hartford, CT 06103;

Attorney for BB & T: Frank Terzo, Esq., GrayRobinson, P.A., 1221 Brickell Ave, Suite 1600, Miami 33131;

United States Trustee's Office, 135 W. Central Blvd., Suite 620, Orlando, FL 32801; and

All Creditors and Parties-In-Interest.

ISLAND ONE SUMMARY ALL ENTITIES EXCEPT ST CROIX

SHORT-TERM CASH FLOW - PLANNING

Date Prepared: 10/8/10

Petition Date: 9/10/10

	1 SEPTEMBER 2010			2 OCTOBER 2010			3 NOVEMBER 2010			
	Act	Act	Est	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	
Fiscal Week #	37	38	39	40	41	42	43	44	45	
	9/13 - 9/19	9/20 - 9/26	9/27 - 10/3	10/4 - 10/10	10/11 - 10/17	10/18 - 10/24	10/25 - 10/31	11/1 - 11/7	11/8 - 11/14	11/15 - 11/21
Beginning Cash Balance	102,716	513,016	655,211	602,477	972,155	582,822	546,051	441,752	251,359	638,131
Inflow:										
Add Adjustment to Beginning Balance	247,317	0	0	0	0	0	0	0	0	0
Portfolio Cash	250,000	474,799	380,362	397,953	577,993	649,761	563,491	175,500	813,652	394,376
House Paper	28,744	0	22,800	24,500	24,500	24,500	24,500	24,500	24,500	24,500
Escrow - Sales Deposits	53,609	60,789	45,581	54,752	54,941	50,821	46,966	47,306	44,546	52,290
Lando Bulk Inventory Sale	(275)	0	0	0	0	0	0	0	0	0
Miscellaneous	102,268	4,474	8,603	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Management Co Revenues	0	133,681	140,961	200,297	134,898	141,721	201,466	106,318	141,423	79,634
HOA Management Fees	0	0	0	206,393	0	0	242,028	0	0	0
Club Navigo Revenues	22,760	3,475	417	12,697	0	0	20,000	0	20,000	0
BB&T (funding from Release Fees)	0	0	0	0	0	0	0	0	0	0
St. Croix Shortfall to be funded by BB&T	0	0	0	0	0	0	0	0	0	0
Total Inflow	702,424	677,217	598,724	901,591	797,232	871,803	1,103,451	358,624	1,049,121	555,800
Outflow:										
Payroll - IOI (Developer)	158,095	163,103	165,851	172,000	169,300	164,000	172,000	172,000	168,400	164,000
Payroll - IO/R (Mgmt Co)	56,737	57,285	56,765	56,500	56,500	56,500	56,500	54,000	54,000	54,000
Payroll - SCC	0	0	0	0	0	0	0	0	0	0
Commissions	33,950	38,218	53,668	61,341	91,339	39,977	42,373	48,227	51,093	51,764
Employee Insurance	17,152	66,876	134,391	17,000	0	70,000	150,000	0	17,000	0
Portfolio Insurance (Equiant)	0	0	0	0	100,000	50,000	50,000	0	0	0
Credit Card Merchant Deposits	0	0	0	0	0	0	0	22,000	22,000	22,000
Customer Refunds during open rescission period	0	0	55,693	0	0	0	59,442	0	0	0
Office Rent	(27,965)	14,684	40,117	37,800	95,158	34,800	69,800	37,800	42,300	34,800
Subtotal - Sales & Marketing	12,025	19,937	8,969	29,000	58,800	132,400	110,650	32,700	7,500	31,500
Professional Services - Accounting Audits, Lender Audits, Professional & Administrative Services - BK Legal Fees	0	0	0	0	60,000	15,000	145,000	0	0	10,000
Prof & Admin Services - Legal/Inshore regulatory compliance	0	0	0	0	0	0	10,000	0	0	0
Professional & Administrative Services (includes IB)	0	0	0	0	30,000	0	0	0	0	0
Professional Fees - Madkmac (Post-Filing)	0	0	0	0	0	75,000	0	0	0	90,000
Professional Fees - Lenders Counsel	0	0	0	0	150,000	0	0	0	0	0
US Trustee Fees	0	0	0	0	0	0	13,000	0	0	0
Filing and Court / Administrative Fees	0	0	0	0	10,000	0	0	0	0	0
Closing & Foreclosure Costs	11,893	5,524	3,379	41,035	58,035	13,035	13,035	46,422	16,422	16,422
Upgrade Repurchases	8,673	51,109	16,460	32,554	61,654	32,554	32,554	33,212	53,212	33,212
HOA M&T (Net Obligation)	0	0	0	0	15,798	15,798	26,929	41,093	121,133	63,551
Release Fees	0	0	0	0	0	1,936	0	0	0	0
Other Funding Fees - Master Svc Fee (Conduit) due TFC	0	0	0	0	0	0	0	0	0	0
Construction / Capital Expenditures	21,563	118,287	116,165	72,701	148,882	182,574	87,466	61,563	108,789	139,138
Management Company	0	0	0	11,982	80,500	0	99,000	0	500	0
Club Navigo	0	0	0	0	0	0	0	0	0	0
Total Outflow	292,124	535,023	651,458	531,913	1,186,566	908,574	1,207,750	549,017	662,349	710,387
Net Change	410,300	142,194	(92,733)	369,678	(399,333)	(36,771)	(104,299)	(190,393)	386,772	(164,587)
Cash Balance	513,016	655,211	602,477	972,155	582,822	546,051	441,752	251,359	638,131	483,544

ISLAND ONE RESORTS
Sales and Release Fee Assumptions

Date Prepared: 10/7/10	1 2 3 4 5 6 7 8 9 10 11 12											
	SEPTEMBER			OCTOBER			NOVEMBER					
Week #	37	38	39	40	41	42	43	44	45	46	47	48
Good Sales Volume	245,640	181,595	197,593	295,272	295,466	294,011	254,866	258,284	220,431	298,992	342,333	203,745
Good Business Sales Volume	206,507	176,009	288,583	310,397	129,785	175,309	178,230	215,369	200,290	187,084	200,423	243,942
Sales Deposits	53,609	60,789	45,581	54,752	54,941	50,821	46,966	47,306	44,546	52,290	58,429	40,971
Release Fees (as a % of Good Business)	15.3%			15.798	15.798	15.798	28,929	41,093	121,133	32,951	30,644	28,824
Pre-BK Sales with Open Rescission Period *										200,000	200,000	200,000
Release Fees on Pre-BK Sales										30,600	30,600	30,600
Total Release Fees					15,798	15,798	28,929	41,093	121,133	63,551	61,244	58,224

Note: Release Fees assumed to be paid at time of deedling (estimated at 2 weeks after Good Business)

Estimated Breakdown of Release Fees by Lender	100%											
	60%	40%	100%	60%	40%	100%	60%	40%	100%	60%	40%	100%
BB&T	-	-	-	9,479	9,479	9,479	16,138	24,656	72,680	38,131	38,747	35,534
TFC	-	-	-	8,319	8,319	8,319	10,772	16,437	48,453	25,421	24,498	23,690
Total	-	-	-	15,798	15,798	15,798	26,929	41,093	121,133	63,551	61,244	59,224

* Approximately \$3M of undeedled Pre-BK Sales with Open Rescission Period through 10/31/10. Assumes 10% cancel and of the remaining 90%, 50% are deeded in 2010, and 50% are in 2011. Deedling begins early November.

Monthly Summary	Ttl: last 3 wks			Ttl: last 3 wks			Variance: Current version - Initial Budget at Filing (9/17/10) version		
	Sep '10	Oct '10	Nov '10	Sep - Dec '10	Sep - Dec '10	Sep - Dec '10	Sep - Dec '10	Sep - Dec '10	Sep - Dec '10
Good Sales Volume	624,828	1,139,915	1,321,794	1,309,265	4,294,593	536,537			
Good Business Sales Volume	651,099	791,720	1,047,107	828,697	3,318,623	518,446			
Sales Deposits	159,980	207,481	243,542	234,972	845,974	134,971			
Release Fees (as a % of Good Business)	-	59,525	254,446	127,043	440,014	46,624			
Pre-BK Sales with Open Rescission Period *	-	-	600,000	800,000	1,400,000	1,096,428			
Release Fees on Pre-BK Sales	-	-	91,800	122,400	214,200	(173,283)			
Total Release Fees	-	59,525	346,246	249,443	654,214	280,634			

Monthly Summary	Ttl: last 3 wks			Ttl: last 3 wks			Variance: Current version - Initial Budget at Filing (9/17/10) version		
	Sep '10	Oct '10	Nov '10	Sep - Dec '10	Sep - Dec '10	Sep - Dec '10	Sep - Dec '10	Sep - Dec '10	Sep - Dec '10
Good Sales Volume	624,828	1,139,915	1,321,794	1,309,265	4,294,593	536,537			
Good Business Sales Volume	651,099	791,720	1,047,107	828,697	3,318,623	518,446			
Sales Deposits	159,980	207,481	243,542	234,972	845,974	134,971			
Release Fees (as a % of Good Business)	-	59,525	254,446	127,043	440,014	46,624			
Pre-BK Sales with Open Rescission Period *	-	-	600,000	800,000	1,400,000	1,096,428			
Release Fees on Pre-BK Sales	-	-	91,800	122,400	214,200	(173,283)			
Total Release Fees	-	59,525	346,246	249,443	654,214	280,634			