

Action No. 0901-04199

Affidavit of Gary L. Bentham
Sworn the 15th day of June, 2010

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.

AFFIDAVIT OF GARY L. BENTHAM

I, Gary L. Bentham, of the City of Calgary, in the Province of Alberta, Chartered Accountant, MAKE OATH AND SAY AS FOLLOWS:

1. I am President of BTM Corporate Advisory Inc. ("BTM"), which had been retained by FRPL Finance Ltd. ("FRPL Finance") and FRPL Management Ltd. ("FRPL Management") as Loan Administration and Recovery Manager (the "Recovery Manager") with respect to certain loans (the "Loans") provided by FRPL Finance and FRPL Management to Fairmont Resort Properties Ltd. ("Fairmont").
2. BTM continued in the role of Recovery Manager until April 19, 2010, at which time the Loans of FRPL Finance were assigned to Northwynd Limited Partnership ("Northwynd LP"), by its General Partner Northwynd Resort Properties Ltd. ("Northwynd") pursuant to an Assignment Agreement entered into as part of a Plan of Arrangement made pursuant to the *Alberta Business Corporations Act*, R.S.A. 2000, c. B-9, and involving FRPL Finance, Northwynd LP, Northwynd Properties Real Estate Investment Trust ("Northwynd REIT") and the holders of mortgage bonds

of FRPL Finance, (the "Plan of Arrangement"). The Plan of Arrangement was approved by Order of this Honourable Court on April 15, 2010

3. I have continued to act in an advisory capacity to Northwynd throughout the negotiation of the transaction contemplated in the Foreclosure Agreement and as such, I have personal knowledge of the matters and facts hereinafter deposed to, except where stated to be based on information and belief. Unless otherwise indicated, matters stated to be based upon information and belief are based upon my discussions with Fairmont and FRPL Finance management and a review of books and records of Northwynd, Fairmont, LOR, LORV and FRPL Finance maintained in the ordinary course of their business.

4. I am duly authorized by Northwynd to swear this Affidavit.

Loans and Indebtedness Assigned to Northwynd

5. As a result of the Plan of Arrangement or related transactions, Northwynd LP acquired various loan agreements dated September 30, 2005 (the "Series B Loan") and July 17, 2006 (the "Series 1&2 Loan") between Fairmont and FRPL Finance pursuant to which FRPL Finance had loaned the aggregate amount of \$41,443,449.35 to Fairmont (the "FRPLF Loans"). Further details with respect to the FRPLF Loans may be found in my Affidavit sworn in these proceedings on March 30, 2009 (the "March Bentham Affidavit").

6. Continuing and unlimited guarantees were provided for the FRPLF Loans by Lake Okanagan Resort Vacation (2001) Ltd. ("LORV") and Lake Okanagan Resort (2001) Ltd. ("LOR") (the "Guarantees"), subsidiaries of Fairmont, which Guarantees were also acquired by Northwynd LP pursuant to the Plan of Arrangement. Pursuant to the Guarantees, Fairmont, LOR and LORV are jointly and severally liable for the entire outstanding indebtedness of Fairmont to Northwynd LP.

7. As security for the FRPLF Loans, Fairmont, LORV and LOR pledged to FRPL Finance Mortgages and Assignments of Rents over various parcels of land in the Kootenay District and the Osoyoos Division of Yale District in British Columbia. In addition, Fairmont, LORV and LOR pledged to FRPL Finance all of their present and after acquired personal property pursuant to General Security Agreements, duly registered at the personal property registries in both

Alberta and British Columbia (the Mortgages, Assignments of Rent and the General Security Agreements are collectively referred to as the "FRPLF Security"). The FRPLF Security is more particularly outlined in the March Bentham Affidavit. The FRPLF Security was assigned to Northwynd LP pursuant to an Assignment Agreement between FRPL Finance and Northwynd LP dated April 19, 2010.

8. As of June 15, 2010, the amounts owing to Northwynd LP by Fairmont and guaranteed by LOR and LORV are \$18,596,933 under the Series B Loan and \$35,242,697 under the Series 1&2 Loan for a total outstanding indebtedness of \$53,839,630. (the "Indebtedness"). A copy of an account statement evidencing the Indebtedness is attached hereto and marked as **Exhibit "A"**.

Agreement to Acquire Assets of Fairmont, LORV and LOR

9. On or about April 22, 2010, Northwynd LP, as holder of the FRPLF Loans and FRPLF Security, made an Offer to Fairmont, LOR and LORV, to acquire the assets subject to the FRPLF Security, as well as the operations of Fairmont, LOR and LORV on a going concern basis (the "Offer"). The Offer was attached as Exhibit "C" to my Affidavit sworn in these proceedings on April 22, 2010.

10. By Order dated April 27, 2010, this Honourable Court authorized and directed Fairmont, LORV and LOR to accept the Offer and further authorized and directed Fairmont, LORV and LOR to negotiate and enter into all appropriate documentation with Northwynd LP that would be required to complete the transaction contemplated by the Offer, subject to the ongoing review of and approval by the Monitor.

11. Fairmont, LORV and LOR accepted the Offer, and have been working diligently with Northwynd and the Monitor to conclude the terms and conditions of the transaction contemplated thereby.

Foreclosure Agreement

12. Accordingly, Northwynd LP has entered into a Foreclosure Agreement dated June 15, 2010, with Fairmont, LORV and LOR, which reflects the transaction contemplated in the Offer. A copy of the Foreclosure Agreement is attached hereto and marked as **Exhibit "B"**.

13. Certain of the information contained in the schedules to the Foreclosure Agreement are commercially sensitive. As a result, by virtue of an Order of this Honourable Court dated June 4, 2010, such commercially sensitive information was redacted from the schedules attached to the Foreclosure Agreement.

14. Pursuant to the Foreclosure Agreement, Fairmont, LORV and LOR are surrendering the Foreclosed Assets, as such term is defined in the Foreclosure Agreement, to Northwynd LP and Northwynd LP is accepting the surrender of the Foreclosed Assets from Fairmont, LORV and LOR in partial satisfaction and discharge of the FRPLF Loans and accrued interest. In particular, the Foreclosure Agreement provides that the following consideration be given by Northwynd LP for the Foreclosed Assets:

- (a) \$43,804,817.00 will be deemed to be satisfied and discharged from the outstanding Indebtedness;
- (b) Northwynd LP will make a cash payment required to satisfy Fairmont's obligations to Century Services Inc., with respect to the DIP Payment, and to the Monitor with respect to the KERP Payment, and the Administration Payment, as such terms are defined in the Foreclosure Agreement; and
- (c) Northwynd LP shall assume any existing liabilities for Supplier Payments, as defined in the Foreclosure Agreement.

15. The Foreclosed Assets consist of a diverse set of property interests, including but not limited to lands (held directly by or beneficially for Fairmont, LORV or LOR), fixtures, chattels, inventories, records, timeshare agreements, promissory notes, trust funds, contracts, cash, accounts receivable, leases, licenses, goodwill, and intellectual property rights. As previously stated, the Foreclosed Assets are defined in the Foreclosure Agreement and are more particularly described in various schedules to the Foreclosure Agreement.

16. The completion of the Foreclosure Agreement will enable Northwynd LP to carry on the business and operations of Fairmont, LOR and LORV on a going concern basis, with ongoing employment for a significant number of existing staff and the continuity of existing timeshare operations and administration without interruption, such that timeshare usage will be essentially

unchanged for the numerous timeshare owners who purchased timeshare interests from Fairmont, LOR and LORV.

17. The Monitor has previously analyzed the value of the assets of Fairmont, LOR and LORV and has concluded that in an orderly liquidation realizations would not exceed \$33,200,000 and in a forced liquidation scenario, realizations would not exceed \$19,200,000. The consideration provided for in the Foreclosure Agreement includes \$43,804,817 to be applied against the outstanding Indebtedness, together with additional sums required to satisfy the DIP Payment, the KERP Payment, the Administration Payment and certain Supplier Payments. As a result, I believe that the transaction set out in the Foreclosure Agreement is fair and reasonable in the circumstances.

18. Further, the Monitor has indicated in previous Monitor's Reports filed in these proceedings, and in particular the 10th Monitor's Report, that it fully supports the transaction set out in the Foreclosure Agreement. I am advised by Neil Narfason of the Monitor and do verily believe that the Monitor will continue to express its support for the transactions contemplated by the Foreclosure Agreement in its 11th Report to this Honourable Court.

Vesting of Foreclosed Assets

19. Northwynd is seeking a Vesting Order effectively vesting title to the Foreclosed Assets in Northwynd LP or one of its affiliates, being either Northmont Limited Partnership ("Northmont LP"), LOR Limited Partnership ("LOR LP") or Lorwynd Limited Partnership ("Lorwynd LP") (Northmont LP, LOR LP and Lorwynd LP are sometimes collectively referred to herein as the "Northwynd Affiliated LPs"). Specifically, Northwynd is requesting that, for business purposes, certain of the Foreclosed Assets be transferred and conveyed as follows:

- (a) The Fairmont Foreclosed Assets (Northmont) and the Fairmont Foreclosed Assets (Carthew), as such terms are defined in the Foreclosure Agreement, will be transferred to Northmont LP;
- (b) The LOR Foreclosed Assets (LOR Resort) and the LOR Fixed Assets (Carthew/LOR Resort), as such terms are defined in the Foreclosure Agreement, will be transferred to LOR LP;

- (c) The LORV Foreclosed Assets (Lorwynd), the LORV Fixed Assets (Carthew) and the LOR Fixed Assets (Carthew/Lorwynd), as such terms are defined in the Foreclosure Agreement, will be transferred to Lorwynd LP.

20. The Foreclosure Agreement provides that Foreclosed Assets vest in Northwynd LP or in one of the Northwynd Affiliated LPs, free and clear of, among other things, all security interests, mortgages, pledges, agreements, claims, liens, and encumbrances with the exception of Permitted Encumbrances. The encumbrances that are to be expunged off of the appropriate certificate of title consist of claims that are subordinate to the Northwynd LP's interest in the FRPLF Security. A list of the Foreclosed Assets consisting of real property, along with the encumbrances that are to be expunged off title, is attached as Schedules A through H to the Vesting Order.

21. The Foreclosure Agreement also provides for the extinguishing of any options, rights or entitlements claimed by any parties to the LORV Timeshare Agreements, as such term is defined in the Foreclosure Agreement. In the Affidavit of Murray Moore sworn on March 15, 2010, Mr. Moore advised that LORV had been contacted by certain timeshare owners who stated that promises, representations or inducements had been made by the LORV sales personnel that such timeshare purchasers could have an option, entitlement or ability to upgrade from their units in a particular LORV property to a unit owned by LOR in the Pointe Beach Villas. Mr. Moore further advised in his affidavit that the upgrade or options rights were contrary to the provisions of the underlying timeshare agreements, including the Vacation Experience Lease and the Buyer's Certification and therefore, were of no force and effect. In any event, pursuant to correspondence dated March 10, 2010, LORV notified its timeshare owners that any such option rights and any claims to right, entitlement or option to transfer a timeshare owner's interest from the LORV properties to the Pointe Beach Villas were expressly repudiated. The claims to option or upgrade rights could represent a potential \$7,000,000 liability, which is a financial burden that Northwynd LP and the Northwynd Affiliated LP's are not prepared to assume in this transaction. I believe that any such claim would be subordinate to the FRPL Security and, under the circumstances, a Court Order formally expunging these option or upgrade rights is necessary to give effect to Fairmont's repudiation.

Bondholders Unaffected

22. The Bondholders of FRPL Finance, now the unit holders of Northwynd REIT (the "Northwynd Stakeholders"), who approved the surrender, transfer and conveyance of the Fairmont, LORV and LOR assets by voting in favour of the Plan of Arrangement, and in whose interest the transaction was originally contemplated, will not be affected by the new arrangement involving the transfer and conveyance of certain of the Foreclosed Assets to the Northwynd Affiliated LPs or Carthew, as the case may be for the following reasons:

- (a) Northwynd REIT is the sole limited partner of Northwynd LP and the Northwynd Affiliated LP's and is the sole shareholder of Northwynd, the General Partner. Further, Northwynd is the 100% shareholder of the general partners of each of the Northwynd Affiliated LP's, and as such, the Northwynd Stakeholders maintain their interest in the Foreclosed Assets and the business operations of Fairmont, LORV and LOR. A chart showing the Northwynd REIT organizational structure is attached hereto and marked as **Exhibit "C"**.
- (b) By various Amended and Restated Trust Agreements, Carthew will hold title to certain of the Foreclosed Assets for Northwynd or one of the Northwynd Affiliated LPs, who are the beneficial owners thereof.

Deficiency Amounts owed to Northwynd LP

23. As a result of the consideration given by Northwynd LP for the Foreclosed Assets, which includes the partial satisfaction and discharge of the amount of \$43,804,817.00 from the total Indebtedness of \$53,839,630, as of June 15, 2010 there remains \$10,034,813 due and owing by Fairmont, LORV and LOR to Northwynd LP exclusive of accruing interest and recoverable costs.

Relief Sought

24. I make this Affidavit in support of an Order:

- (a) declaring that as of June 15, 2010, the sum of \$53,839,630 is due and owing by Fairmont, LORV and LOR to Northwynd LP;

- (b) approving the Foreclosure Agreement and all transactions incidental thereto as provided thereunder;
- (c) approving the vesting of title to the Foreclosed Assets and directing that the claims of all other creditors against the Foreclosed Assets, apart from the claims of Northwynd LP and the Permitted Encumbrances, be fully and finally extinguished;
- (d) directing that upon closing of the transaction contemplated by the Foreclosure Agreement, all of the Foreclosed Assets, including legal and/or beneficial ownership of and title to real property, shall vest absolutely in either of Northwynd LP, one of the Northwynd Affiliated LPs or Carthew, as the case may be, free and clear of and from any and all liens, charges and other interests and encumbrances, with the exception of the Permitted Encumbrances outlined in the Foreclosure Agreement;
- (e) directing the Registrar of the Kamloops/Nelson Land Titles Office to cancel the existing title to the properties and to issue new title in the name of Northmont Resort Properties Ltd., Carthew Registries Ltd. or LOR Resort Properties Ltd., as the case may be, and to discharge all instruments on title except for the Permitted Encumbrances outlined in the Foreclosure Agreement;
- (f) granting judgment in favour of Northwynd in the sum of \$10,034,813; and
- (g) such further and other relief as counsel may advise and this Honourable Court may permit.

SWORN BEFORE ME at the City of)
 Calgary, in the Province of Alberta, this)
 15th day of June, 2010)

A Commissioner for Oaths in and for the)
 Province of Alberta)

ROBYN GUROFSKY
 BARRISTER & SOLICITOR



GARY L. BENTHAM

EXHIBIT A

STATEMENT OF INDEBTEDNESS OF FAIRMONT RESORT PROPERTIES LTD. TO NORTHWYND LIMITED PARTNERSHIP

	Interest Rate per Loan Agreement	Principal Balance	Accrued Interest to 31-Dec-08	Accrued Interest to 15-Jun-10	Accrued Interest to 15-Jun-10	Total Due
		Note 1	Note 2	18% Note 3	Note 4	
SERIES B LOAN	13%	\$14,429,621	\$1,139,850	\$298,484	\$2,728,977	\$18,596,933
SERIES 1 LOAN	11%	914,000	25,135	6,582	146,265	1,091,982
SERIES 2 LOAN	13%	26,099,828	2,541,309	665,475	4,844,103	34,150,715
TOTAL SERIES 1 & 2 LOANS		27,013,828	2,566,444	672,057	4,990,368	35,242,697
TOTAL LOANS AND ACCRUED INTEREST DUE TO NORTHWYND		\$41,443,449	\$3,706,293	\$970,541	\$7,719,346	\$53,839,630

Notes:

1. Principal balance comprises the original advances under each loan to Fairmont. There were no principal repayments made.
2. Accrued and unpaid interest on the loans to December 31, 2008, the date the loans went in to default.
3. From January 1, 2009, pursuant to the Forbearance Agreement between Fairmont and FRPL Finance dated February 18, 2009, interest accrued on unpaid interest at December 31, 2008 at a rate of 18%.
4. From January 1, 2009, interest on the unpaid principal balance accrued at the rate specified under the respective loan agreement.

This is Exhibit " A " referred to in the Affidavit of Gang L. Benham Sworn before me this 15 day of June A.D. 20 10

[Signature]
A Commissioner for Oaths in and for the Province of Alberta

ROBYN GUROFSKY
BARRISTER & SOLICITOR

June 15, 2010

FAIRMONT RESORT PROPERTIES LTD

- and -

LAKE OKANAGAN RESORT VACATION (2001) LTD.

- and -

LAKE OKANAGAN RESORT (2001) LTD.

- and -

NORTHWYND LIMITED PARTNERSHIP

FORECLOSURE AGREEMENT

This is Exhibit B
referred to in the Affidavit of
Ray L. Bestman
Sworn before me this 15
day of June A.D. 2010
[Signature]
A Commissioner for
Oaths in and for the
Province of Alberta

ROBYN GUROFSKY
BARRISTER & SOLICITOR

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EXHIBITS

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Exhibit D – Surrender (Fairmont)
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FORECLOSURE AGREEMENT

THIS AGREEMENT made as of the 15th day of June, 2010.

AMONG:

FAIRMONT RESORT PROPERTIES LTD., a corporation
incorporated under the laws of the Province of Alberta

("Fairmont")

– and –

LAKE OKANAGAN RESORT VACATION (2001) LTD., a
corporation incorporated under the laws of the Province of Alberta

("LORV")

– and –

LAKE OKANAGAN RESORT (2001) LTD., a corporation
incorporated under the laws of the Province of Alberta

("LOR")

(Fairmont together with LORV and LOR, the "**Debtors**" and,
individually, a "**Debtor**")

– and –

NORTHWYND LIMITED PARTNERSHIP, a limited partnership
formed under the laws of the Province of Alberta

(the "**Creditor**")

RECITALS:

- A. FRPL Finance Ltd. ("**FRPL Finance**") advanced to Fairmont (i) a loan in the principal amount of \$14,429,621.45 (the "**Series B Loan**") pursuant to the Series B Mortgage Bond Loan Agreement (the "**Series B Loan Agreement**") and (ii) a loan in the principal amount of \$27,013,827.90 (the "**Series 1&2 Loan**") pursuant to the Series 1&2 Mortgage Bond Loan Agreement (the "**Series 1&2 Loan Agreement**"). The Series B Loan and the Series 1&2 Loans are hereinafter referred to together as the "**FRPLF Loans**", and the Series B Loan Agreement and the Series 1&2 Loan Agreement are hereinafter referred to, collectively, as the "**FRPLF Loan Agreements**".
- B. LOR and LORV provided to FRPL Finance continuing and unlimited guarantees of (i) the Series B Loan and the obligations of Fairmont under the Series B Loan Agreement (the "**Series B Guarantees**") and (ii) the Series 1&2 Loan and the obligations of Fairmont under the Series 1&2 Loan Agreement (the "**Series 1&2 Guarantees**"). The Series B Guarantees and the Series 1&2 Guarantees are hereinafter referred to, collectively, as the "**LOR/LORV Guarantees**".
- C. As security for the Fairmont Loans, the obligations of Fairmont under the Fairmont Loan Agreements and the obligations of LOR and LORV under the LOR/LORV Guarantees, the

Debtors granted to FRPL Finance security over all of their respective undertaking, property and assets pursuant to certain Mortgages and Assignments of Rents over various parcels of land in British Columbia and a General Security Agreement over all of the present and after acquired personal property, and a floating charge over all real property, of LOR and LORV (collectively, the "**Fairmont Group Security**"), as well as the Joint Security referenced in Recital E below.

- D. FRPL Management Ltd. ("**FRPL Management**") advanced to Fairmont a loan in the principal amount of \$13,041,600.00 (the "**REIT C Loan**") pursuant to the REIT C Loan Agreement.
- E. Fairmont granted a General Security Agreement jointly in favour of FRPL Finance and FRPL Management over all present and after acquired personal property, and a floating charge over all real property of Fairmont, securing all indebtedness of Fairmont to FRPL Finance and FRPL Management, as well as a Hypothecation of Shares pledging the shares of certain of Fairmont's subsidiary corporations (collectively, the "**Joint Security**").
- F. Events of default under the FRPLF Loan Agreements have occurred by virtue of the Debtors' failure to pay to the Creditor, *inter alia*, the unpaid amounts of principal and interest of the FRPL Loans owing under the FRPL Loan Agreements and the LOR/LORV Guarantees, the Fairmont Group Security and Joint Security has become enforceable by the Creditor and each of the Debtors is insolvent.
- G. FRPL Finance has, as of April 19, 2010, assigned all of the FRPLF Loans, the FRPLF Loan Agreements, the LOR/LORV Guarantees, the Fairmont Group Security and its interest in the Joint Security to the Creditor.
- H. In consequence of such failures, which are admitted by the Debtors, thereof and pursuant to an offer made by the Creditor for substantially all of the assets of Fairmont, LORV and LOR in consideration of the satisfaction of part of the outstanding indebtedness of Fairmont to the Creditor in respect of the Series B Loan and the Series 1&2 Loan, by Order dated April 27, 2010 the Court directed the Creditor and the Debtors to negotiate and enter into this Agreement;
- I. Under this Agreement the Debtors are surrendering the Foreclosed Assets to the Creditor and the Creditor is accepting the surrender of the Foreclosed Assets from the Debtors in satisfaction and discharge of part of the Series B Loan and the Series 1&2 Loan and accrued interest, as more particularly set out herein, subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) "**Accounts Receivable**" means, collectively, the Fairmont Accounts Receivable, the LORV Accounts Receivable and the LOR Accounts Receivable;
- (b) "**Administrative Payment**" has the meaning given to it in section 2.3(b)(iii);

- (c) **"Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder"** and similar expressions mean this Agreement, including all of its schedules and all instruments supplementing, amending or confirming this Agreement and all references to "Articles" or "sections" refer to the specified Article or section of this Agreement;
- (d) **"Asset Transfer Agreements"** means the LOR Asset Transfer Agreement, Lorwynd Asset Transfer Agreement and the Northmont Asset Transfer Agreement;
- (e) **"Authority"** means any instrumentality, subdivision, court, administrative agency, commission, official or other authority of Canada or any other country or any state, province, prefect, municipality, locality or other government or political subdivision thereof, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority;
- (f) **"Building 7000 Subsidy Agreement"** means the agreement to be entered into on the Vesting Date between the Creditor or its nominee and Resort Villa Management Ltd., as manager under the Management Agreement dated July 3, 2009 between Fairmont and Resort Villa Management Ltd., regarding funding in relation to the repair to one of the buildings on the Fairmont Lands (Northmont) commonly referred to as "Building 7000";
- (g) **"Building 7000 Trust Fund"**, means the account held by the Corporation pursuant to a certain Escrow Agreement dated August 6, 2009 between Fairmont and the Corporation.
- (h) **"Businesses"** means, collectively, the Fairmont Business, the LORV Business and the LOR Business;
- (i) **"Business Day"** means any day which is not a Saturday, a Sunday or a day observed as a holiday under the laws applicable in the Province of Alberta;
- (j) **"Carthew"** means Carthew Registry Services Ltd., a corporation incorporated under the laws of Alberta;
- (k) **"CCAA Order"** means the initial Order, dated March 30, 2009 of the Court issued under the *Companies' Creditors Arrangement Act* (Canada) in relation to, *inter alia*, Fairmont, LORV and LOR, as extended from time to time;
- (l) **"CCAA Proceedings"** means the proceedings commenced against the Debtors and LL Developments Ltd. under the *Companies Creditors Arrangement Act* (Canada) as more particularly set out in the CCAA Order and commenced under Alberta Court of Queen's Bench Action number 0901-04199;
- (m) **"Chattels"** means, collectively, the Fairmont Chattels, the LORV Chattels and LOR Chattels;
- (n) **"Consideration"** has the meaning given to it in section 2.3;

- (o) **"Contracts"** means the agreements, contacts, instruments, outstanding purchase orders (whether or not accepted), and other commitments, whether oral or written, express or implied, to which Fairmont, LORV and LOR, or any of them, is a party or by which it is bound;
- (p) **"Corporation"** means Philip K. Matkin Professional Corporation, a corporation incorporated under the laws of the Province of Alberta;
- (q) **"Court"** means the Court of Queen's Bench of Alberta;
- (r) **"DIP Credit Facility"** means the credit facility established under the Loan Agreement dated as of May 27, 2009 among Fairmont, LORV, LOR and LL Developments Ltd. and Century Services Ltd.
- (s) **"DIP Payment"** has the meaning given to in section 2.3(b)(i);
- (t) **"Encumbrance"** means any mortgage, lien (including any construction lien or certificate of action filed with respect thereto), pledge, charge, security interest, restriction, claim, option to purchase, set-off, contractual obligation or liability, action, writ or other encumbrance of any nature whatever, other than Permitted Encumbrances;
- (u) **"ETA"** means the Excise Tax Act (Canada);
- (v) **"Excluded Assets"** means, collectively, the Fairmont Excluded Assets, the LORV Excluded Assets and the LOR Excluded Assets;
- (w) **"Excluded Contracts"** means, collectively, the Fairmont Excluded Contracts, LORV Excluded Contracts and the LORV Excluded Contracts;
- (x) **"Fairmont Accounts Receivable"** means, collectively, the Fairmont Accounts Receivable (Northmont) and the Fairmont Accounts Receivable (Northwynd);
- (y) **"Fairmont Accounts Receivable (Northmont)"** means all accounts receivable, trade accounts, notes receivable, book debts and other debts due or accruing due to Fairmont that relate to the Fairmont Business (Northmont) and the benefit of all security for such accounts, notes and debts;
- (z) **"Fairmont Accounts Receivable (Northwynd)"** means all accounts receivable, trade accounts, notes receivable, book debts and other debts due or accruing due to Fairmont and the benefit of all security for such accounts, notes and debts, but does not include any Fairmont Accounts Receivable (Northmont);
- (aa) **"Fairmont Business"** means the business carried on by Fairmont including head office activities, provision of management and administrative services and support for subsidiary corporations, the rental of houseboats and the development and operation of the Fairmont Resort and related facilities on the Fairmont Lands (Northmont), the Fairmont Lands (Carthew) and the lands subject to the Fairmont Trust Agreement and the sale of Fairmont Timeshare Agreements in relation to residential units in the Fairmont Resort;

- (bb) **"Fairmont Business (Northmont)"** means the development and operation of the Fairmont Resort and related facilities on the Fairmont Lands (Northmont), the Fairmont Lands (Carthew) and the lands subject to the Fairmont Trust Agreement and the sale of Fairmont Timeshare Agreements in relation to residential units in the Fairmont Resort;
- (cc) **"Fairmont Cash"** means, collectively, the Fairmont Cash (Northmont) and the Fairmont Cash (Northwynd);
- (dd) **"Fairmont Cash (Northmont)"** means all funds of Fairmont on deposit with financial institutions in the accounts listed in Schedule 1.1(dd);
- (ee) **"Fairmont Cash(Northwynd)"** means all funds of Fairmont on deposit with financial institutions including in the accounts listed in Schedule 1.1(ee) but does not include any Fairmont Cash (Northmont);
- (ff) **"Fairmont Chattels"** means, collectively, the Fairmont Chattels (Northmont) and the Fairmont Chattels (Northwynd).
- (gg) **"Fairmont Chattels (Northmont)"** means all room furnishings in timeshare units, machinery, golf carts, swimming pool furnishings and equipment, furniture, appliances, lawn and garden equipment, carpets, drapes, linens, tableware, cutlery, utensils, dishes and maintenance equipment and other chattels at the Fairmont Resort located at 5129 Riverview Gate Road, Fairmont Hot Springs, British Columbia including those chattels listed in Schedule 1.1(gg);
- (hh) **"Fairmont Chattels (Northwynd)"** means all computers, office furniture and equipment used in business offices, room furnishings in timeshare units, machinery, golf carts, swimming pool furnishings and equipment; furniture, appliances, lawn and garden equipment, carpets, drapes, linens, tableware, cutlery, utensils, dishes and maintenance equipment and other chattels used in connection with the Fairmont Business wherever located, including the computers, office furniture, equipment listed in Schedule 1.1(hh) and all other computers, office furniture, equipment and chattels at Fairmont's head office located at 5799 Third Street S.E., Calgary, Alberta, but does not include any Fairmont Chattels (Northmont);
- (ii) **"Fairmont Excluded Assets"** means the assets described on Schedule (ii);
- (jj) **"Fairmont Excluded Contracts"** means all Contracts to which Fairmont is or may be a party or to which Fairmont or any of the Fairmont Foreclosed Assets is or may be or become subject or by which Fairmont or any of the Fairmont Foreclosed Assets is or may be or become bound, other than the Fairmont Foreclosed Contracts and any other Contract expressly included in the Fairmont Foreclosed Assets;
- (kk) **"Fairmont Fixed Assets"** means, collectively, the Fairmont Fixed Assets (Northmont) and the Fairmont Fixed Assets (Northwynd);
- (ll) **"Fairmont Fixed Assets (Northmont)"** means:
 - (i) all Fairmont Lands (Northmont)
 - (ii) all Fairmont Fixtures (Northmont);

- (iii) all Fairmont Leased Equipment (Northmont); and
- (iv) all Fairmont Chattels (Northmont);
- (mm) **"Fairmont Fixed Assets (Northwynd)"** means:
 - (i) all Fairmont Leased Equipment (Northwynd); and
 - (ii) all Fairmont Chattels (Northwynd);
- (nn) **"Fairmont Fixtures"** means the Fairmont Fixtures (Northmont);
- (oo) **"Fairmont Fixtures (Northmont)"** means all buildings, erections, fixtures, appurtenances, structures, improvements, furnishings and fixed plant, fixed machinery and fixed equipment presently situate on or under or forming a part of any of the Fairmont Lands (Northmont);
- (pp) **"Fairmont Foreclosed Assets"** means, collectively, the Fairmont Foreclosed Assets (Carthew), the Fairmont Foreclosed Assets (Northmont) and the Fairmont Foreclosed Assets (Northwynd),
- (qq) **"Fairmont Foreclosed Assets (Carthew)"** means:
 - (i) the Fairmont Lands (Carthew);
 - (ii) the Fairmont Fixtures (Carthew);

but does not include any Fairmont Excluded Assets or Fairmont Retained Liabilities;

- (rr) **"Fairmont Foreclosed Assets (Northmont)"** means:
 - (i) the Fairmont Lands (Northmont);
 - (ii) the Fairmont Fixed Assets (Northmont) excluding the Fairmont Lands (Northmont);
 - (iii) the beneficial interest of Fairmont in the Fairmont Trust Agreement Lands;
 - (iv) the Fairmont Inventories (Northmont) and the Fairmont Records (Northmont);
 - (v) the Fairmont Timeshare Agreements, the Fairmont Promissory Notes, the Fairmont Rescission Period Trust Fund, the Building 7000 Trust Fund, the Fairmont Foreclosed Contracts (Northmont), the Fairmont Cash (Northmont), the Fairmont Accounts Receivable (Northmont), the Fairmont Intangibles (Northmont); and
 - (vi) all other property, assets, and rights, real and personal, tangible or intangible, wherever situated, and acquired for use or used by Fairmont in relation to the Fairmont Business (Northmont), excluding any Fairmont Foreclosed Assets (Carthew) or Fairmont Foreclosed Assets (Northwynd);

but does not include any Fairmont Excluded Assets or Fairmont Retained Liabilities;

(ss) **"Fairmont Foreclosed Assets (Northwynd)"** means:

- (i) the Fairmont Fixed Assets (Northwynd);
- (ii) the Fairmont Subsidiary Shares and the Fairmont Subsidiary Loans;
- (iii) the Fairmont Houseboats (Northwynd), the Fairmont Inventory (Northwynd) and the Fairmont Records (Northwynd);
- (iv) the Fairmont Foreclosed Contracts (Northwynd), the Fairmont Cash (Northwynd), the Fairmont Accounts Receivable (Northwynd), the Fairmont Intangibles (Northwynd) and Fairmont Prepaid Expenses (Northwynd);
- (v) all other property, assets, and rights, real and personal, tangible or intangible, wherever situated, and acquired for use or used by Fairmont in connection with the Fairmont Business but does not include any Fairmont Foreclosed Assets (Carthew) or Fairmont Foreclosed Assets (Northmont);

but does not include any Fairmont Excluded Assets or Fairmont Retained Liabilities;

(tt) **"Fairmont Foreclosed Contracts"** means, collectively, the Fairmont Foreclosed Contracts (Northmont) and the Fairmont Foreclosed Contracts (Northwynd);

(uu) **"Fairmont Foreclosed Contracts (Northmont)"** means the contracts to which Fairmont is a party that are described in Schedule 1.1(uu);

(vv) **"Fairmont Foreclosed Contracts (Northwynd)"** means the contracts to which Fairmont is a party that are described in Schedule 1.1(vv)

(ww) **"Fairmont Group Security"** has the meaning given to it in Recital C;

(xx) **"Fairmont Houseboats (Northwynd)"** means the houseboats listed in Schedule 1.1(xx).

(yy) **"Fairmont Intangibles (Northmont)"** means:

- (i) all Fairmont Intellectual Property Rights (Northmont);
- (ii) all goodwill of Fairmont in connection with any of the Fairmont Foreclosed Assets (Northmont) or the Fairmont Business (Northmont) and paid up advertising in connection with any of the Fairmont Foreclosed Assets (Northmont) or the Fairmont Business (Northmont) available to Fairmont including the exclusive right to use, and all goodwill associated with, the names "Fairmont Resort Properties", "Fairmont Resort" and "Fairmont Vacation Villas";
- (iii) the full benefit of all commitments, covenants, representations and warranties, indemnities, guarantees, performance bonds and other rights held by Fairmont in connection with the Fairmont Foreclosed Assets (Northmont) or the Fairmont Business (Northmont);
- (iv) the right, title and interest of Fairmont in respect of every licence, authorization, permit, approval, privilege or other concession granted by any Authority or by any other Person in respect of or in connection with any aspect of the Fairmont Foreclosed Assets (Northmont) or the Fairmont Business (Northmont), including

the Fairmont Permits (Northmont) but excluding any Fairmont Permits (Northwynd);

- (v) all leases of real or personal property under which Fairmont is the lessee in connection with the Fairmont Business (Northmont) including the Fairmont Leases (Northmont) but excluding any Fairmont Leases (Northwynd), and all benefits, rights and privileges associated therewith, but does not include any Fairmont Excluded Contracts;
- (vi) any rights in connection with any claim or interest against AC Ltd.; and
- (vii) e-mail addresses, telephone numbers currently used by Fairmont for the Fairmont Business (Northmont) and available to Fairmont;
- (zz) **"Fairmont Intangibles (Northwynd)"** means:
 - (i) all Fairmont Intellectual Property Rights (Northwynd);
 - (ii) all goodwill of Fairmont in connection with any of the Fairmont Foreclosed Assets or the Fairmont Business and paid up advertising in connection with any of the Fairmont Assets or the Fairmont Business available to Fairmont;
 - (iii) the full benefit of all commitments, covenants, representations and warranties, indemnities, guarantees, performance bonds and other rights held by Fairmont in connection with the Fairmont Foreclosed Assets or the Fairmont Business;
 - (iv) the right, title and interest of Fairmont in respect of every licence, authorization, permit, approval, privilege or other concession granted by any Authority or by any other Person in respect of or in connection with any aspect of the Fairmont Foreclosed Assets or the Fairmont Business, including the Fairmont Permits (Northwynd);
 - (v) all leases of real or personal property under which Fairmont is the lessee in connection with the Fairmont Business including the Fairmont Leases (Northwynd) and all benefits, rights and privileges associated therewith, but does not include any Fairmont Excluded Contracts; and
 - (vi) e-mail addresses, telephone numbers currently used by Fairmont and available to Fairmont;

but does not include any Fairmont Intangibles (Northmont);

- (aaa) **"Fairmont Intellectual Property Rights"** means, collectively, the Fairmont Intellectual Property Rights (Northmont) and the Fairmont Intellectual Property Rights (Northwynd);
- (bbb) **"Fairmont Intellectual Property Rights (Northmont)"** means the owners lists and toured before lists listed in Schedule 1.1(bbb);
- (ccc) **"Fairmont Intellectual Property Rights (Northwynd)"** means all property and property rights in the nature of intellectual or industrial property including patents, trademarks, brand or trade names, copyrights, designs, software including computer programs related to timeshares, know-how, trade secrets, domain names, telephone lists, club lists and picture repositories, confidential information, processes, formulae, engineering specifications, rights of user or similar rights, whether registered or unregistered, in connection with any of the Fairmont Foreclosed Assets or the Fairmont Business, including those listed in

Schedule 1.1(ccc) but does not include any Fairmont (Northmont) Intellectual Property Rights.

- (ddd) **"Fairmont Inventory"** means, collectively, the Fairmont Inventory (Northmont) and the Fairmont Inventory (Northwynd);
- (eee) **"Fairmont Inventory (Northmont)"** means all inventory relating to the Fairmont Business (Northmont) at the Fairmont Resort located at 5129 Riverview Gate Road, Fairmont Hot Springs, British Columbia including all inventory of clothing, linens, cutlery, china and other items which must be replenished or replaced on an ongoing basis and all circulating inventory/stock in the retail store, including the inventory in described Schedule 1.1(eee);
- (fff) **"Fairmont Inventory (Northwynd)"** means all inventory relating to the Fairmont Business wherever located, which must be replenished or replaced on an ongoing basis, and all circulating inventory/stock including the inventory in described Schedule 1.1(fff), but does not include any Fairmont Inventory (Northmont);
- (ggg) **"Fairmont Lands"** means, collectively, the Fairmont Lands (Northmont) and the Fairmont Lands (Carthew);
- (hhh) **"Fairmont Lands (Carthew)"** means the lands (including easements, rights of way and other notations) owned by Fairmont that are described in Schedule 1.1(hhh);
- (iii) **"Fairmont Lands (Northmont)"** means the lands (including easements, rights of way and other notations) owned by Fairmont that are described in Schedule 1.1(iii);
- (jjj) **"Fairmont Leased Equipment"** means, collectively, the Fairmont Leased Equipment (Northmont) and the Fairmont Leased Equipment (Northwynd);
- (kkk) **"Fairmont Leased Equipment (Northmont)"** means the right, title and interest of Fairmont in and to motor vehicles, machinery, appliances, furniture, implements, tools, spare parts, furnishings, computer equipment, mobile equipment and other equipment used or acquired for use in the Fairmont Business (Northmont) under leases or lease agreements and including those items of equipment listed in Schedule 1.1(kkk);
- (III) **"Fairmont Leased Equipment (Northwynd)"** means the right, title and interest of Fairmont in and to motor vehicles, machinery, appliances, furniture, implements, tools, spare parts, furnishings, computer equipment, mobile equipment and other equipment used or acquired for use in the Fairmont Business under leases or lease agreements and including those items of equipment listed in Schedule 1.1(III) but does not include any Fairmont Leased Equipment (Northmont);
- (mmm) **"Fairmont Leases"** means, collectively, the Fairmont Leases (Northmont) and the Fairmont Leases (Northwynd);

- (nnn) **"Fairmont Leases (Northmont)"** means the leases and lease agreements pursuant to which Fairmont holds the Fairmont Leased Equipment (Northmont) including those leases and lease agreements listed in Schedule 1.1(kkk);
- (ooo) **"Fairmont Leases (Northwynd)"** means the leases and lease agreements pursuant to which Fairmont holds the Fairmont Leased Equipment (Northwynd) including those leases and lease agreements listed in Schedule 1.1(III) but does not include any Fairmont Leases (Northmont);
- (ppp) **"Fairmont Permits"** means, collectively, the Fairmont Permits (Northmont) and the Fairmont Permits (Northwynd);
- (qqq) **"Fairmont Permits (Northmont)"** means all licences, authorizations, permits, approvals, privileges, consents and other concession granted by any Authority or Person to the Fairmont in relation to the Fairmont Foreclosed Assets (Northmont) or the Fairmont Business (Northmont) that are transferable including those listed in Schedule 1.1(qqq);
- (rrr) **"Fairmont Permits (Northwynd)"** means all licences, authorizations, permits, approvals, privileges, consents and other concession granted by any Authority or Person to Fairmont in connection with the Fairmont Foreclosed Assets or the Fairmont Business that are transferable including those listed in Schedule 1.1(rrr), but does not include any Fairmont Permits (Northmont);
- (sss) **"Fairmont Prepaid Expenses (Northwynd)"** means all Prepaid Expenses paid by Fairmont in connection with the Fairmont Business including the Prepaid Expenses listed in Schedule (sss);
- (ttt) **"Fairmont Promissory Notes"** means all of the Purchaser Promissory Notes issued by purchasers of Fairmont Timeshare Agreements to Fairmont or FFI, as payment agent for Fairmont, including the Promissory Notes described in Schedule 1.1(ttt);
- (uuu) **"Fairmont Records"** means, collectively, the Fairmont Records (Northmont) and the Fairmont Records (Northwynd);
- (vvv) **"Fairmont Records (Northmont)"** means all technical, business and financial records, books of account, books, data, correspondence, reports, lists including lists of timeshare purchasers, prospective customers, potential contacts and suppliers (whether current or past), marketing material, drawings, maps, plans and information in any form whatsoever relating to the Fairmont Foreclosed Assets (Northmont) or the Fairmont Business (Northmont) and all contracts, licences, approvals, correspondence and other written or printed paper documenting transactions relevant to the value of or evidencing the Fairmont Foreclosed Assets (Northmont) (including the Fairmont Timeshare Agreements and Fairmont Promissory Notes), or relating to the ownership, operation or conduct of the Fairmont Business (Northmont), including all certificates of title, leases and other instruments evidencing Fairmont Lands (Northmont), the Fairmont Leased Equipment (Northmont) and the Fairmont Fixtures (Northmont);

- (www) **“Fairmont Records (Northwynd)”** means all technical, business and financial records, books of account, books, data, correspondence, reports, lists including lists of timeshare purchasers, prospective customers, potential contacts and suppliers (whether current or past), marketing material, drawings, maps, plans and information in any form whatsoever relating to the Fairmont Foreclosed Assets or the Fairmont Business and all contracts, licences, approvals, correspondence and other written or printed paper documenting transactions relevant to the value of or evidencing the Fairmont Foreclosed Assets, or relating to the ownership, operation or conduct of the Fairmont Business, including all certificates of title, leases and other instruments evidencing Fairmont Lands, the Fairmont Leased Equipment and the Fairmont Fixtures but does not include any Fairmont Records (Northmont);
- (xxx) **“Fairmont Rescission Period Trust Fund”** means the amount deposited from time to time by Fairmont with the Corporation, pursuant to a certain Escrow Agreement dated June 10, 2010 between Fairmont and the Corporation, with respect to monies held on deposit until the end of the rescission period upon the sale of any new Fairmont Timeshare Agreement;
- (yyy) **“Fairmont Resort”** means that certain timeshare vacation resort located on the Fairmont Lands, commonly known as Fairmont Vacation Villas at Riverside, Hillside and Riverview including all related common property, parking areas and other amenities;
- (zzz) **“Fairmont Retained Liabilities”** means each and every obligation, indebtedness (including all of the debt obligations, trade payables and other liabilities related to the ownership or operation of the Fairmont Foreclosed Assets, to Fairmont or to the Fairmont Business) or other liability or accrued liability of Fairmont and whether existing or contingent, in tort or by way of any contract, permit, licence or other agreement, any deed or instrument, any judgement order of a court or other authority having jurisdiction, any statute, regulation, order-in-council, bylaw, policy or other decision of act of any Authority, any rule or operation of law or in any other way arising, whether similar to any of the foregoing or otherwise, but excludes any liabilities expressly assumed by the Creditor pursuant to section 2.3(c);
- (aaaa) **“Fairmont Subsidiary Loans”** means all of the outstanding indebtedness of the following subsidiaries to Fairmont:
- (i) FRP Mailing Services Ltd. (\$103,684 as at April 30, 2010);
 - (ii) Makaha Hotel & Resort Inc. (\$20,689,005 as at April 30, 2010);
 - (iii) Resorts West Management Group Ltd. (\$1,258,209 as at April 30, 2010);
 - (iv) FRP Nevada Inc. (\$345,013 as at April 30, 2010);
 - (v) RVI Holiday Limited (\$5,917 as at April 30, 2010);
 - (vi) Sunchaser Vacation Club Inc. (\$3,127,532 as at April 30, 2010);
 - (vii) Fairmont International Operations Ltd. (\$1,276,499 as at April 30, 2010);
 - (viii) Resort Villa Management Ltd. (\$981,283 as at April 30, 2010);
 - (ix) Fairmont Rancho Banderas SA de CV (\$665,953 as at April 30, 2010);

- (x) Fairmont Marketing Corp. (\$802,829 as at April 30, 2010);
- (xi) Costa Maya Reef Resort Limited (\$454,398 as at April 30, 2010);
- (xii) LL Developments Ltd. (\$3,735,482 as at April 30, 2010);
- (bbbb) **"Fairmont Subsidiary Shares"** means all of the issued and outstanding shares held by Fairmont or in trust for Fairmont of the following subsidiaries of Fairmont:
 - (i) Fairmont Funding Inc. (1 Common Share);
 - (ii) FRP Mailing Services Ltd. (50 Class A Shares);
 - (iii) Makaha Hotel & Resort Inc. (100 Common Shares);
 - (iv) Makaha Resort Management Inc. (100 Common Shares);
 - (v) Resorts West Management Group Ltd. (513 Common Shares);
 - (vi) FRP Nevada Inc. (1 Common Share – held by Murray Moore in trust for Fairmont);
 - (vii) RVI Holiday Limited (10,000 Common Shares);
 - (viii) Sunchaser Resorts Inc. (1000 Common Shares);
 - (ix) Fairmont International Operations Ltd. (1 Class A Share);
 - (x) Fairmont Resort Villa Management Ltd. (100 Shares);
 - (xi) Fairmont Marketing Corp. (100 Class A Shares);
 - (xii) LL Developments Ltd. (1 Common Share);.
- (cccc) **"Fairmont Timeshare Agreements"** means all of the Vacation Interval Agreements that apply to the Fairmont Lands or to lands subject to the Fairmont Trust Agreement, including the Vacation Interval Agreements described in Schedule Schedule 1.1(dddd) and includes the receivables, if any, relating thereto;
- (dddd) **"Fairmont Trust Agreement"** means the trust agreement dated June 10, 2009 between Fairmont, Carthew and the Corporation, which amends and restates the earlier versions of the trust agreement, under which Carthew holds title to the Fairmont Trust Agreement Lands in trust for the Corporation and the Corporation, in turn, holds its beneficial interest in those lands in trust for Fairmont and purchasers of Fairmont Timeshare Agreements;
- (eeee) **"Fairmont Trust Agreement Lands"** means the lands (including easements, rights of way and other notations) registered in the name of Carthew as trustee for Fairmont and purchasers of Fairmont Timeshare Agreements under the Fairmont Trust Agreement that are described in Schedule 1.1(eeee);
- (ffff) **"Fairmont Trust Agreement (Amendment and Restatement)"** means the amendment and restatement of the Fairmont Trust Agreement dated as of the Vesting Date among Northmont Resort Properties Ltd., as general partners of the Northmont Limited Partnership, Carthew and the Corporation in substantially the form attached as Exhibit "A";

- (gggg) **"FFI"** means Fairmont Funding Inc., a corporation incorporated under the laws of Alberta.
- (hhhh) **"Fixed Assets"** means, collectively, the Fairmont Fixed Assets, the LORV Fixed Assets and the LORV Fixed Assets;
- (iiii) **"Fixtures"** means, collectively, the Fairmont Fixtures, the LORV Fixtures and the LOR Fixtures;
- (jjjj) **"Foreclosed Assets"** means, collectively, the Fairmont Foreclosed Assets, the LORV Foreclosed Assets and the LOR Foreclosed Assets;
- (kkkk) **"Foreclosed Contracts"** means, collectively, the Fairmont Foreclosed Contracts, the LORV Foreclosed Contracts and the LOR Foreclosed Contracts;
- (llll) **"GST"** means Taxes imposed under Part IX of the ETA;
- (mmmm) **"Intangibles"** means, collectively, the Fairmont Intangibles, the LORV Intangibles and the LOR Intangibles;
- (nnnn) **"Intellectual Property Rights"** means, collectively, the Fairmont Intellectual Property Rights, the LORV Intellectual Property Rights and the LOR Intellectual Property Rights
- (oooo) **"Inventories"** means, collectively, the Fairmont Inventory, the LORV Inventory and the LOR Inventory;
- (pppp) **"Joint Security"** has the meaning given to it in Recital E;
- (qqqq) **"KERP"** means the Key Employee Retention Plan designed to attempt to retain employees critical to the ongoing operations of Fairmont, LOR and LORV during the restructuring period to assist in the successful exit from the CCAA Proceedings as viable and efficient entities, which provided retention bonuses to be paid upon:
 - (i) any sale of all or substantially all of the shares of Fairmont;
 - (ii) any sale of all or substantially all of the business or assets of Fairmont either through the CCAA Proceedings or a receivership, bankruptcy or similar proceeding; or
 - (iii) a restructuring or reorganization of Fairmont is concluded such that its liquidity problems and defaults are resolved through a plan of arrangement under the *Companies' Creditors Arrangement Act* (Canada) or otherwise;
- (rrrr) **"KERP Payment"** has the meaning given to it in section 2.3(b)(ii);
- (ssss) **"Lands"** means, collectively, the Fairmont Lands, the LORV Lands and the LOR Lands.
- (tttt) **"Leased Equipment"** means, collectively, the Fairmont Leased Equipment, the LORV Leased Equipment and LOR Leased Equipment;

- (uuuu) **"LOR Accounts Receivable"** means all accounts receivable, trade accounts, notes receivable, book debts and other debts due or accruing due to LOR and the benefit of all security for such accounts, notes and debts;
- (vvvv) **"LOR Asset Transfer Agreement"** means the Asset Transfer Agreement dated June 15, 2010 between the Creditor and LOR Resort Properties Ltd., as general partner of the LOR Limited Partnership;
- (wwwv) **"LOR Business"** means the hotel and marina operation at Lake Okanagan Resort located on the LOR Lands including all related common facilities and includes the maintenance and management of the LORV Resort on behalf of the purchasers pursuant to the LORV Timeshare Agreements;
- (xxxx) **"LOR Cash"** means all funds of LOR on deposit with financial institutions including in the accounts listed in Schedule 1.1(xxxx);
- (yyyy) **"LOR Chattels"** means all computers, office furniture and equipment used in businesses offices, room furnishings in hotel suites and timeshare units, machinery, golf carts, furniture, appliances, lawn and garden equipment, carpets, drapes, linens, tableware, cutlery, utensils, dishes and maintenance equipment and other chattels used in connection with the LOR Business, including those chattels at the Lake Okanagan Resort which is located at 2751 Westside Road, Kelowna, British Columbia and including the chattels listed in Schedule 1.1(yyyy);
- (zzzz) **"LOR Excluded Assets"** means the assets described in Schedule (zzzz);
- (aaaa) **"LOR Excluded Contracts"** means all Contracts to which LOR is or may be a party or to which LOR or any of the LOR Foreclosed Assets is or may be or become subject or by which LOR or any of the LOR Foreclosed Assets is or may be or become bound, other than the LOR Foreclosed Contracts and any other Contract expressly included in the LOR Foreclosed Assets;
- (bbbb) **"LOR Fixed Assets"** means, collectively, the LOR Fixed Assets (Carthew/LOR Resort), the LOR Fixed Assets (Carthew/Lorwynd) and the LOR Fixed Assets (LOR Resort);
- (cccc) **"LOR Fixed Assets (Carthew/LOR Resort)"** means:
- (i) all of the LOR Lands (Carthew/LOR Resort);
 - (ii) all LOR Fixtures (Carthew/LOR Resort);
- (dddd) **"LOR Fixed Assets (Carthew/Lorwynd)"** means:
- (i) all of the LOR Lands (Carthew/Lorwynd);
 - (ii) all LOR Fixtures (Carthew/Lorwynd);
- (eeee) **"LOR Fixed Assets (LOR Resort)"** means:
- (i) all of the LOR Lands (LOR Resort);
 - (ii) all LOR Fixtures (LOR Resort);

- (iii) all LOR Leased Equipment; and
 - (iv) all LOR Chattels;
 - (fffff) **"LOR Fixtures"** means, collectively, the LOR Fixtures (Carthew/LOR Resort), the LOR Fixtures (Carthew/Lorwynd) and the LOR Fixtures (LOR Resort);
 - (ggggg) **"LOR Fixtures (Carthew/LOR Resort)"** means all buildings, erections, fixtures, appurtenances, structures, improvements, furnishings and fixed plant, fixed machinery and fixed equipment presently situate on or under or forming a part of any of the LOR Lands (Carthew/LOR Resort);
 - (hhhhh) **"LOR Fixtures (Carthew/Lorwynd)"** means all buildings, erections, fixtures, appurtenances, structures, improvements, furnishings and fixed plant, fixed machinery and fixed equipment presently situate on or under or forming a part of any of the LOR Lands (Carthew/Lorwynd);
 - (iiiiii) **"LOR Fixtures (LOR Resort)"** means all buildings, erections, fixtures, appurtenances, structures, improvements, furnishings and fixed plant, fixed machinery and fixed equipment presently situate on or under or forming a part of any of the LOR Lands (LOR Resort);
 - (jjjjj) **"LOR Foreclosed Assets"** means the LOR Subsidiary Shares, the LOR Subsidiary Loans and all of the property and assets of the LOR Business, including the following:
 - (i) all real property, chattels real and interests therein or in the nature thereof and all fixtures associated therewith, including the LOR Lands and the LOR Fixed Assets;
 - (ii) all tangible personal property including the LOR Chattels, the LOR Vehicles, the LOR Inventory and the LOR Records;
 - (iii) all intangible personal property including the LOR Foreclosed Contracts, the LOR Cash, the LOR Accounts Receivable, the LOR Intangibles and the LOR Prepaid Expenses; and
 - (iv) all other property, assets, and rights, real and personal, tangible or intangible, wherever situated, and acquired for use or used by LOR in connection with the LOR Business;
- but does not include any LOR Excluded Assets or LOR Retained Liabilities;
- (kkkkk) **"LOR Foreclosed Assets (LOR Resort)"** means the LOR Foreclosed Assets but excluding the LOR Fixed Assets (Carthew/LOR Resort) and the LOR Fixed Assets (Carthew/Lorwynd);
 - (lllll) **"LOR Foreclosed Contracts"** means the contracts to which LOR is a party that are described in Schedule 1.1(lllll);
 - (mmmmm) **"LOR Intangibles"** means:
 - (i) all LOR Intellectual Property Rights;

- (ii) all goodwill of LOR in connection with any of the Fairmont Foreclosed Assets or the LOR Business and paid up advertising in connection with any of the LOR Assets or the LOR Business available to LOR including the exclusive right to use, and all goodwill associated with, the name "Lake Okanagan Resort";
 - (iii) the full benefit of all commitments, covenants, representations and warranties, indemnities, guarantees, performance bonds and other rights held by LOR in connection with the LOR Foreclosed Assets or the LOR Business;
 - (iv) the right, title and interest of LOR in respect of every licence, authorization, permit, approval, privilege or other concession granted by any Authority or by any other Person in respect of or in connection with any aspect of the LOR Foreclosed Assets or the LOR Business, including the LOR Permits;
 - (v) all leases of real or personal property under which LOR is the lessee in connection with the LOR Business including the LOR Leases, and all benefits, rights and privileges associated therewith, but does not include any LOR Excluded Contracts; and
 - (vi) e-mail addresses and telephone numbers currently used by LOR and available to LOR;
- (nnnnn) **"LOR Intellectual Property Rights"** means all property and property rights in the nature of intellectual or industrial property including patents, trademarks, brand or trade names, copyrights, designs, software including computer programs related to timeshares, know-how, trade secrets, domain names, guest lists, group lists, strata corporation lists, confidential information, processes, formulae, engineering specifications, rights of user or similar rights, whether registered or unregistered, in connection with any of the LOR Foreclosed Assets or the LOR Business, including those described in Schedule 1.1(nnnnn);
- (ooooo) **"LOR Inventory"** means all inventory relating to the LOR Business including, without limitation, food and beverage inventory in the clubhouse and restaurant facility and all inventory of clothing, linens, cutlery, china and other items which must be replenished or replaced on an ongoing basis as of the Vesting Date and all circulating inventory/stock in the retail store and pro-shop, including the inventories described in Schedule 1.1(ooooo);
- (ppppp) **"LOR Lands"** means, collectively, the LOR Lands (Carthew/LOR Resort), LOR Lands (Carthew/Lorwynd) and LOR Lands (LOR Resort);
- (qqqqq) **"LOR Lands (Carthew/LOR Resort)"** means the lands (including easements, rights of way and other notations) owned or leased by LOR that are described in Schedule 1.1(qqqqq).
- (rrrrr) **"LOR Lands (Carthew/Lorwynd)"** means the lands (including easements, rights of way and other notations) owned or leased by LOR that are described in Schedule 1.1(rrrrr).
- (sssss) **"LOR Lands (LOR Resort)"** means the lands (including easements, rights of way and other notations) owned by LOR that are described in Schedule 1.1(sssss).

- (ttttt) **"LOR Leased Equipment"** means the right, title and interest of LOR in and to motor vehicles, machinery, appliances, furniture, implements, tools, spare parts, furnishings, computer equipment, mobile equipment and other equipment used or acquired for use in the LOR Business under leases or lease agreements and including those items of equipment listed in Schedule 1.1(ttttt);
- (uuuuu) **"LOR Leases"** means those leases and lease agreements pursuant to which LOR holds the LOR Leased Equipment including those leases listed in Schedule 1.1(ttttt);
- (vvvvv) **"LOR Permits"** means all licences, authorizations, permits, approvals, privileges, consents and other concession granted by any Authority or Person to LOR in connection with the LOR Foreclosed Assets or the LOR Business that are transferable and which are listed in Schedule 1.1(vvvvv);
- (wwwww) **"LOR Prepaid Expenses"** means all Prepaid Expenses paid by LOR in connection with the LOR Business including the Prepaid Expenses listed in Schedule 1.1(wwwww);
- (xxxxx) **"LOR Records"** means all technical, business and financial records, books of account, books, data, correspondence, reports, lists including lists of customers and suppliers (whether current or past), marketing material, drawings, maps, plans and information in any form whatsoever relating to the LOR Foreclosed Assets or the LOR Business and all contracts, licences, approvals, correspondence and other written or printed paper documenting transactions relevant to the value of or evidencing the LOR Foreclosed Assets, or relating to the ownership, operation or conduct of the LOR Business, including all certificates of title, leases and other instruments evidencing LOR Lands, the LOR Leased Equipment and the LOR Fixtures;
- (yyyyy) **"LOR Resort"** means the hotel resort and marina commonly known as "Lake Okanagan Resort" located on the LOR Lands and includes the buildings known as "Pointe Beach Villas" and additional lands available for future development;
- (zzzzz) **"LOR Retained Liabilities"** means each and every obligation, indebtedness (including all of the debt obligations, trade payables and other liabilities related to the ownership or operation of the LOR Foreclosed Assets, LOR or the LOR Business) or other liability or accrued liability of LOR and whether existing or contingent, in tort or by way of any contract, permit, licence or other agreement, any deed or instrument, any judgement order of a court or other authority having jurisdiction, any statute, regulation, order-in-council, bylaw, policy or other decision of act of any Authority, any rule or operation of law or in any other way arising, whether similar to any of the foregoing or otherwise, but excludes any liabilities expressly assumed by the Creditor pursuant to section 2.5;
- (aaaaa) **"LOR Subsidiary Loans"** means all of the outstanding indebtedness of the following subsidiaries to LOR:
- (i) 1782 Holdings Ltd. (\$nil as at April 30, 2010);
- (bbbbb) **"LOR Subsidiary Shares"** means all of the issued and outstanding shares of the following subsidiaries of LOR:

- (i) 1782 Holdings Ltd. (1 Common Share);
- (ccccc) **"LOR Trust Agreement"** means the Trust Agreement to be dated as of the Vesting Date among among LOR Resort Properties Ltd., as general partner of the LOR Limited Partnership Carthew and the Corporation in substantially the from attached as Exhibit "B";
- (dddddd) **"LOR Vehicles"** means those motor vehicles, all terrain vehicles, mobile homes and trailers described in Schedule 1.1(dddddd);
- (eeeeee) **"LORV Accounts Receivable"** means all accounts receivable, trade accounts, notes receivable, book debts and other debts due or accruing due to LORV and the benefit of all security for such accounts, notes an debts;
- (ffffff) **"LORV Business"** means the development and operation of LORV Resort and related facilities on the LORV Lands and the sale of LORV Timeshare Agreements in relation to residential units in the LORV Resort;
- (gggggg) **"LORV Cash"** means all funds of LORV on deposit with financial institutions including in the accounts listed in Schedule 1.1(gggggg):
- (hhhhh) **"LORV Chattels"** means all computers, office furniture and equipment used in businesses offices, room furnishings in hotel suites and timeshare units, machinery, golf carts, furniture, appliances, lawn and garden equipment, carpets, drapes, linens, tableware, cutlery, utensils, dishes and maintenance equipment and other chattels used in connection with the LORV Business, including those items listed Schedule 1.1(hhhhhh);
- (iiiiii) **"LORV Escrow Account"** means the funds held by McCarthy Tetrault LLP (which were in the amount of \$121,008.08 as at May 31, 2010) and the additional mortgage security granted in favour of Elisabeth Vogt pursuant to the Escrow Agreement dated February 15, 2005 among McCarthy Tetrault LLP, Elisabeth Vogt and the Corporation pursuant to the disclosure statement issued by LORV for the sale of LORV Timeshare Agreements, to secure the obligations of LORV to make payments for its share of maintenance fees for unsold inventory, as described in the disclosure statement;
- (jjjjjj) **"LORV Excluded Assets"** means the assets described in Schedule (jjjjjj);
- (kkkkkk) **"LORV Excluded Contracts"** means all Contracts to which LORV is or may be a party or to which LORV or any of the LORV Assets is or may be or become subject or by which LORV or any of the LORV Foreclosed Assets is or may be or become bound, other than the LORV Foreclosed Contracts and any other Contract expressly included in the LORV Foreclosed Assets;
- (llllll) **"LORV Fixed Assets"** means, collectively, the LORV Fixed Assets (Lorwynd) and the LORV Fixed Assets (Carthew);
- (mmmmmm) **"LORV Fixed Assets (Lorwynd)"** means:
- (i) all LORV Leased Equipment; and
 - (ii) all LORV Chattels;
- (nnnnnn) **"LORV Fixed Assets (Carthew)"** means:

- (i) all of the LORV Lands (Carthew);
- (ii) all LORV Fixtures (Carthew);

(oooooo) **“LORV Fixtures (Carthew)”** means all buildings, erections, fixtures, appurtenances, structures, improvements, furnishings and fixed plant, fixed machinery and fixed equipment presently situate on or under or forming a part of any of the LORV Lands (Carthew);

(pppppp) **“LORV Foreclosed Assets”** means all of the property and assets of the LORV Business, including the following:

- (i) all real property, chattels real and interests therein or in the nature thereof and all fixtures associated therewith, including the LORV Lands and the LORV Fixed Assets;
- (ii) all tangible personal property including the LORV Chattels, the LORV Vehicles, the LORV Inventories and the LORV Records;
- (iii) the beneficial interest of LORV in the LORV Trust Agreement Lands;
- (iv) all intangible personal property including the LORV Timeshare Agreements, the LORV Promissory Notes, the LORV Foreclosed Contracts the LORV Maintenance Fee Trust Fund, the LORV Rescission Period Trust Fund, the LORV Escrow Account, the LORV Cash, the LORV Accounts Receivable, the LORV Intangibles and the LORV Prepaid Expenses; and
- (v) all other property, assets, and rights, real and personal, tangible or intangible, wherever situated, and acquired for use or used by LORV in connection with the LORV Business;

but does not include any LORV Excluded Assets or LORV Retained Liabilities;

(qqqqqq) **“LORV Foreclosed Assets (Lorwynd)”** means the LORV Foreclosed Assets but excluding all LORV Fixed Assets (Carthew);

(rrrrrr) **“LORV Foreclosed Contracts”** means the contracts to which LORV is a party that are described in Schedule 1.1(rrrrrr);

(ssssss) **“LORV Intangibles”** means:

- (i) all LORV Intellectual Property Rights;
- (ii) all goodwill of LORV in connection with any of the LORV Foreclosed Assets or the LORV Business and paid up advertising in connection with any of the LORV Assets or the LORV Business available to LORV including the exclusive right to use, and all goodwill associated with, the name “Lake Okanagan Resort Vacation”;
- (iii) the full benefit of all commitments, covenants, representations and warranties, indemnities, guarantees, performance bonds and other rights held by LORV in connection with the LORV Foreclosed Assets or the LORV Business;

- (iv) the right, title and interest of Fairmont in respect of every licence, authorization, permit, approval, privilege or other concession granted by any Authority or by any other Person in respect of or in connection with any aspect of the LORV Foreclosed Assets or the LORV Business, including the LORV Permits;
- (v) all leases of real or personal property under which LORV is the lessee in connection with the LORV Business including the LORV Leases, and all benefits, rights and privileges associated therewith, but does not include any LORV Excluded Contracts; and
- (vi) e-mail addresses, telephone numbers currently used by LORV and available to LORV;
- (ttttt) **“LORV Intellectual Property Rights”** means all property and property rights in the nature of intellectual or industrial property including patents, trademarks, brand or trade names, copyrights, designs, domain names, software including computer programs related to timeshares, know-how, trade secrets, owners lists, toured before lists, confidential information, processes, formulae, engineering specifications, rights of user or similar rights, whether registered or unregistered, in connection with any of the LORV Foreclosed Assets or the LORV Business, including those described in Schedule 1.1(ttttt);
- (uuuuuu) **“LORV Inventory”** means all inventory relating to the LOR Business including the inventory described in Schedule 1.1(uuuuuu);
- (vvvvvv) **“LORV Lands (Carthew)”** means the lands (including easements, rights of way and other notations) owned by LORV that are described in Schedule 1.1(vvvvvv);
- (wwwwww) **“LORV Leased Equipment”** means the right, title and interest of LORV in and to motor vehicles, machinery, appliances, furniture, implements, tools, spare parts, furnishings, computer equipment, mobile equipment and other equipment used or acquired for use in the LORV Business under leases or lease agreements and including those items of equipment listed in Schedule 1.1(wwwwww);
- (xxxxxx) **“LORV Leases”** means those leases and lease agreements pursuant to which LORV holds the LORV Leased Equipment including those leases listed in Schedule 1.1(wwwwww);
- (yyyyyy) **“LORV Maintenance Fee Trust Fund”** means the funds collected under LORV Timeshare Agreements on account of maintenance fees, including the operating account and reserve account, and held by LOR, as manager for LORV under the Amended and Restated Management Agreement dated April 22, 2002 between LORV and LOR;
- (zzzzzz) **“LORV Permits”** means all licences, authorizations, permits, approvals, privileges, consents and other concessions granted by any Authority or Person to LORV in connection with the LORV Foreclosed Assets or the LORV Business that are transferable;

- (aaaaaaa) **“LORV Prepaid Expenses”** means all Prepaid Expenses paid by LORV in connection with the LORV Business including the Prepaid Expenses listed in Schedule 1.1(aaaaaaa);
- (bbbbbbb) **“LORV Promissory Notes”** means all of the Purchaser Promissory Notes issued by purchasers of LORV Timeshare Agreements to LORV or FFI, as payment agent for LORV, including the Promissory Notes described in Schedule 1.1(bbbbbbb);
- (ccccccc) **“LORV Records”** means all technical, business and financial records, books of account, books, data, correspondence, reports, lists including lists of timeshare purchasers, prospective customers, potential contacts and suppliers (whether current or past), marketing material, drawings, maps, plans and information in any form whatsoever relating to the LORV Foreclosed Assets or the LORV Business and all contracts, licences, approvals, correspondence and other written or printed paper documenting transactions relevant to the value of or evidencing the LORV Foreclosed Assets (including the LORV Timeshare Agreements and the LORV Promissory Notes), or relating to the ownership, operation or conduct of the LORV Business, including all certificates of title, leases and other instruments evidencing LORV Lands, the LORV Leased Equipment and the LORV Fixtures;
- (ddddddd) **“LORV Rescission Period Trust Fund”** means the amount deposited from time to time by LORV with the Corporation pursuant to a certain Escrow Agreement dated June 10, 2010 between LORV and the Corporation with respect to monies held on deposit until the end of the rescission period upon the sale of any new LORV Timeshare Agreement;
- (eeeeeee) **“LORV Resort”** means the timeshare vacation villas at the resort commonly known as Lake Okanagan Resort, being those timeshare vacation units located on the LORV Trust Agreement including all related common property, limited common property, parking areas and other amenities;
- (ffffff) **“LORV Retained Liabilities”** means each and every obligation, indebtedness (including all of the debt obligations, trade payables and other liabilities related to the ownership or operation of the LORV Foreclosed Assets, LORV or the LORV Business) or other liability or accrued liability of LORV and whether existing or contingent, in tort or by way of any contract, permit, licence or other agreement, any deed or instrument, any judgement order of a court or other authority having jurisdiction, any statute, regulation, order-in-council, bylaw, policy or other decision of act of any Authority, any rule or operation of law or in any other way arising, whether similar to any of the foregoing or otherwise, but excludes any liabilities expressly assumed by the Creditor pursuant to section 2.3(c);
- (ggggggg) **“LORV Timeshare Agreements”** means all of the Vacation Interval Agreements, Vacation Package Agreements and Vacation Package Leases that apply to the LORV Lands or to the LORV Trust Agreement Lands, including the Vacation Interval Agreements, Vacation Package Agreements and Vacation Package Leases described in Schedule 1.1(ggggggg) and includes the receivables, if any relating thereto;

- (hhhhhhh) **“LORV Trust Agreement”** means the trust agreement [undated] between Amanda Hubbard Corporation and LORV, as amended and restated by the trust agreement (i) the trust agreement between S & A Vacation Ownership Registry Ltd. and Smith and Andrushuk dated February 1, 2003, (ii) the trust agreement among LORV, Carthew and the Corporation dated January 1, 2005, (iii) the trust amending agreement among LORV, Carthew and the Corporation dated November 23, 2005 and (iv) the trust agreement among LORV, Carthew and the Corporation dated June 10, 2009, and currently among LORV, Carthew and the Corporation under which Carthew holds title to LORV Trust Agreement Lands in trust for the Corporation and the Corporation, in turn, holds its beneficial interest in the Trust Agreement Lands in trust for LORV and purchasers of LORV Timeshare Agreements;
- (iiiiiii) **“LORV Trust Agreement Lands”** means the lands (including easements, rights of way and other notations) registered in the name of Carthew as trustee for LORV and purchasers of LORV Timeshare Agreements under the LORV Trust Agreement that are described in Schedule 1.1(iiiiiii);
- (jjjjjjj) **“LORV Trust Agreement (Amendment and Restatement)”** means the amendment and restatement of the LORV Trust Agreement dated as of the Vesting Date among Lorwynd Resort Properties Ltd., as general partner of the Lorwynd Limited Partnership, Carthew and the Corporation in substantially the form attached as Exhibit “C”;
- (kkkkkkk) **“LORV Vehicles”** means those motor vehicles and all terrain vehicles described in Schedule 1.1(lllllll);
- (lllllll) **“Lorwynd Asset Transfer Agreement”** means the Asset Transfer Agreement dated June 15, 2010 between the Creditor and Lorwynd Limited Partnership;
- (mmmmmmm) **“Monitor’s Certificate”** means the Monitor’s Certificate filed by Ernst & Young Inc. with the Court under the Vesting Order pursuant to which the Foreclosed Assets will vest as provided in the Vesting Order;
- (nnnnnnn) **“Northmont Asset Transfer Agreement”** means the Asset Transfer Agreement dated June 15, 2010 between the Creditor and Northmont Limited Partnership;
- (ooooooo) **“Outside Vesting Date”** means July 24, 2010;
- (ppppppp) **“Party”** means, as the case may be, (i) collectively, the Debtors or (ii) the Creditor and **“Parties”** means all of such Persons;
- (qqqqqqq) **“Permitted Encumbrances”** means:
- (i) liens for taxes relating to the period from and after Vesting;
 - (ii) rights reserved to or vested in any governmental authority or public utility by the terms of any Permit, grant, or by any statutory provision, provided that the same are not, either individually or in aggregate, of such nature as to materially detract from the value of the Lands or any of them or impair its use in the operation of the Businesses or any of them;

- (iii) undetermined or inchoate liens and charges incidental to current construction or current operations which have not been filed or registered in accordance with applicable law or of which written notice has not yet been duly given in accordance with applicable law or that relate to an obligation not yet due or delinquent, which in each case relate to obligations or liabilities assumed by the Creditor at the Time of Vesting;
 - (iv) zoning and building by-laws and ordinances, municipal by-laws and regulations or other similar restrictions, provided that the same are not of such nature as to adversely affect the current use of the property subject thereto;
 - (v) rights reserved to or vested in any municipality or governmental, statutory or public authority to control or regulate any of the Foreclosed Assets in any manner, and all applicable laws, rules and orders of any Authority; and
 - (vi) the Encumbrances under the headings "Permitted Encumbrances" listed in Schedules 1.1(hhh), 1.1(iii), 1.1(qqqqq), 1.1(rrrrr), 1.1(sssss) and 1.1(vvvvvv);
- (rrrrrrr) **"Permits"** means, collectively, the Fairmont Permits, the LORV Permits and the LOR Permits;
- (sssssss) **"Person"** means an individual, body corporate with or without share capital, partnership, joint venture, unincorporated association, syndicate, sole proprietorship, trust, pension fund, union, governmental agency, board, tribunal, ministry, commission or department and the heirs, beneficiaries, executors, legal representatives, successors or administrators of any of them;
- (ttttttt) **"Prepaid Expenses"** means any deposit, expense, fee, advance, option, price, retainer, insurance premium or other amount paid to purchase or pay for a right, asset or service exercisable, deliverable or to be rendered after the Time of Vesting;
- (uuuuuuu) **"Promissory Notes"** means, collectively, the Fairmont Promissory Notes and LORV Promissory Notes and **"Promissory Note"** means any of them;
- (vvvvvvv) **"Purchaser Promissory Note"** means, in relation to a purchaser of a Vacation Interval Agreement who has not paid the full amount of the purchase price, a Promissory Note and Instalment Sales Contract, Cost of Credit and Credit Agreement or any other evidence of indebtedness of the amount financed by such purchaser of such Vacation Interval Agreement;
- (wwwwwww) **"Records"** means, collectively, the Fairmont Records, the LORV Records and the LOR Records;
- (xxxxxxx) **"REIT C Loan"** has the meaning given to it in Recital D;
- (yyyyyyy) **"RVM"** means Resort Villa Management Ltd., a corporation incorporated under the laws of Alberta;
- (zzzzzzz) **"Retained Liabilities"** means, collectively, the Fairmont Retained Liabilities, the LORV Retained Liabilities and the LOR Retained Liabilities;

- (aaaaaaa) "Series B Loan" has the meaning given to it in Recital A;
- (bbbbbbb) "Series 1&2 Loan" has the meaning given to it in Recital A;
- (ccccccc) "Specific Conveyances" means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the Foreclosed Assets to the Creditor or its nominees and to novate the Creditor or its nominees into Foreclosed Contracts;
- (ddddddd) "Supplier Payment" has the meaning given to it in section 2.3(c)
- (eeeeeee) "Surrender (Fairmont)" means a general conveyance in the form of Exhibit A providing for the surrender by Fairmont to the Creditor of the Fairmont Foreclosed Assets;
- (ffffff) "Surrender (LOR)" means a general conveyance in the form of Exhibit B providing for the surrender by LOR to the Creditor of the LOR Foreclosed Assets;
- (ggggggg) "Surrender (LORV)" means a general conveyance in the form of Exhibit C providing for the surrender by LORV to the Creditor of the LORV Foreclosed Assets;
- (hhhhhhh) "Time of Vesting" means 11:00 a.m. (Calgary time) on the Vesting Date or such other time as the Debtors and the Creditor may mutually agree;
- (iiiiiii) "Timeshare Agreements" means, collectively, the Fairmont Timeshare Agreements and the LORV Timeshare Agreements and "Timeshare Agreement" means any of them.
- (jjjjjjj) "Timeshare Agreement Register" means the register maintained by the Corporation under the Fairmont Trust Agreement or LORV Trust Agreement, as applicable, in which the Timeshare Agreements are registered;
- (kkkkkkk) "Trust Agreement" means the Fairmont Trust Agreement or the LORV Trust Agreement;
- (lllllll) "Vacation Interval Agreement" means, in relation to Fairmont or LORV, a Vacation Experience Lease, Vacation Experience Lease and Co-ownership Agreement, Vacation Lease Conversion Contract or other agreement under which a purchaser thereof is granted an undivided leasehold interest and/or a fractional co-ownership interest or right to acquire a fractional co-ownership interest in an individual residential dwelling strata lot located on Lands that are subject to a Trust Agreement and includes a Vacation Interval Agreement that has been entered into but for which any statutory or contractual right of recession may not have expired.
- (mmmmmmm) "Vacation Package Agreement" means, in relation to LORV, a Prepaid Package Vacation Agreement under which a purchaser is granted a licence to use and occupy for an interval of time a residential unit in the Lakeside

Inn, the Terrance Inn or the residential condominium complex within Lake Okanagan Resort located on the LORV Lands.

(nnnnnnnn) **"Vacation Package Lease"** means, in relation to LORV, a Prepaid Vacation Package Lease under which a purchaser is granted an undivided leasehold interest in a residential unit in the Lakeside Inn, the Terrance Inn or the residential condominium complex within Lake Okanagan Resort located on the LORV Lands.

(oooooo) **"Vesting"** has the meaning given in section 3.1;

(pppppppp) **"Vesting Date"** means June 23, 2010, or such other date as the Creditor may specify;

(qqqqqqqq) **"Vesting Order"** means the order of the Court authorizing and approving this Agreement and the surrender of the Foreclosed Assets to the Creditor and vesting in the Creditor or its nominee or nominees title to the Foreclosed Assets, free and clear of all Encumbrances, subject only to Permitted Encumbrances.

1.2 Time of the Essence

Time shall be of the essence of each provision of this Agreement. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

1.3 Calculation of Time

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.

1.4 Business Days

Whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be taken or made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day. Interest on all amounts due hereunder shall, however, be calculated for all days on which such amounts are outstanding, including each day that is not a Business Day.

1.5 Currency

Unless otherwise specified, all references to "\$" and to all other amounts of money in this Agreement refer to Canadian currency.

1.6 Headings

The descriptive headings preceding Articles and sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or sections. The division of this Agreement into Articles and sections shall not affect the interpretation of this Agreement.

1.7 Plurals and Gender

Words in the singular include the plural and vice versa and words in one gender include all genders.

1.8 Statutory References

Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated thereunder) as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

1.9 Including

The word “including” or “includes” means “including but not limited to” or “includes but is not limited to”, as applicable, and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it.

1.10 Schedules and Exhibits

The following are the schedules annexed hereto and incorporated by reference herein and deemed to be part of this Agreement:

Schedule 1.1(dd) – Fairmont Cash (Northmont)
 Schedule 1.1(ee) – Fairmont Cash (Northwynd)
 Schedule 1.1(gg) – Fairmont Chattels (Northmont)
 Schedule 1.1(hh) – Fairmont Chattels (Northwynd)
 Schedule 1.1(ii) – Fairmont Excluded Assets
 Schedule 1.1(uu) – Fairmont Foreclosed Contracts (Northmont)
 Schedule 1.1(vv) – Fairmont Foreclosed Contracts (Northwynd)
 Schedule 1.1(xx) – Fairmont Houseboats (Northwynd)
 Schedule 1.1(bbb) – Fairmont Intellectual Property Rights (Northmont)
 Schedule 1.1(ccc) – Fairmont Intellectual Property Rights (Northwynd)
 Schedule 1.1(eee) – Fairmont Inventory (Northmont)
 Schedule 1.1(fff) – Fairmont Inventory (Northwynd)
 Schedule 1.1(hhh) – Fairmont Lands (Carthew) and Permitted Encumbrances
 Schedule 1.1(iii) – Fairmont Lands (Northmont) and Permitted Encumbrances
 Schedule 1.1(kkk) – Fairmont Leased Equipment (Northmont) and Leases
 Schedule 1.1(lll) – Fairmont Leased Equipment (Northwynd) and Leases
 Schedule 1.1(qqq) – Fairmont Permits (Northmont)
 Schedule 1.1(rrr) – Fairmont Permits (Northwynd)
 Schedule 1.1(sss) – Fairmont Prepaid Expenses (Northwynd)
 Schedule 1.1(tt) – Fairmont Promissory Notes
 Schedule 1.1(cccc) – Fairmont Timeshare Agreements
 Schedule 1.1(eeee) – Fairmont Trust Agreement Lands
 Schedule 1.1(xxxx) – LOR Cash
 Schedule 1.1(yyyy) – LOR Chattels
 Schedule 1.1(zzzz) – LOR Excluded Assets
 Schedule 1.1(llll) – LOR Foreclosed Contracts
 Schedule 1.1(nnnn) – LOR Intellectual Property Rights
 Schedule 1.1(oooo) – LOR Inventory
 Schedule 1.1(qqqq) – LOR Lands (Carthew/LOR Resort) and Permitted Encumbrances
 Schedule 1.1(rrrr) – LOR Lands (Carthew/Lorwynd) and Permitted Encumbrances
 Schedule 1.1(ssss) – LOR Lands (LOR Resort) and Permitted Encumbrances
 Schedule 1.1(tttt) – LOR Leased Equipment and Leases

Schedule 1.1(vvvvvv) – LOR Permits
 Schedule 1.1(wwwww) – LOR Prepaid Expenses
 Schedule 1.1(dddddd) – LOR Vehicles
 Schedule 1.1(gggggg) – LORV Cash
 Schedule 1.1(hhhhhh) – LORV Chattels
 Schedule 1.1(jjjjjj) – LORV Excluded Assets
 Schedule 1.1(rrrrrr) – LORV Foreclosed Contracts
 Schedule 1.1(tttttt) – LORV Intellectual Property Rights
 Schedule 1.1(uuuuuu) – LORV Inventory
 Schedule 1.1(vvvvvv) – LORV Lands (Carthew) and Permitted Encumbrances
 Schedule 1.1(wwwww) – LORV Leased Equipment and Leases
 Schedule 1.1(zzzzzz) – LORV Permits
 Schedule 1.1(aaaaaa) – LORV Prepaid Expenses
 Schedule 1.1(bbbbbb) – LORV Promissory Notes
 Schedule 1.1(gggggg) – LORV Timeshare Agreements
 Schedule 1.1(iiiiii) – LORV Trust Agreement Lands
 Schedule 1.1(jjjjjj) – LORV Vehicles

The following are the exhibits annexed hereto:

Exhibit A – Fairmont Trust Agreement (Amendment and Restatement)
 Exhibit B – LOR Trust Agreement
 Exhibit C – LORV Trust Agreement (Amendment and Restatement)
 Exhibit D – Surrender (Fairmont)
 Exhibit E – Surrender (LOR)
 Exhibit F – Surrender (LORV)

ARTICLE 2 **SURRENDER OF FORECLOSED ASSETS**

2.1 Surrender of Foreclosed Assets

Subject to the terms and conditions of this Agreement, at the Time of Vesting, the Debtors shall transfer, assign, convey and surrender to the Creditor, and the Creditor shall accept the transfer, assignment, conveyance and surrender by the Debtors of, the Foreclosed Assets free and clear of all Encumbrances, other than Permitted Encumbrances.

2.2 Conveyance

The Creditor may, in its discretion, direct the Debtors to convey title to the Foreclosed Assets, or any part or parts thereof, to one or more of the Creditors nominees.

2.3 Consideration

Subject to the Vesting occurring, as consideration for the transfer, assignment, conveyance and surrender to the Creditor or its nominees of the Foreclosed Assets free and clear of all Encumbrances, other than Permitted Encumbrances, the Creditor shall provide the following consideration to the Debtors (the “Consideration”):

- (a) The Debtors acknowledge that, at the date hereof, that the Debtors are indebted to the Creditor in the amount of \$18,596,933 in respect of the Series B Loan and accrued interest and in the amount of \$35,242,697 in respect of the Series 1&2 Loan and accrued interest and:

- (i) \$15,100,508 of the indebtedness of Fairmont to the Creditor in respect of the Series B Loan and accrued interest; and
- (ii) \$28,704,309 of the indebtedness of Fairmont to the Creditor in relation to the Series 1&2 Loan and accrued interest;

shall be deemed to be satisfied and discharged.

- (b) In addition to the satisfaction and discharge of indebtedness pursuant to Section 2.3(a), the Creditor shall pay to the Debtors at the Time of Vesting the following amounts, without duplication:
 - (i) the amount outstanding under the DIP Credit Facility on the Vesting Date (the "**DIP Payment**");
 - (ii) the amount due under the KERP during the period from March 30, 2009 to the Vesting Date (the "**KERP Payment**"); and
 - (iii) the amounts secured by the administration charge and a directors' charge under the CCAA Order at the Vesting Date (the "**Administration Payment**").
- (c) The Creditor will assume liability for payment of suppliers that have supplied goods or services to the Debtors during the period from the date of the CCAA Order to the Vesting Date but have not been paid for such goods and services at the Time of Vesting (the "**Supplier Payment**").

2.4 Vesting Statement

At least one (1) Business Day prior to the Vesting Date, the Debtors shall deliver to the Creditor a statement certified by the Monitor ("**Vesting Statement**") setting out the amounts of the DIP Payment, the KERP Payment and the Administration Payment. The Vesting Statement shall also set out the estimated amount of the Supplier Payment, the name of each unpaid supplier and the estimated amount of the payment owing to each unpaid supplier. Promptly on the request of the Creditor, the Debtors shall provide to the Creditor such information as the Creditor may require to verify the amounts set out on the Vesting Statement.

2.5 No Assumption of Retained Liabilities

For greater certainty, the Creditor shall not assume any Retained Liabilities of any nature or kind.

2.6 GST and British Columbia PST

- (a) The Consideration does not include GST or British Columbia PST. At Vesting, the Creditor shall pay to the Debtors by certified cheque or bank draft an amount equal to GST on that portion of the Consideration to which GST is applicable unless the surrender herein is not subject to GST either because section 183 of the ETA applies or no GST is payable pursuant to an election described in section 2.6(b). The Debtors shall remit such amount to the appropriate taxation authorities in accordance with the applicable provisions of the ETA.
- (b) Provided the Parties are legally able to do so, the Parties shall jointly elect under section 167 of the ETA, in the prescribed form and containing the prescribed information to permit the Foreclosed Assets to be conveyed without GST being

payable with respect to the surrender thereof. The Parties shall jointly complete the election form and the Creditor covenants to file the said election form no later than the due date for the Creditor's GST return for the first reporting period in which GST would, in the absence of such election, become payable in connection with the Foreclosed Assets. The Creditor will provide the Debtors with a copy of such filing.

- (c) The Creditor shall be responsible for calculating and remitting the British Columbia PST to the appropriate taxation authorities in accordance with the applicable provisions of *Social Service Tax Act* (British Columbia).

ARTICLE 3 VESTING

3.1 Place of Vesting

Subject to the terms and conditions set forth in this Agreement and the satisfaction or waiver of the conditions set out in Article 4, the completion of the surrender of the Foreclosed Assets and transactions contemplated by this Agreement (the "Vesting") shall take place at the offices of Borden Ladner Gervais LLP, at Calgary, Alberta on the Vesting Date, or at such other location and on such other date as the Debtors and the Creditor may mutually agree.

3.2 Effective Time of Transfer

The transfer and assignment of the Foreclosed Assets from the Debtors to the Creditor shall be effective as of the Vesting Date; however, title to and risk and possession of the Foreclosed Assets shall not pass to the Creditor until Vesting, provided Vesting occurs.

3.3 Deliveries at Vesting

- (a) At Vesting, the Debtors shall table the following:
 - (i) Surrender (Fairmont), Surrender (LOR) and Surrender (LORV);
 - (ii) Specific Conveyances in accordance with the directions referred to in section 3.3(b)(i) conveying the Foreclosed Assets, or part or parts thereof to the Creditor or its nominee or nominees in accordance with such directions;
 - (iii) the minute books of the subsidiary corporations of Fairmont the shares of which are included in Fairmont Subsidiary Shares and of the subsidiary corporations of LOR the shares of which are included in LOR Subsidiary Shares
 - (iv) the share certificates representing the Fairmont Subsidiary Shares and the LOR Subsidiary Shares duly endorsed for transfer to the Creditor or, at the direction of the Creditor, its nominee or nominees;
 - (v) a written confirmation executed by the Debtors confirming (i) the amount of the Series B Loan and Series 1&2 Loan and interest accrued thereon remaining outstanding at the Vesting Date to the extent not discharged and satisfied by the surrender of the Foreclosed Assets, (ii) that none of the REIT C Loan or interest accrued thereon was satisfied or discharged by the surrender of the Foreclosed Assets and (iii) that the Joint Security continues to secure the indebtedness

remaining outstanding in relation to the Series B Loan and Series 1&2 Loan and interest accruing thereon and the REIT C Loan and interest accruing thereon;

- (vi) a written confirmation by the Debtors that the payments by SMP pursuant to the confirmation and undertakings referred to in Section 3.3(b)(iv) satisfies and discharges the obligation of the Creditor to pay the DIP Payment, the KERP Payment and the Administration Payment to the Debtors pursuant to Section 2.3(b);
 - (vii) resignations, discharges and releases, satisfactory to the Creditor, of all directors and officers of the corporations the shares of which are included in the Fairmont Subsidiary Shares or the LOR Subsidiary Shares;
 - (viii) a statement certified by the Monitor, updating the estimate amount of the Supplier Payment set out in the Vesting Statement to the Vesting Date setting out each supplier and the estimated amount owing to each supplier at the Vesting Date; and
 - (ix) such other items as may be specifically required hereunder.
- (b) At Vesting, Creditor shall table the following:
- (i) written directions to the Debtors directing the Debtors to convey the Foreclosed Assets, or a part or parts thereof, to the Creditor or its nominee or nominees;
 - (ii) a certified copy of the Vesting Order;
 - (iii) a written confirmation executed by the Creditor showing (A) the amount of the Series B Loan and interest accrued thereon, and of the Series 1&2 Loan and interest accrued thereon, in each case at the Vesting Date, (B) confirming that, to the extent of the Consideration, such amounts have been satisfied and discharged and (C) showing the remaining balance of the Series B Loan and accrued interest and of the Series 1&2 Loan and accrued interest at the Vesting Date after such satisfaction and discharge;
 - (iv) the written confirmation and undertakings of SMP referred to in Section 4.1(p);
 - (v) an assumption agreement between the Creditor and the Debtors in respect of the Supplier Payment owing to suppliers;
 - (vi) such other items as may be specifically required hereunder; and
 - (vii) a certified copy of the Monitor's Certificate.

In addition, the Creditor will execute the Surrender (Fairmont), Surrender (LOR), Surrender (LORV) and any of Specific Conveyances reasonably required to be executed by the Creditor.

- (c) The items tabled at Vesting pursuant to sections 3.3(a) and 3.3(b) shall be delivered and held in escrow until (i) all of such items have been tabled and each of the Parties has executed the documents required to be executed by it and acknowledged that it is satisfied with such items and documents, whereupon such

escrow shall be terminated and the items described in section 3.3(a) shall be delivered to the Creditor and the items described in section 3.3(b) shall be delivered to the Debtors and the Vesting shall have occurred. If such escrow is not released on or before 5:00 p.m. on the Vesting Date and the Parties do not agree to an extension of the escrow, the Vesting shall not occur, and the Surrender (Fairmont), Surrender (LOR), Surrender (LORV) and Specific Conveyances will be destroyed and the balance of the documents tabled by a Party pursuant to this section 3.3 shall be returned to such Party. Nothing contained herein shall be construed as entitling the Creditor or the Debtors to unreasonably withhold or arbitrarily delay its acknowledgement of satisfaction with the documents tabled or its agreement to extend the escrow if corrections are required to such documents.

ARTICLE 4

CONDITIONS PRECEDENT TO THE PERFORMANCE BY THE PARTIES OF THEIR OBLIGATIONS UNDER THIS AGREEMENT

4.1 Creditor's Vesting Conditions

The obligation of the Creditor to accept the surrender of the Foreclosed Assets and complete the transactions contemplated hereby shall also be subject to the satisfaction of, or compliance with, at or before the Time of Vesting, each of the following conditions (each of which is hereby acknowledged to be inserted for the exclusive benefit of the Creditor):

(a) Receipt of Vesting Documentation

All documentation relating to the completion of the surrender the Foreclosed Assets and the due transfer to the Creditor or its nominees of the Foreclosed Assets, free and clear of all Encumbrances other than Permitted Encumbrances and all actions and proceedings taken on or prior to the Vesting Date in connection with the performance by the Debtors of their obligations, covenants and agreements under this Agreement shall be satisfactory to the Creditor and its counsel, acting reasonably, and the Creditor shall have received copies of all such documentation or other evidence as it may reasonably require in order to establish the consummation of the transactions contemplated hereby and the taking of all Court proceedings in connection therewith in compliance with these conditions, in form and substance satisfactory to the Creditor and its counsel, acting reasonably.

(b) Approvals and Consents

All necessary or desirable approvals, amendments, licences, permits, agreements and consents (governmental, regulatory, contractual, corporate or otherwise) required or desirable, in the opinion of the Creditor, in order to complete the surrender of the Foreclosed Assets to the Creditor or permit the Creditor to carry on the Businesses, including, without limitation, all consents (if any) required under federal or provincial rules, regulations, laws and orders as a result of the transfer of the Foreclosed Assets to the Creditor, in each case satisfactory to the Creditor, and compliance with any conditions thereof, required in connection with the completion of any of the transactions contemplated by this Agreement, the execution of this Agreement, the Vesting and the Creditor is satisfied that or the performance of any of the terms and conditions hereof and thereof shall have been obtained and complied with on or before the Time of Vesting.

(c) No Action to Restrain

No action, suit or proceeding shall have been threatened or taken before or by any court, tribunal or governmental agency or other regulatory body or administrative agency or commission or private person (including, without limitation, any individual, corporation, firm, group or entity), whether or not having the force of law, and no law, regulation or policy shall have been proposed, enacted, promulgated or applied, which has the effect to join, prohibit or impose material limitation or conditions on the surrender of the Foreclosed Assets and Businesses or the right of the Creditor to own or exercise full rights of ownership in respect of the Foreclosed Assets and Businesses.

(d) Vesting Order

The Debtors shall have delivered the Vesting Statement to the Creditor and the Vesting Statement shall be satisfactory to the Creditor.

(e) Vesting Order

The Court shall have issued the Vesting Order and the Vesting Order shall be satisfactory to the Creditor. The Court shall have issued the Vesting Order and the Vesting Order shall be satisfactory to the Creditor and effective to vest title to the Foreclosed Assets in the Creditor and in LOR Limited Partnership, the Northmont Limited Partnership the LORV Limited Partnership and Carthew as contemplated by this Agreement, the Asset Transfer Agreements, the Fairmont Trust Agreement (Amendment and Restatement), the LORV Trust Agreement (Amendment and Restatement) and the LOR Trust Agreement, free and clear of all Encumbrances except for Permitted Encumbrances.

(f) Transfer or Reissue of other Permits

The Permits necessary to permit the Creditor to carry on the Businesses as it is presently being carried on shall have been transferred or reissued to the Creditor without any material changes to their respective terms and conditions.

(g) Marina Lease/Licence

The transfer of the marina licence and all plans and approvals with respect to the expansion of the marina to the Creditor or its nominee shall have been authorized on terms and conditions satisfactory to the Creditor.

(h) Employee Assurances

The Creditor shall have received written confirmation from not less than 80% of the employees of the Businesses that they are prepared to accept employment with the Creditor after the Vesting Date on terms and conditions substantially the same as their existing employment arrangements.

(i) Financing

The Creditor shall have obtained, on terms satisfactory to the Creditor, such financing as it considers necessary to carry on the Businesses following Vesting and to pay the DIP Payment, the KERP Payment, the Administration Charge and the Supplier Payment.

(j) **Agreements with Carthew and the Corporation**

The following agreements with shall have been entered into:

- (i) the Fairmont Trust Agreement (Amendment and Restatement) with Northmont Resort Properties Ltd., as general partner of the Northmont Limited Partnership shall have been entered into by Carthew and the Corporation;
- (ii) the LORV Trust Agreement (Amendment and Restatement) with the Lorwynd Resort Properties Ltd., as general partner of Lorwynd Limited Partnership shall have been entered into by Carthew and the Corporation; and
- (iii) the LOR Trust Agreement with the LOR Resort Properties Ltd., as general partner of LOR Limited Partnership shall have been entered into by Carthew and the Corporation.

(k) **Settlement with Resort Funding LLC**

The Creditor shall have entered into an agreement with Resort Funding LLC settling, on terms satisfactory to the Creditor, Resort Funding LLC's claims against the Fairmont Promissory Notes and the LORV Promissory Notes.

(l) **Indemnity Agreement**

The Creditor shall have entered into:

- (i) an indemnity agreement with Murray Moore indemnifying him against liabilities arising from having acted as (A) Chief Restructuring Officer for Fairmont during the period from March 30, 2009 to the Vesting Date (the "**Indemnity Period**") substantially to the same extent as he was indemnified under the CCAA Order while acting as Chief Restructuring Officer and (B) as a director and officer of subsidiaries of Fairmont during the Indemnity Period substantially to the same extent as he was indemnified during the indemnity period; and
- (ii) an indemnity agreement with Patrick Fitzsimonds indemnifying him against liabilities arising from having acted as Chief Operating Officer during the Indemnity Period substantially to the same extent as he was indemnified during the Indemnity Period.

(m) **Amounts Set Out on Vesting Statement**

The amounts of the DIP Payment, the KERP Payment, the Administration Payment and the estimate of the Suppliers Payment set out in the Vesting Statement shall be acceptable to the Creditor

(n) **Release Agreement**

The Creditor shall have entered into an agreement with FRPL Management releasing, on terms satisfactory to the Creditor, FRPL Management's claim against the Fairmont Foreclosed Assets pursuant to the Joint Security.

(o) **Immediate Transfer by the Creditor**

The Creditor and each of the other parties thereto shall have entered in each of the Asset Transfer Agreements, and the transfers contemplated thereby have been approved in the Vesting Order, such that the transactions contemplated by the Asset Transfer Agreements shall be completed contemporaneously with the completion of this Agreement on the Vesting Date.

(p) **Confirmation and Undertakings**

Messrs. Shinnour, Matkin and Pichette ("SMP"), as counsel on behalf of Northmont Limited Partnership, LOR Limited Partnership and Lorwynd Limited Partnership (the "**Limited Partnerships**"), shall have delivered a written confirmation to Ernst & Young Inc., in its capacity as Monitor pursuant to the CCAA Order (the "**Monitor**") and Century Services Inc. ("**Century**") that SMP is holding sufficient funds in trust from financing proceeds arranged by the Limited Partnership to satisfy the DIP Payment, the KERP Payment and the Administration Payment and shall have delivered (i) a written undertaking in favour of the Monitor to pay the Monitor the amount of the KERP Payment and the Administration Payment and (ii) a written undertaking in favour of 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 the Vesting Order for registration and receipt by SMP of confirmation of pending registration numbers from the applicable British Columbia Land Title Office.

4.2 **Waiver by Creditor**

If any of the conditions set forth in section 4.1 have not been fulfilled, performed or satisfied at or prior to the times set forth in such sections, or the Vesting has not occurred by the Outside Vesting Date, the Creditor may, by written notice to the Debtors, terminate all of its obligations hereunder and the Creditor shall be released from all its obligations under this Agreement. Any of such conditions may be waived in whole or in part by the Creditor by instrument in writing given to the Debtors without prejudice to any of the Creditor's rights of termination in the event of non-performance of any other condition, obligation or covenant in whole or in part.

ARTICLE 5 GENERAL

5.1 Further Assurances

The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after Vesting.

5.2 Assignment and Enurement

Neither this Agreement nor any benefits or duties accruing under this Agreement shall be assignable by any Party without the prior written consent of each of the other Parties, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

5.3 Entire Agreement

This Agreement, and any document delivered pursuant to this Agreement, constitutes the entire agreement between the Parties with respect to the matters herein and supersedes all prior agreements, understandings, negotiations and discussions relating to the subject matter hereof. There are no other covenants, agreements, representations, warranties or conditions, whether direct or collateral, express or implied, that form part of or affect this Agreement except as otherwise provided in this Agreement. The execution of this Agreement has not been induced by, nor do any of the Parties rely upon or regard as material, any representations, promises, agreements or statements not incorporated into this Agreement including any documents or information in any due diligence examinations and data reviews. This Agreement shall not be amended, added to or qualified except by written agreement signed by all of the Parties.

5.4 Waiver

Except as otherwise expressly set out herein, no waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence or forbearance by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all covenants in this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of these Agreements, at any other time.

5.5 Severability

If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable: (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Person or circumstance shall not be affected thereby; and (b) the Parties will negotiate in good faith to amend this Agreement to implement the intentions set forth herein. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.6 Counterparts

This Agreement may be signed in one or more counterparts, each of which once signed shall be deemed to be an original. All such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution of any counterpart, each counterpart shall be deemed to bear the effective date set forth below.

5.7 Governing Law and Jurisdiction for Disputes

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and shall be treated, in all respects, as an Alberta contract.

5.8 Consent

Where a provision of this Agreement requires an approval or consent by a Party to this Agreement and written notification of such approval or consent is not delivered within the applicable time in accordance with this Agreement, then the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

5.9 Counterparts and Facsimile Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by Transmission and the signature transmitted by Transmission shall be deemed to be its original signature for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS IS THE EXECUTION PAGE OF THE FORECLOSURE AGREEMENT DATED JUNE 15, 2010 AMONG THE
PARTIES LISTED BELOW

IN WITNESS WHEREOF the Parties have hereunto duly executed this Agreement on the date first
above written.

FAIRMONT RESORT PROPERTIES LTD.

Per: Mune Mone
Name:
Title:

**LAKE OKANAGAN RESORT VACATION
(2001) LTD.**

Per: Mune Mone
Name:
Title:

LAKE OKANAGAN RESORT (2001) LTD.

Per: Mune Mone
Name:
Title:

NORTHWYND LIMITED PARTNERSHIP
by its general partner
NORTHWYND RESORT PROPERTIES LTD.

Per: [Signature]
Name:
Title:

SCHEDULE 1.1(dd)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT CASH (NORTHMONT)

None.

SCHEDULE 1.1(ee)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT CASH (NORTHWYND)

1. Canadian Imperial Bank of Commerce, 1222 7th Avenue, Invermere, BC
 - (a) Account Number 35-15915
 - (b) Account Number 02-02916
 - (c) Account Number 35-16016
 - (d) Account Number 14-85733
2. Bank of Montreal, 1241, 7th Avenue, Invermere, BC
 - (a) Account Number 1020-388
 - (b) Account Number 1009-322
3. TD Canada Trust, Calgary Place Personal Banking Centre, 340 5th Avenue, Calgary, AB
 - (a) Account Number 0805-5339465

SCHEDULE 1.1(gg)

To the Foreclosure Agreement dated June 15, 2010 among Fairmont Resort Properties Ltd, Lake Okanagan Resort Vacation (2001) Ltd., Lake Okanagan Resort (2001) Ltd. and Northwynd Resort Properties Limited Partnership.

FAIRMONT CHATTELS (NORTHMONT)

The following chattels located at Fairmont Resort Properties, which is located at 5129 Riverview Gate Road, Fairmont Hot Springs, British Columbia V0B 1L1.

100 BUILDING RIVERSIDE FAIRMONT RESORT PROPERTIES

Description	Make	Model	Quantity
100 Building Riverside Refrigerator with Freezer	GE	LW15JYPRW-1	10
100 Building Riverside Stove	GE True Temp	JCBP26W0J1WW	10
100 Building Riverside Microwave	GE Space Maker	XL1400	20
100 Building Riverside Dishwasher	GE Quiet Power	GSD2304K00WW	10
100 Building Riverside 6 Person Square Dining Room Table	N/A	N/A	10
100 Building Riverside Wood Dining Room Chairs	N/A	N/A	60
100 Building Riverside Rectangular Wooden Coffee Table	N/A	N/A	20
100 Building Riverside Hideabed Sofa	N/A	N/A	20
100 Building Riverside Cushion Chair	N/A	N/A	20
100 Building Riverside Square End Table	N/A	N/A	20
100 Building Riverside CD Player	Hitachi	FX-6	20
100 Building Riverside 26" TV	Toshiba	26HL37	10
100 Building Riverside DVD Player	Sony	DVPSR400P	10
100 Building Riverside Queen Size Bed Headboard	N/A	N/A	20
100 Building Riverside Nightstand	N/A	N/A	20
100 Building Riverside 3 Drawer Dresser	N/A	N/A	10
100 Building Riverside Small Cushion Chair	N/A	N/A	20
100 Building Riverside 27" TV	Toshiba	27AF46C	10
100 Building Riverside Round Patio Table	N/A	N/A	10
100 Building Riverside Plastic Patio Chairs	N/A	N/A	70
100 Building Riverside Small Square Patio Table	N/A	N/A	15
100 Building Riverside BBQ	Broil King	10086-K401	20
100 Building Riverside DVD Player	Toshiba	SD 3990 SC	10
100 Building Riverside Table Lamp	N/A	N/A	60
100 Building Riverside Floor Lamp	N/A	N/A	10
100 Building Riverside A/C Unit	Climette	N/A	20
100 Building Riverside Queen Mattress and Box Spring	Serta	75664	20
100 Building Riverside Fireplace	Montigo	E34DV	20
100 Building Riverside Triangular Kitchen Table	N/A	N/A	10
100 Building Riverside Dining Room Chairs	N/A	N/A	20
100 Building Riverside One Drawer Nighstand	N/A	N/A	20

100 Building Riverside Metal Bed Frame	N/A	N/A	10
100 Building Riverside 19" TV	Magnavox	XR1941C121	20
100 Building Riverside Phone	Aastra Telecom	8004	20
100 Building Riverside Washer	GE	Heavy Duty	10
100 Building Riverside Dryer	GE	N/A	10
100 Building Riverside Apartment Size Refrigerator	GE	E517189	10
100 Building Riverside 2 Burner Stove Top	Modern Maid	N/A	10

**200 BUILDING RIVERSIDE
FAIRMONT RESORT PROPERTIES**

Description	Make	Model	Quantity
200 Building Riverside Refrigerator with Freezer	GE	LW15JYPRW-1	10
200 Building Riverside Stove	GE True Temp	JCBP26W0J1WW	10
200 Building Riverside Microwave	GE Space Maker	XL1400	20
200 Building Riverside Dishwasher	GE Quiet Power	GSD2304K00WW	10
200 Building Riverside 6 Person Square Dining Room Table	N/A	N/A	10
200 Building Riverside Wood Dining Room Chairs	N/A	N/A	60
200 Building Riverside Rectangular Wooden Coffee Table	N/A	N/A	20
200 Building Riverside Hideabed Sofa	N/A	N/A	20
200 Building Riverside Cushion Chair	N/A	N/A	20
200 Building Riverside Square End Table	N/A	N/A	20
200 Building Riverside CD Player	Hitachi	FX-6	20
200 Building Riverside 26" TV	Toshiba	26HL37	10
200 Building Riverside DVD Player	Sony	DVPSR400P	10
200 Building Riverside Queen Size Bed Headboard	N/A	N/A	20
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200 Building Riverside Small Cushion Chair	N/A	N/A	20
200 Building Riverside 27" TV	Toshiba	27AF46C	10
200 Building Riverside Round Patio Table	N/A	N/A	10
200 Building Riverside Plastic Patio Chairs	N/A	N/A	70
200 Building Riverside Small Square Patio Table	N/A	N/A	15
200 Building Riverside BBQ	Broil King	10086-K401	20
200 Building Riverside DVD Player	Toshiba	SD 3990 SC	10
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200 Building Riverside Floor Lamp	N/A	N/A	10
200 Building Riverside A/C Unit	Climette	N/A	20
200 Building Riverside Queen Mattress and Box Spring	Serta	75664	20
200 Building Riverside Electric Fireplace			20
200 Building Riverside Triangular Kitchen Table	N/A	N/A	10
200 Building Riverside Dining Room Chairs	N/A	N/A	20
200 Building Riverside One Drawer Nighstand	N/A	N/A	20
200 Building Riverside Metal Bed Frame	N/A	N/A	10
200 Building Riverside 19" TV	Magnavox	XR1941C121	20
200 Building Riverside Phone	Aastra Telecom	8004	20
200 Building Riverside Washer	GE	Heavy Duty	10
200 Building Riverside Dryer	GE	N/A	10
200 Building Riverside Apartment Size Refrigerator	GE	E517189	10
200 Building Riverside 2 Burner Stove Top	Modern Maid	N/A	10

**300 BUILDING RIVERSIDE
FAIRMONT RESORT PROPERTIES**

Description	Make	Model	Quantity
300 Building Riverside Refrigerator with Freezer	GE	LW15JYPRW-1	10
300 Building Riverside Stove	GE True Temp	JCBP26W0J1WW	10
300 Building Riverside Microwave	GE Space Maker	XL1400	20
300 Building Riverside Dishwasher	GE Quiet Power	GSD2304K00WW	10
300 Building Riverside 6 Person Square Dining Room Table	N/A	N/A	10
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300 Building Riverside Cushion Chair	N/A	N/A	20
300 Building Riverside Square End Table	N/A	N/A	20
300 Building Riverside CD Player	Hitachi	FX-6	20
300 Building Riverside 26" TV	Toshiba	26HL37	10
300 Building Riverside DVD Player	Sony	DVPSR400P	10
300 Building Riverside Queen Size Bed Headboard	N/A	N/A	20
300 Building Riverside Nightstand	N/A	N/A	20
300 Building Riverside 3 Drawer Dresser	N/A	N/A	10
300 Building Riverside Small Cushion Chair	N/A	N/A	20
300 Building Riverside 27" TV	Toshiba	27AF46C	10
300 Building Riverside Round Patio Table	N/A	N/A	10
300 Building Riverside Plastic Patio Chairs	N/A	N/A	70
300 Building Riverside Small Square Patio Table	N/A	N/A	15
300 Building Riverside BBQ	Broil King	10086-K401	20
300 Building Riverside DVD Player	Toshiba	SD 3990 SC	10
300 Building Riverside Table Lamp	N/A	N/A	60
300 Building Riverside Floor Lamp	N/A	N/A	10
300 Building Riverside A/C Unit	Climette	N/A	20
300 Building Riverside Queen Mattress and Box Spring	Serta	75664	20
300 Building Riverside Electric Fireplace			20
300 Building Riverside Triangular Kitchen Table	N/A	N/A	10
300 Building Riverside Dining Room Chairs	N/A	N/A	20
300 Building Riverside One Drawer Nighstand	N/A	N/A	20
300 Building Riverside Metal Bed Frame	N/A	N/A	10
300 Building Riverside 19" TV	Magnavox	XR1941C121	20
300 Building Riverside Phone	Aastra Telecom	8004	20
300 Building Riverside Washer	GE	Heavy Duty	10
300 Building Riverside Dryer	GE	N/A	10
300 Building Riverside Apartment Size Refrigerator	GE	E517189	10
300 Building Riverside 2 Burner Stove Top	Modern Maid	N/A	10

**400 BUILDING RIVERSIDE
FAIRMONT RESORT PROPERTIES**

Description	Make	Model	Quantity
400 Building Riverside Refrigerator with Freezer	GE	LW15JYPRW-1	10
400 Building Riverside Stove	GE True Temp	JCBP26W0J1WW	10
400 Building Riverside Microwave	GE Space Maker	XL1400	20
400 Building Riverside Dishwasher	GE Quiet Power	GSD2304K00WW	10
400 Building Riverside 6 Person Square Dining Room Table	N/A	N/A	10
400 Building Riverside Wood Dining Room Chairs	N/A	N/A	60
400 Building Riverside Rectangular Wooden Coffee Table	N/A	N/A	20
400 Building Riverside Hideabed Sofa	N/A	N/A	20
400 Building Riverside Cushion Chair	N/A	N/A	20
400 Building Riverside Square End Table	N/A	N/A	20
400 Building Riverside CD Player	Hitachi	FX-6	20
400 Building Riverside 26" TV	Toshiba	26HL37	10
400 Building Riverside DVD Player	Sony	DVPSR400P	10
400 Building Riverside Queen Size Bed Headboard	N/A	N/A	20
400 Building Riverside Nightstand	N/A	N/A	20
400 Building Riverside 3 Drawer Dresser	N/A	N/A	10
400 Building Riverside Small Cushion Chair	N/A	N/A	20
400 Building Riverside 27" TV	Toshiba	27AF46C	10
400 Building Riverside Round Patio Table	N/A	N/A	10
400 Building Riverside Plastic Patio Chairs	N/A	N/A	70
400 Building Riverside Small Square Patio Table	N/A	N/A	15
400 Building Riverside BBQ	Broil King	10086-K401	20
400 Building Riverside DVD Player	Toshiba	SD 3990 SC	10
400 Building Riverside Table Lamp	N/A	N/A	60
400 Building Riverside Floor Lamp	N/A	N/A	10
400 Building Riverside A/C Unit	Climette	N/A	20
400 Building Riverside Queen Mattress and Box Spring	Serta	75664	20
400 Building Riverside Electric Fireplace			20
400 Building Riverside Triangular Kitchen Table	N/A	N/A	10
400 Building Riverside Dining Room Chairs	N/A	N/A	20
400 Building Riverside One Drawer Nighstand	N/A	N/A	20
400 Building Riverside Metal Bed Frame	N/A	N/A	10
400 Building Riverside 19" TV	Magnavox	XR1941C121	20
400 Building Riverside Phone	Aastra Telecom	8004	20
400 Building Riverside Washer	GE	Heavy Duty	10
400 Building Riverside Dryer	GE	N/A	10
400 Building Riverside Apartment Size Refrigerator	GE	E517189	10
400 Building Riverside 2 Burner Stove Top	Modern Maid	N/A	10

**500 BUILDING RIVERSIDE
FAIRMONT RESORT PROPERTIES**

Description	Make	Model	Quantity
500 Building Riverside Refrigerator with Freezer	GE	LW15JYPRW-1	10
500 Building Riverside Stove	GE True Temp	JCBP26W0J1WW	10
500 Building Riverside Microwave	GE Space Maker	XL1400	20
500 Building Riverside Dishwasher	GE Quiet Power	GSD2304K00WW	10
500 Building Riverside 6 Person Square Dining Room Table	N/A	N/A	10
500 Building Riverside Wood Dining Room Chairs	N/A	N/A	60
500 Building Riverside Rectangular Wooden Coffee Table	N/A	N/A	20
500 Building Riverside Hideabed Sofa	N/A	N/A	20
500 Building Riverside Cushion Chair	N/A	N/A	20
500 Building Riverside Square End Table	N/A	N/A	20
500 Building Riverside CD Player	Hitachi	FX-6	20
500 Building Riverside 26" TV	Toshiba	26HL37	10
500 Building Riverside DVD Player	Sony	DVPSR400P	10
500 Building Riverside Queen Size Bed Headboard	N/A	N/A	20
500 Building Riverside Nightstand	N/A	N/A	20
500 Building Riverside 3 Drawer Dresser	N/A	N/A	10
500 Building Riverside Small Cushion Chair	N/A	N/A	20
500 Building Riverside 27" TV	Toshiba	27AF46C	10
500 Building Riverside Round Patio Table	N/A	N/A	10
500 Building Riverside Plastic Patio Chairs	N/A	N/A	70
500 Building Riverside Small Square Patio Table	N/A	N/A	15
500 Building Riverside BBQ	Broil King	10086-K401	20
500 Building Riverside DVD Player	Toshiba	SD 3990 SC	10
500 Building Riverside Table Lamp	N/A	N/A	60
500 Building Riverside Floor Lamp	N/A	N/A	10
500 Building Riverside A/C Unit	Climette	N/A	20
500 Building Riverside Queen Mattress and Box Spring	Serta	75664	20
500 Building Riverside Electric Fireplace			20
500 Building Riverside Triangular Kitchen Table	N/A	N/A	10
500 Building Riverside Dining Room Chairs	N/A	N/A	20
500 Building Riverside One Drawer Nighstand	N/A	N/A	20
500 Building Riverside Metal Bed Frame	N/A	N/A	10
500 Building Riverside 19" TV	Magnavox	XR1941C121	20
500 Building Riverside Phone	Aastra Telecom	8004	20
500 Building Riverside Washer	GE	Heavy Duty	10
500 Building Riverside Dryer	GE	N/A	10
500 Building Riverside Apartment Size Refrigerator	GE	E517189	10
500 Building Riverside 2 Burner Stove Top	Modern Maid	N/A	10

**600 BUILDING RIVERSIDE
FAIRMONT RESORT PROPERTIES**

Description	Make	Model	Quantity
600 Building Riverside Refrigerator with Freezer	GE	LW15JYPRW-1	10
600 Building Riverside Stove	GE True Temp	JCBP26W0J1WW	10
600 Building Riverside Microwave	GE Space Maker	XL1400	20
600 Building Riverside Dishwasher	GE Quiet Power	GSD2304K00WW	10
600 Building Riverside 6 Person Square Dining Room Table	N/A	N/A	10
600 Building Riverside Wood Dining Room Chairs	N/A	N/A	60
600 Building Riverside Rectangular Wooden Coffee Table	N/A	N/A	20
600 Building Riverside Hideabed Sofa	N/A	N/A	20
600 Building Riverside Cushion Chair	N/A	N/A	20
600 Building Riverside Square End Table	N/A	N/A	20
600 Building Riverside CD Player	Hitachi	FX-6	20
600 Building Riverside 26" TV	Toshiba	26HL37	10
600 Building Riverside DVD Player	Sony	DVPSR400P	10
600 Building Riverside Queen Size Bed Headboard	N/A	N/A	20
600 Building Riverside Nightstand	N/A	N/A	20
600 Building Riverside 3 Drawer Dresser	N/A	N/A	10
600 Building Riverside Small Cushion Chair	N/A	N/A	20
600 Building Riverside 27" TV	Toshiba	27AF46C	10
600 Building Riverside Round Patio Table	N/A	N/A	10
600 Building Riverside Plastic Patio Chairs	N/A	N/A	70
600 Building Riverside Small Square Patio Table	N/A	N/A	15
600 Building Riverside BBQ	Broil King	10086-K401	20
600 Building Riverside DVD Player	Toshiba	SD 3990 SC	10
600 Building Riverside Table Lamp	N/A	N/A	60
600 Building Riverside Floor Lamp	N/A	N/A	10
600 Building Riverside A/C Unit	Climette	N/A	20
600 Building Riverside Queen Mattress and Box Spring	Serta	75664	20
600 Building Riverside Electric Fireplace			20
600 Building Riverside Triangular Kitchen Table	N/A	N/A	10
600 Building Riverside Dining Room Chairs	N/A	N/A	20
600 Building Riverside One Drawer Nighstand	N/A	N/A	20
600 Building Riverside Metal Bed Frame	N/A	N/A	10
600 Building Riverside 19" TV	Magnavox	XR1941C121	20
600 Building Riverside Phone	Aastra Telecom	8004	20
600 Building Riverside Washer	GE	Heavy Duty	10
600 Building Riverside Dryer	GE	N/A	10
600 Building Riverside Apartment Size Refrigerator	GE	E517189	10
600 Building Riverside 2 Burner Stove Top	Modern Maid	N/A	10

**700 BUILDING RIVERSIDE
FAIRMONT RESORT PROPERTIES**

Description	Make	Model	Quantity
700 Building Riverside Refrigerator with Freezer	GE	LW15JYPRW-1	10
700 Building Riverside Stove	GE True Temp	JCBP26W0J1WW	10
700 Building Riverside Microwave	GE Space Maker	XL1400	20
700 Building Riverside Dishwasher	GE Quiet Power	GSD2304K00WW	10
700 Building Riverside 6 Person Square Dining Room Table	N/A	N/A	10
700 Building Riverside Wood Dining Room Chairs	N/A	N/A	60
700 Building Riverside Rectangular Wooden Coffee Table	N/A	N/A	20
700 Building Riverside Hideabed Sofa	N/A	N/A	20
700 Building Riverside Cushion Chair	N/A	N/A	20
700 Building Riverside Square End Table	N/A	N/A	20
700 Building Riverside CD Player	Hitachi	FX-6	20
700 Building Riverside 26" TV	Toshiba	26HL37	10
700 Building Riverside DVD Player	Sony	DVPSR400P	10
700 Building Riverside Queen Size Bed Headboard	N/A	N/A	20
700 Building Riverside Nightstand	N/A	N/A	20
700 Building Riverside 3 Drawer Dresser	N/A	N/A	10
700 Building Riverside Small Cushion Chair	N/A	N/A	20
700 Building Riverside 27" TV	Toshiba	27AF46C	10
700 Building Riverside Round Patio Table	N/A	N/A	10
700 Building Riverside Plastic Patio Chairs	N/A	N/A	70
700 Building Riverside Small Square Patio Table	N/A	N/A	15
700 Building Riverside BBQ	Broil King	10086-K401	20
700 Building Riverside DVD Player	Toshiba	SD 3990 SC	10
700 Building Riverside Table Lamp	N/A	N/A	60
700 Building Riverside Floor Lamp	N/A	N/A	10
700 Building Riverside A/C Unit	Climette	N/A	20
700 Building Riverside Queen Mattress and Box Spring	Serta	75664	20
700 Building Riverside Electric Fireplace			20
700 Building Riverside Triangular Kitchen Table	N/A	N/A	10
700 Building Riverside Dining Room Chairs	N/A	N/A	20
700 Building Riverside One Drawer Nighstand	N/A	N/A	20
700 Building Riverside Metal Bed Frame	N/A	N/A	10
700 Building Riverside 19" TV	Magnavox	XR1941C121	20
700 Building Riverside Phone	Aastra Telecom	8004	20
700 Building Riverside Washer	GE	Heavy Duty	10
700 Building Riverside Dryer	GE	N/A	10
700 Building Riverside Apartment Size Refrigerator	GE	E517189	10
700 Building Riverside 2 Burner Stove Top	Modern Maid	N/A	10

**800 BUILDING RIVERSIDE
FAIRMONT RESORT PROPERTIES**

Description	Make	Model	Quantity
800 Building Riverside Refrigerator with Freezer	GE	LW15JYPRW-1	10
800 Building Riverside Stove	GE True Temp	JCBP26W0J1WW	10
800 Building Riverside Microwave	GE Space Maker	XL1400	20
800 Building Riverside Dishwasher	GE Quiet Power	GSD2304K00WW	10
800 Building Riverside 6 Person Square Dining Room Table	N/A	N/A	10
800 Building Riverside Wood Dining Room Chairs	N/A	N/A	60
800 Building Riverside Rectangular Wooden Coffee Table	N/A	N/A	20
800 Building Riverside Hideabed Sofa	N/A	N/A	20
800 Building Riverside Cushion Chair	N/A	N/A	20
800 Building Riverside Square End Table	N/A	N/A	20
800 Building Riverside CD Player	Hitachi	FX-6	20
800 Building Riverside 26" TV	Toshiba	26HL37	10
800 Building Riverside DVD Player	Sony	DVPSR400P	10
800 Building Riverside Queen Size Bed Headboard	N/A	N/A	20
800 Building Riverside Nightstand	N/A	N/A	20
800 Building Riverside 3 Drawer Dresser	N/A	N/A	10
800 Building Riverside Small Cushion Chair	N/A	N/A	20
800 Building Riverside 27" TV	Toshiba	27AF46C	10
800 Building Riverside Round Patio Table	N/A	N/A	10
800 Building Riverside Plastic Patio Chairs	N/A	N/A	70
800 Building Riverside Small Square Patio Table	N/A	N/A	15
800 Building Riverside BBQ	Broil King	10086-K401	20
800 Building Riverside DVD Player	Toshiba	SD 3990 SC	10
800 Building Riverside Table Lamp	N/A	N/A	60
800 Building Riverside Floor Lamp	N/A	N/A	10
800 Building Riverside A/C Unit	Climette	N/A	20
800 Building Riverside Queen Mattress and Box Spring	Serta	75664	20
800 Building Riverside Electric Fireplace			20
800 Building Riverside Triangular Kitchen Table	N/A	N/A	10
800 Building Riverside Dining Room Chairs	N/A	N/A	20
800 Building Riverside One Drawer Nighstand	N/A	N/A	20
800 Building Riverside Metal Bed Frame	N/A	N/A	10
800 Building Riverside 19" TV	Magnavox	XR1941C121	20
800 Building Riverside Phone	Aastra Telecom	8004	20
800 Building Riverside Washer	GE	Heavy Duty	10
800 Building Riverside Dryer	GE	N/A	10
800 Building Riverside Apartment Size Refrigerator	GE	E517189	10
800 Building Riverside 2 Burner Stove Top	Modern Maid	N/A	10

1000 BUILDING HILLSIDE FAIRMONT RESORT PROPERTIES

Description	Make	Model	Quantity
1000 Building Hillside Refrigerator and Freezer	White Westinghouse	MRT180NEW3	16
1000 Building Hillside Stove	White Westinghouse	CMEF52CES-5	16
1000 Building Hillside Dishwasher	White Westinghouse	CDB415BXW0	32
1000 Building Hillside Microwave	GE Spacemaker	3B71806A	16
1000 Building Hillside 27" TV	Toshiba	CF27H40	32
1000 Building Hillside TV Unit	N/A	N/A	32
1000 Building Hillside DVD Player	Toshiba	SD399OSC	32
1000 Building Hillside CD Player	Sony	HCD-NE3	32
1000 Building Hillside Square Dining Room Table	N/A	N/A	16
1000 Building Hillside Dining Room Wooden Chairs	N/A	N/A	160
1000 Building Hillside Rectangular Wood Coffee Table	N/A	N/A	32
1000 Building Hillside Hideabed Sofa	N/A	N/A	32
1000 Building Hillside Love Seat	N/A	N/A	32
1000 Building Hillside Cushion Chair	N/A	N/A	16
1000 Building Hillside Table Lamp	N/A	N/A	32
1000 Building Hillside Floor Lamp	N/A	N/A	16
1000 Building Hillside End Table	N/A	N/A	32
1000 Building Hillside BBQ	Broil King	551-14	32
1000 Building Hillside King Mattress and Box Spring	Imperial	Back Sense	32
1000 Building Hillside Small Cushion Chair	N/A	N/A	32
1000 Building Hillside 6 Drawer Dresser	N/A	N/A	16
1000 Building Hillside 19" TV	Magnavox	XR1914C121	32
1000 Building Hillside Patio Table	N/A	N/A	16
1000 Building Hillside Plastic Patio Chair	N/A	N/A	128
1000 Building Hillside Small Plastic Patio Table	N/A	N/A	16
1000 Building Hillside Telephone	Mitel Superset	9171-000-010 SA	32
1000 Building Hillside Fireplace	Montigo	E34DV	32
1000 Building Hillside A/C Unit	Climette	N/A	32
1000 Building Hillside Apartment Size Refrigerator	White Westinghouse	MRT12CREW-1	16
1000 Building Hillside Microwave	White Westinghouse	ME903TW	16
1000 Building Hillside 4 Burner Stove Top	Kelvinator	N/A	16
1000 Building Hillside 4 Person Dining Room Table	N/A	N/A	16
1000 Building Hillside 2 Drawer Dresser	N/A	N/A	16
1000 Building Hillside Washer and Dryer Stacking Unit	GE	MLCE52CCS0	16

2000 BUILDING HILLSIDE FAIRMONT RESORT PROPERTIES

Description	Make	Model	Quantity
2000 Building Hillside Refrigerator and Freezer	White Westinghouse	MRT180NEW3	16
2000 Building Hillside Stove	White Westinghouse	CMEF52CES-5	16
2000 Building Hillside Dishwasher	White Westinghouse	CDB415BXW0	32
2000 Building Hillside Microwave	GE Spacemaker	3B71806A	16
2000 Building Hillside 27" TV	Toshiba	CF27H40	32
2000 Building Hillside TV Unit	N/A	N/A	32
2000 Building Hillside DVD Player	Toshiba	SD399OSC	32
2000 Building Hillside CD Player	Sony	HCD-NE3	32
2000 Building Hillside Square Dining Room Table	N/A	N/A	16
2000 Building Hillside Dining Room Wooden Chairs	N/A	N/A	160
2000 Building Hillside Rectangular Wood Coffee Table	N/A	N/A	32
2000 Building Hillside Hideabed Sofa	N/A	N/A	32
2000 Building Hillside Love Seat	N/A	N/A	32
2000 Building Hillside Cushion Chair	N/A	N/A	16
2000 Building Hillside Table Lamp	N/A	N/A	32
2000 Building Hillside Floor Lamp	N/A	N/A	16
2000 Building Hillside End Table	N/A	N/A	32
2000 Building Hillside BBQ	Broil King	551-14	32
2000 Building Hillside King Mattress and Box Spring	Imperial	Back Sense	32
2000 Building Hillside Small Cushion Chair	N/A	N/A	32
2000 Building Hillside 6 Drawer Dresser	N/A	N/A	16
2000 Building Hillside 19" TV	Magnavox	XR1914C121	32
2000 Building Hillside Patio Table	N/A	N/A	16
2000 Building Hillside Plastic Patio Chair	N/A	N/A	128
2000 Building Hillside Small Plastic Patio Table	N/A	N/A	16
2000 Building Hillside Telephone	Mitel Superset	9171-000-010 SA	32
2000 Building Hillside Fireplace	Montigo	E34DV	32
2000 Building Hillside A/C Unit	Climette	N/A	32
2000 Building Hillside Apartment Size Refrigerator	White Westinghouse	MRT12CREW-1	16
2000 Building Hillside Microwave	White Westinghouse	ME903TW	16
2000 Building Hillside 4 Burner Stove Top	Kelvinator	N/A	16
2000 Building Hillside 4 Person Dining Room Table	N/A	N/A	16
2000 Building Hillside 2 Drawer Dresser	N/A	N/A	16
2000 Building Hillside Washer and Dryer Stacking Unit	GE	MLCE52CCS0	16

3000 BUILDING HILLSIDE FAIRMONT RESORT PROPERTIES

Description	Make	Model	Quantity
3000 Building Hillside Refrigerator and Freezer	White Westinghouse	MRT180NEW3	16
3000 Building Hillside Stove	White Westinghouse	CMEF52CES-5	16
3000 Building Hillside Dishwasher	White Westinghouse	CDB415BXW0	32
3000 Building Hillside Microwave	GE Spacemaker	3B71806A	16
3000 Building Hillside 27" TV	Toshiba	CF27H40	32
3000 Building Hillside TV Unit	N/A	N/A	32
3000 Building Hillside DVD Player	Toshiba	SD399OSC	32
3000 Building Hillside CD Player	Sony	HCD-NE3	32
3000 Building Hillside Square Dining Room Table	N/A	N/A	16
3000 Building Hillside Dining Room Wooden Chairs	N/A	N/A	160
3000 Building Hillside Rectangular Wood Coffee Table	N/A	N/A	32
3000 Building Hillside Hideabed Sofa	N/A	N/A	32
3000 Building Hillside Love Seat	N/A	N/A	32
3000 Building Hillside Cushion Chair	N/A	N/A	16
3000 Building Hillside Table Lamp	N/A	N/A	32
3000 Building Hillside Floor Lamp	N/A	N/A	16
3000 Building Hillside End Table	N/A	N/A	32
3000 Building Hillside BBQ	Broil King	551-14	32
3000 Building Hillside King Mattress and Box Spring	Imperial	Back Sense	32
3000 Building Hillside Small Cushion Chair	N/A	N/A	32
3000 Building Hillside 6 Drawer Dresser	N/A	N/A	16
3000 Building Hillside 19" TV	Magnavox	XR1914C121	32
3000 Building Hillside Patio Table	N/A	N/A	16
3000 Building Hillside Plastic Patio Chair	N/A	N/A	128
3000 Building Hillside Small Plastic Patio Table	N/A	N/A	16
3000 Building Hillside Telephone	Mitel Superset	9171-000-010 SA	32
3000 Building Hillside Fireplace	Montigo	E34DV	32
3000 Building Hillside A/C Unit	Climette	N/A	32
3000 Building Hillside Apartment Size Refrigerator	White Westinghouse	MRT12CREW-1	16
3000 Building Hillside Microwave	White Westinghouse	ME903TW	16
3000 Building Hillside 4 Burner Stove Top	Kelvinator	N/A	16
3000 Building Hillside 4 Person Dining Room Table	N/A	N/A	16
3000 Building Hillside 2 Drawer Dresser	N/A	N/A	16
3000 Building Hillside Washer and Dryer Stacking Unit	GE	MLCE52CCS0	16

**4000 BUILDING HILLSIDE
FAIRMONT RESORT PROPERTIES**

Description	Make	Model	Quantity
4000 Building Hillside Refrigerator and Freezer	White Westinghouse	MRT180NEW3	16
4000 Building Hillside Stove	White Westinghouse	CMEF52CES-5	16
4000 Building Hillside Dishwasher	White Westinghouse	CDB415BXW0	32
4000 Building Hillside Microwave	GE Spacemaker	3B71806A	16
4000 Building Hillside 27" TV	Toshiba	CF27H40	32
4000 Building Hillside TV Unit	N/A	N/A	32
4000 Building Hillside DVD Player	Toshiba	SD399OSC	32
4000 Building Hillside CD Player	Sony	HCD-NE3	32
4000 Building Hillside Square Dining Room Table	N/A	N/A	16
4000 Building Hillside Dining Room Wooden Chairs	N/A	N/A	160
4000 Building Hillside Rectangular Wood Coffee Table	N/A	N/A	32
4000 Building Hillside Hideabed Sofa	N/A	N/A	32
4000 Building Hillside Love Seat	N/A	N/A	32
4000 Building Hillside Cushion Chair	N/A	N/A	16
4000 Building Hillside Table Lamp	N/A	N/A	32
4000 Building Hillside Floor Lamp	N/A	N/A	16
4000 Building Hillside End Table	N/A	N/A	32
4000 Building Hillside BBQ	Broil King	551-14	32
4000 Building Hillside King Mattress and Box Spring	Imperial	Back Sense	32
4000 Building Hillside Small Cushion Chair	N/A	N/A	32
4000 Building Hillside 6 Drawer Dresser	N/A	N/A	16
4000 Building Hillside 19" TV	Magnavox	XR1914C121	32
4000 Building Hillside Patio Table	N/A	N/A	16
4000 Building Hillside Plastic Patio Chair	N/A	N/A	128
4000 Building Hillside Small Plastic Patio Table	N/A	N/A	16
4000 Building Hillside Telephone	Mitel Superset	9171-000-010 SA	32
4000 Building Hillside Fireplace	Montigo	E34DV	32
4000 Building Hillside A/C Unit	Climette	N/A	32
4000 Building Hillside Apartment Size Refrigerator	White Westinghouse	MRT12CREW-1	16
4000 Building Hillside Microwave	White Westinghouse	ME903TW	16
4000 Building Hillside 4 Burner Stove Top	Kelvinator	N/A	16
4000 Building Hillside 4 Person Dining Room Table	N/A	N/A	16
4000 Building Hillside 2 Drawer Dresser	N/A	N/A	16
4000 Building Hillside Washer and Dryer Stacking Unit	GE	MLCE52CCS0	16

5000 BUILDING HILLSIDE FAIRMONT RESORT PROPERTIES

Description	Make	Model	Quantity
5000 Building Hillside Refrigerator and Freezer	White Westinghouse	MRT180NEW3	14
5000 Building Hillside Stove	White Westinghouse	CMEF52CES-5	14
5000 Building Hillside Dishwasher	White Westinghouse	CDB415BXW0	28
5000 Building Hillside Microwave	GE Spacemaker	3B71806A	14
5000 Building Hillside 27" TV	Toshiba	CF27H40	28
5000 Building Hillside TV Unit	N/A	N/A	28
5000 Building Hillside DVD Player	Toshiba	SD399OSC	28
5000 Building Hillside CD Player	Sony	HCD-NE3	28
5000 Building Hillside Square Dining Room Table	N/A	N/A	14
5000 Building Hillside Dining Room Wooden Chairs	N/A	N/A	140
5000 Building Hillside Rectangular Wood Coffee Table	N/A	N/A	28
5000 Building Hillside Hideabed Sofa	N/A	N/A	28
5000 Building Hillside Love Seat	N/A	N/A	28
5000 Building Hillside Cushion Chair	N/A	N/A	14
5000 Building Hillside Table Lamp	N/A	N/A	28
5000 Building Hillside Floor Lamp	N/A	N/A	14
5000 Building Hillside End Table	N/A	N/A	28
5000 Building Hillside BBQ	Broil King	551-14	28
5000 Building Hillside King Mattress and Box Spring	Imperial	Back Sense	28
5000 Building Hillside Small Cushion Chair	N/A	N/A	28
5000 Building Hillside 6 Drawer Dresser	N/A	N/A	14
5000 Building Hillside 19" TV	Magnavox	XR1914C121	28
5000 Building Hillside Patio Table	N/A	N/A	14
5000 Building Hillside Plastic Patio Chair	N/A	N/A	112
5000 Building Hillside Small Plastic Patio Table	N/A	N/A	14
5000 Building Hillside Telephone	Mitel Superset	9171-000-010 SA	28
5000 Building Hillside Fireplace	Montigo	E34DV	28
5000 Building Hillside A/C Unit	Climette	N/A	28
5000 Building Hillside Apartment Size Refrigerator	White Westinghouse	MRT12CREW-1	14
5000 Building Hillside Microwave	White Westinghouse	ME903TW	14
5000 Building Hillside 4 Burner Stove Top	Kelvinator	N/A	14
5000 Building Hillside 4 Person Dining Room Table	N/A	N/A	14
5000 Building Hillside 2 Drawer Dresser	N/A	N/A	14
5000 Building Hillside Washer and Dryer Stacking Unit	GE	MLCE52CCS0	14

**6000 BUILDING HILLSIDE
FAIRMONT RESORT PROPERTIES**

Description	Make	Model	Quantity
6000 Building Hillside Refrigerator and Freezer	White Westinghouse	MRT180NEW3	18
6000 Building Hillside Stove	White Westinghouse	CMEF52CES-5	18
6000 Building Hillside Dishwasher	White Westinghouse	CDB415BXW0	36
6000 Building Hillside Microwave	GE Spacemaker	3B71806A	18
6000 Building Hillside 27" TV	Toshiba	CF27H40	36
6000 Building Hillside TV Unit	N/A	N/A	36
6000 Building Hillside DVD Player	Toshiba	SD399OSC	36
6000 Building Hillside CD Player	Sony	HCD-NE3	36
6000 Building Hillside Square Dining Room Table	N/A	N/A	18
6000 Building Hillside Dining Room Wooden Chairs	N/A	N/A	180
6000 Building Hillside Rectangular Wood Coffee Table	N/A	N/A	36
6000 Building Hillside Hideabed Sofa	N/A	N/A	36
6000 Building Hillside Love Seat	N/A	N/A	36
6000 Building Hillside Cushion Chair	N/A	N/A	18
6000 Building Hillside Table Lamp	N/A	N/A	36
6000 Building Hillside Floor Lamp	N/A	N/A	18
6000 Building Hillside End Table	N/A	N/A	36
6000 Building Hillside BBQ	Broil King	551-14	36
6000 Building Hillside King Mattress and Box Spring	Imperial	Back Sense	36
6000 Building Hillside Small Cushion Chair	N/A	N/A	36
6000 Building Hillside 6 Drawer Dresser	N/A	N/A	18
6000 Building Hillside 19" TV	Magnavox	XR1914C121	36
6000 Building Hillside Patio Table	N/A	N/A	18
6000 Building Hillside Plastic Patio Chair	N/A	N/A	144
6000 Building Hillside Small Plastic Patio Table	N/A	N/A	18
6000 Building Hillside Telephone	Mitel Superset	9171-000-010 SA	36
6000 Building Hillside Fireplace	Montigo	E34DV	36
6000 Building Hillside A/C Unit	Climette	N/A	36
6000 Building Hillside Apartment Size Refrigerator	White Westinghouse	MRT12CREW-1	18
6000 Building Hillside Microwave	White Westinghouse	ME903TW	18
6000 Building Hillside 4 Burner Stove Top	Kelvinator	N/A	18
6000 Building Hillside 4 Person Dining Room Table	N/A	N/A	18
6000 Building Hillside 2 Drawer Dresser	N/A	N/A	18
6000 Building Hillside Washer and Dryer Stacking Unit	GE	MLCE52CCS0	18

**7000 BUILDING HILLSIDE
FAIRMONT RESORT PROPERTIES**

Description	Make	Model	Quantity
7000 Building Hillside Refrigerator and Freezer	White Westinghouse	MRT180NEW3	24
7000 Building Hillside Stove	White Westinghouse	CMEF52CES-5	24
7000 Building Hillside Dishwasher	White Westinghouse	CDB415BXW0	48
7000 Building Hillside Microwave	GE Spacemaker	3B71806A	24
7000 Building Hillside 27" TV	Toshiba	CF27H40	48
7000 Building Hillside TV Unit	N/A	N/A	48
7000 Building Hillside DVD Player	Toshiba	SD3990SC	48
7000 Building Hillside CD Player	Sony	HCD-NE3	48
7000 Building Hillside Square Dining Room Table	N/A	N/A	24
7000 Building Hillside Dining Room Wooden Chairs	N/A	N/A	240
7000 Building Hillside Rectangular Wood Coffee Table	N/A	N/A	48
7000 Building Hillside Hideabed Sofa	N/A	N/A	48
7000 Building Hillside Love Seat	N/A	N/A	48
7000 Building Hillside Cushion Chair	N/A	N/A	24
7000 Building Hillside Table Lamp	N/A	N/A	48
7000 Building Hillside Floor Lamp	N/A	N/A	24
7000 Building Hillside End Table	N/A	N/A	48
7000 Building Hillside BBQ	Broil King	551-14	48
7000 Building Hillside King Mattress and Box Spring	Imperial	Back Sense	48
7000 Building Hillside Small Cushion Chair	N/A	N/A	48
7000 Building Hillside 6 Drawer Dresser	N/A	N/A	24
7000 Building Hillside 19" TV	Magnavox	XR1914C121	48
7000 Building Hillside Patio Table	N/A	N/A	24
7000 Building Hillside Plastic Patio Chair	N/A	N/A	192
7000 Building Hillside Small Plastic Patio Table	N/A	N/A	24
7000 Building Hillside Telephone	Mitel Superset	9171-000-010 SA	48
7000 Building Hillside Fireplace	Montigo	E34DV	48
7000 Building Hillside A/C Unit	Climette	N/A	48
7000 Building Hillside Apartment Size Refrigerator	White Westinghouse	MRT12CREW-1	24
7000 Building Hillside Microwave	White Westinghouse	ME903TW	24
7000 Building Hillside 4 Burner Stove Top	Kelvinator	N/A	24
7000 Building Hillside 4 Person Dining Room Table	N/A	N/A	24
7000 Building Hillside 2 Drawer Dresser	N/A	N/A	24
7000 Building Hillside Washer and Dryer Stacking Unit	GE	MLCE52CCS0	24

**8000 BUILDING HILLSIDE
FAIRMONT RESORT PROPERTIES**

Description	Make	Model	Quantity
8000 Building Hillside Refrigerator and Freezer	White Westinghouse	MRT180NEW3	18
8000 Building Hillside Stove	White Westinghouse	CMEF52CES-5	18
8000 Building Hillside Dishwasher	White Westinghouse	CDB415BXW0	36
8000 Building Hillside Microwave	GE Spacemaker	3B71806A	18
8000 Building Hillside 27" TV	Toshiba	CF27H40	36
8000 Building Hillside TV Unit	N/A	N/A	36
8000 Building Hillside DVD Player	Toshiba	SD399OSC	36
8000 Building Hillside CD Player	Sony	HCD-NE3	36
8000 Building Hillside Square Dining Room Table	N/A	N/A	18
8000 Building Hillside Dining Room Wooden Chairs	N/A	N/A	180
8000 Building Hillside Rectangular Wood Coffee Table	N/A	N/A	36
8000 Building Hillside Hideabed Sofa	N/A	N/A	36
8000 Building Hillside Love Seat	N/A	N/A	36
8000 Building Hillside Cushion Chair	N/A	N/A	18
8000 Building Hillside Table Lamp	N/A	N/A	36
8000 Building Hillside Floor Lamp	N/A	N/A	18
8000 Building Hillside End Table	N/A	N/A	36
8000 Building Hillside BBQ	Broil King	551-14	36
8000 Building Hillside King Mattress and Box Spring	Imperial	Back Sense	36
8000 Building Hillside Small Cushion Chair	N/A	N/A	36
8000 Building Hillside 6 Drawer Dresser	N/A	N/A	18
8000 Building Hillside 19" TV	Magnavox	XR1914C121	36
8000 Building Hillside Patio Table	N/A	N/A	18
8000 Building Hillside Plastic Patio Chair	N/A	N/A	144
8000 Building Hillside Small Plastic Patio Table	N/A	N/A	18
8000 Building Hillside Telephone	Mitel Superset	9171-000-010 SA	36
8000 Building Hillside Fireplace	Montigo	E34DV	36
8000 Building Hillside A/C Unit	Climette	N/A	36
8000 Building Hillside Apartment Size Refrigerator	White Westinghouse	MRT12CREW-1	18
8000 Building Hillside Microwave	White Westinghouse	ME903TW	18
8000 Building Hillside 4 Burner Stove Top	Kelvinator	N/A	18
8000 Building Hillside 4 Person Dining Room Table	N/A	N/A	18
8000 Building Hillside 2 Drawer Dresser	N/A	N/A	18
8000 Building Hillside Washer and Dryer Stacking Unit	GE	MLCE52CCS0	18

8100 BUILDING RIVERVIEW FAIRMONT RESORT PROPERTIES

Description	Make	Model	Quantity
8100 Building Riverview Refrigerator and Freezer	Frigidaire	FRT18P6BSB2-1	32
8100 Building Riverview Stove	Frigidaire	CFEF357BC3	32
8100 Building Riverview Dishwasher	GE	GSP5208G00SB	32
8100 Building Riverview Microwave	GE Spacemaker	DE68-02057A	64
8100 Building Riverview 46" TV	Hitachi	SP-46W	64
8100 Building Riverview TV Unit	N/A	N/A	32
8100 Building Riverview TV Corner Unit	N/A	N/A	32
8100 Building Riverview DVD Player	JVC	HRJ6936	64
8100 Building Riverview Rectangular Dining Room Table	N/A	N/A	32
8100 Building Riverview Dining Room Chairs	N/A	N/A	192
8100 Building Riverview Rectangular Cast Iron/Wood Coffee Table	N/A	N/A	64
8100 Building Riverview Hideabed Sofa	N/A	N/A	64
8100 Building Riverview Cushion Chair	N/A	N/A	64
8100 Building Riverview Table Lamp	N/A	N/A	128
8100 Building Riverview Floor Lamp	N/A	N/A	32
8100 Building Riverview End Table	N/A	N/A	64
8100 Building Riverview BBQ	Broil King	543-14A	64
8100 Building Riverview King Mattress and Box Spring	Imperial	Back Sense	64
8100 Building Riverview King Size Cast Iron/Wood Headboard	N/A	N/A	32
8100 Building Riverview Small Cushion Chair	N/A	N/A	64
8100 Building Riverview Single Drawer Nightstand	N/A	N/A	128
8100 Building Riverview 27" TV	JVC	AV27530	64
8100 Building Riverview Patio Table	N/A	N/A	32
8100 Building Riverview Plastic Patio Chair	N/A	N/A	192
8100 Building Riverview Small Plastic Patio Table	N/A	N/A	32
8100 Building Riverview Telephone	Telematrix	300-OMW5	64
8100 Building Riverview Fireplace	Symphony	N/A	64
8100 Building Riverview A/C Unit	Carriere	N/A	64
8100 Building Riverview Apartment Size Refrigerator	Danby	DFF-9102BL	32
8100 Building Riverview Apartment Size Stove	Frigidaire	CFE212CB1	32
8100 Building Riverview Dishwasher	GE	BSD3204GO/BB	32
8100 Building Riverview Cast Iron/Wood Dining Room Table	N/A	N/A	32
8100 Building Riverview Cast Iron/Wood Dining Room Chairs	N/A	N/A	128
8100 Building Riverview Washer and Dryer Stacking Unit	Electrolux	MEX731CAS3	32
8100 Building Riverviews Sofa Tables	N/A	N/A	64

The following chattels located at 5006 Frontage Road, Fairmont Hot Springs, British Columbia
VOB 1L1.

SALES OFFICE FAIRMONT RESORT PROPERTIES

Make	Model	Serial #	Description	Quantity
Telephones				
MERIDIAN	NT6B30XX	400579305	OFFICE PHONE	1
MERIDIAN	NT8B20	403879219	OFFICE PHONE	1
NORTEL	T7208	NNTM50GHFC49	OFFICE PHONE	1
MERIDIAN	NT8B20AB-93	NNTM04098JOM	OFFICE PHONE	1
NORTEL	T7208	NNTM60GHFC4Y	OFFICE PHONE	1
NORTEL	M7310	NNTM60GBDTW6	OFFICE PHONE	1
MERIDIAN	NTBB20	0406379219	OFFICE PHONE	1
NORTEL	T7316	NNTM60GN6KD5	OFFICE PHONE	1
NORTEL	T7208	NNTM60GHFC42	MULTI LINE OFFICE PHONE	1
NORSTAR	M7324	NNTM040C2565	MULTI LINE OFFICE PHONE	1
NORSTAR	M7310	NNTM60G6LK36	4 LINE OFFICE PHONE	1
NORSTAR	NORTEL	NNTMENT4P6A8	MULTI LINE OFFICE PHONE	1
NORTEL	T7316	NNTM60GARAJT	OFFICE PHONE	1
MERIDIAN	NTBB30XX	400289305	4 LINE OFFICE PHONE	1
NORTEL	NETWORKS	NNTMENT52M8Y	MULTI LINE OFFICE PHONE	1
NORTEL	1389	NT8B27JAAAE6	OFFICE PHONE	1
NORTEL	1609	NT8B27JAAAE6	OFFICE PHONE	1
NORSTAR	M7324	NT8B40AB-93 OR NNTM040CMV2Y	SWITCHBOARD	1
NORTEL	T7316E	NT8B27JAABE6	OFFICE PHONE	1
NORTEL	M7324	NNTM60GDFKGL OR NT8B42AC-93	OFFICE PHONE	1
NORSTAR	M7324	NNTMENT3E73H OR NT8B42AC-93	OFFICE PHONE	1
NORTEL	T7316E	NT8B27JAABE6 OR N0074341	OFFICE PHONE	1
NORTEL	M7324	NT8B42AC-93 OR NNTM60GDFKF6	OFFICE PHONE	1
NORTEL	NT8B40	45409019	OFFICE PHONE	1
NORTEL	NT8B41	402429227	OFFICE PHONE	1
PLANTRONICS	M-22	A11165	CORDLESS PHONE	1
NORTEL	T7208	NT8B26AABB	OFFICE PHONE	1
NORTEL	M7324	NNTM60GDKP2U OR NT8B42AC-93	OFFICE PHONE	1
MERIDIAN	NT8B20	0406459219	OFFICE PHONE	1
MERIDIAN	NT8B20	0403999210 M7310	OFFICE PHONE	1
MERIDIAN	NT8B30	0412409020	OFFICE PHONE	1
MERIDIAN	NT8B20	0406139219	OFFICE PHONE	1
NORSTAR	M7310	NNTM60G9HVM1 OR NT8B20AB-93	OFFICE PHONE	1
NORTEL	T7208	NT8B26AABM	OFFICE PHONE	1
Keyboards				
MICROSOFT	KU-8933	07C21401818D	KEYBOARD	1
WYSE	KB-2971	03L00502766D	KEYBOARD	1
LOGITECH	867448-0403	BTD42601089	KEYBOARD	1
MICROSOFT	KU-0462	7687602178188	KEYBOARD	1
BEIKIN	F8E208C	00976926	KEYBOARD	1
MICROSOFT	KU-0462	7687600313150	KEYBOARD	1

MICROSOFT	KU-0462	7687670834990	KEYBOARD	1
MICROSOFT	KU-8933	901715-22L	KEYBOARD	1
LOGITECH	Y-UM76A	867771-0403	KEYBOARD	1

Mouse

DELL	NC7510COMM1	831890-0000	MOUSE	1
WYSE	N/A	LZC35155475	MOUSE	1
MICROSOFT	N/A	X800898-132	OPTICAL MOUSE	1
LOGITECH	M-BJ58	830524-0000 OR PMA23526302	MOUSE	1
LOGITECH	M-S69	HCA25008470	MOUSE	1
MICROSOFT	1068	X806938-001	MOUSE	1
LOGITECH	M-FJ58	PMA23526342	MOUSE	1
MICROSOFT	R31264	X800898-152	MOUSE	1
DELL	OD1161	420031696	MOUSE	1

Monitors

ACER	AL1916WA	ETL8000050718044B5031 OR 71801758940	FLAT SCREEN MONITOR	1
ACER	AL1916WA	ETL800C050718046434031 OR 71801798740	FLAT SCREEN MONITOR	1
SAMSUNG	L519HANKBM/XAA	HA19H9FQ180789Y	FLAT SCREEN MONITOR	1
DELL	EI71FP	MY-08R339-47603-39U-EEA7	FLAT SCREEN MONITOR	1
ACER	AL1916WA	ETL800 C0187105B6E54030	FLAT SCREEN MONITOR	1
DELL	EI71FP	MY-08R339-47603-396-EE9Z	FLAT SCREEN MONITOR	1
DELL	EI71FP	MY-08R339-47603-39U-EEA9	FLAT SCREEN MONITOR	1
ACER	AL1916WA	ETL800C050718045374031	FLAT SCREEN MONITOR	1
ACER	AL1916WA	ETL800C050718046574031	FLAT SCREEN MONITOR	1

Thin Client

WYSE	WINTERM	WT1125SE OR 9QB8D101176	THIN CLIENT	1
WYSE	WINTERM	8LM0GB26708	THIN CLIENT	1
WYSE	VXO	6LM0GB26654	THIN CLIENT	1
WYSE	WT1125SE	9QB1C201028	THIN CLIENT	1
WYSE	WT1125SE	9QB1C302094	THIN CLIENT	1
WYSE	WT1125SE	9QB1C302027	THIN CLIENT	1
WYSE	WT1125SE	9Q138CA02573	THIN CLIENT	1

PC

DELL	DCNE	6WR2NF1	CPU	1
DELL	DCNE	FPMTCD1	CPU	1
DELL	OT7570	80045-574-911-982	CPU	1

Fax - Printer

BROTHER	MFC-5460CN	U61590M7F37346	PRINTER/FAX/COPIER	1
KONICA	PAGE PRO 9100			
MINOLTA	4565	60006157	PRINTER	1
BROTHER	INTELLE FAX 2820	U61325A9N OR 798116	FAX	1
	IMAGE CLASS			
CANON	D340 120-127V	YZR34463	COPY MACHINE/SCANNER	1
	IMAGE CLASS			
CANON	D660 120-127V	ZUF01848	PRINTER	1
SAMSUNG	ML-3051N	B1A1401418D	PRINTER	1
HP	C4580	1HA9E1HCMB	PRINTER/SCANNER/COPIER	1

Desk

OFFICE DESK	23
EXECUTIVE OFFICE SET WITH SIDE DESK AND BOOKCASE	1

Chairs

OFFICE CHAIRS	72
LEATHER ACCENT CHAIR	4
BLUE LOUNGE CHAIR	39
LEATHER CHAIRS	6
SMALL CLOTH CHAIR	3
FABRIC ACCENT CHAIRS	4
LEATHER EXECUTIVE CHAIR	1

Filing Cabinet

4 DRAWER FILING CABINET	24
SMALL 2 DRAWER CABINET	1
SMALL MOBILE FILING CABINET	4
LARGE FILING CABINET	2
LARGE WOOD FILING CABINET	2

Miscellaneous

SHARP	AQUOS	X-LC-52D644 or 805894743
PANASONIC	HDMI	N/A
PANASONIC	SE-FX65A	DR8DA001586
PANASONIC	N/A	TN8AA019458
WOOD'S	N/A	N/A
D-LINK	DSS-8+	B2A2155004962
VKI	SUPREMA	AD001420
KELVINATOR	N/A	N/A
CITIZEN	N/A	N/A

SMALL TABLE	9
LONG SIDE TABLE	1
SIDE TABLE	2
SMALL CORNER TABLE	1
SMALL GLASS TABLE	1
ROUND TABLE	2
END TABLE	1
2 SHELF BOOKCASE	1
SMALL TV STAND	1
50" FLAT SCREEN TV	1
5 DISC DVD WITH REMOTE	1
WIRELESS SYSTEM	1
SURROUND SOUND SYSTEM	1
SMALL FRIDGE	1
ETHERNET SWITCH	1
EASEL WITH PAPER	1
LARGE OVAL MEETING TABLE	1
LARGE COFFEE MACHINE	1
DISHWASHER	1
SMALL FRIDGE	1
MICROWAVE	1
EASEL WITH DISCOUNT CARDS	1
BROCHURE RACK	1
NEWSPAPER RACK	1

GBC	2260X	SI10465H	SHREDDER	1
PLANTRONICS	VISTA M22	BE6241	CORDLESS HEADPHONE	1
PLANTRONICS	VISTA M22	AI0231	CORDLESS HEADPHONE	1
SAFE BTS	BS-D610	N/A	SAFE	1
GE	N/A	N/A	REFRIGERATOR	1
APC	CS 500		BACKUP CS	1
			4 SPACE OFFICE PARTITION	
			CUBICLES	1
GBC	9505	N/A	SHREDMASTER	1
APC	BACKUP CS 500	N/A	BACKUP	1
SAMSUNG	N/A	N/A	TV	1
CITIZEN	N/A	N/A	VCR VHS	1
Server Room				
Dell PowerEdge				
2600	N/A	N/A	Dell PowerEdge 2600	1
Dell PowerEdge				
2600	N/A	N/A	Dell PowerEdge 2600	1
Dell	E770S	MY-0881UM-47803-180-EJRO	Dell CRT Monitor	1
KVM Switch	N/A	N/A	KVM Switch	1
Watchguard	N4292	606239044-2431	Watchguard Fibrebox	
			SOHO 6	1
Dell	N/A	N/A	Dell PowerConnect 48-Port	
			Switch	1
D-Link	N/A	N/A	D-Link DGS 1008 TL	
			Gigabit Switch	1
Allied	N/A	N/A	Allied Telesis Fibre Media	
			Converter	1
3Com	4902A003	0200/7RTGO18820	3Com Office Connect	
Terayon	N/A	14440119647	10/100 5-Port Switch	1
			Modem	1

**WILDSIDE BUILDING
FAIRMONT RESORT PROPERTIES**

Make	Model	Serial #	Description	Quantity
Telephones				
NORSTAR	T7208	NT8B26AABM OR NT8B20AB-35	OFFICE PHONE	1
MERIDIAN	M7310	A0397281 OR NT8B20AB-35	OFFICE PHONE	1
MERIDIAN	NT8B20XX	0400289236	OFFICE PHONE	1
MERIDIAN	NT8B91	0400469017	OFFICE PHONE	1
MERIDIAN	NT9B30	0417119020	OFFICE PHONE	1
NORTEL	T7316E	NT8B27JAAB OR NNTMMENT4A210	OFFICE PHONE	1
MERIDIAN	NT8B30	0411219020	OFFICE PHONE	1
MERIDIAN	M7208	A0397301 OR NT8B30AB-35	OFFICE PHONE	1
MERIDIAN	NT9B30 M7208	425109141	OFFICE PHONE	1
NORTEL	T316E	NT8B27JAAB OR NNTMENT49JW7	OFFICE PHONE	1
Keyboards				
DELL	07N242	07N242-38842-2BP-1068	KEYBOARD	1
Mouse				
DELL	6V220	LZA24318021	MOUSE	1
MICROSOFT	X06-25122	55250-576-2020377	INTELLIMOUSE	1
Monitors				
L-BOSS	1142	54-39484410	MONITOR	1
Acer	N/A	ETL760204473704D394134	MONITOR	1
Acer	N/A	ETL800C01871415F984031	MONITOR	1
Thin Client				
WYSE	WT1125SE	9QB8D100952	THIN CLIENT	1
WYSE	WT1125SE	6LMOGB26648	THIN CLIENT	1
PC				
DELL	061N921	00043-459-755-169	CPU	1
Dell Optiplex GX60	7NMOD51	N/A	CPU	1
Dell Optiplex 320	2V6S0F1	N/A	CPU	1
Fax - Printer				
ACI	PF-310	GPR7367878	PRINTER	1
Kyocera FS-4000DN	N/A	XPK7209768	PRINTER	
Desk				
			DESKS	7
			EXECUTIVE DESKS	2
Chairs				
			EXECUTIVE LEATHER CHAIRS	7
			ROLLING OFFICE CHAIRS	3
			OFFICE CHAIRS	16

Filing Cabinet**Miscellaneous**

FELLOWES	N/A	N/A	SHREDDER	1
INTEL	N/A	N/A	HUB AC LINE	1
			BOARD ROOM	
			TABLE	1
Allied Telesys			MEDIA	
Media Converter	N/A	A03451M072200068	CONVERTER	1
3Com Office			OFFICE CONNECT	
Connect 8-Port			DUAL SWITCH 8	
Switch	N/A	02007RWF062442	PORT	1
Server Room				
HP Proliant	ML350	MXQ8510560	N/A	1

SCHEDULE 1.1(hh)

To the Foreclosure Agreement dated June 15, 2010 among Fairmont Resort Properties Ltd, Lake Okanagan Resort Vacation (2001) Ltd., Lake Okanagan Resort (2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT CHATELS (NORTHWYND)

The following chattels located at Fairmont's head office, which is located at 5799 3 Street S.E. Calgary, AB. Where there is a reference to a computer, the operating system loaded on the computer is included.

Item	Make	Model	Serial Number	Total
ADDING MACHINE	CANON	P126-D	141890	
ADDING MACHINE	CASIO	FR2650PLUS	Q2019309	
ADDING MACHINE	CASIO	MP11DX	A2402273	
ADDING MACHINE	DELL	DCNE	5V660F1	
ADDING MACHINE	MICROSOFT	EL-2192RIII	60058335	
ADDING MACHINE	SHARP	EL 263OPII	40052567	
ADDING MACHINE	SHARP	EL2192RIII	4D11742X	
ADDING MACHINE	SHARP	EL-2192RIII	6D068365	
ADDING MACHINE	SHARP	EL-2192RIII	4D05776X	
ADDING MACHINE	SHARP	EL-2192RIII	5D001180	
ADDING MACHINE	SHARP	EL-2192RIII	6D052935	
ADDING MACHINE	SHARP	EL-2615PIII	7D002478	
ADDING MACHINE	SHARP	EL-26309III	5D077-240	
ADDING MACHINE	SHARP	EL-2630PIII	5D004367	
ADDING MACHINE	SHARP	ELZ2603P11	4D054561	
AMP	MID ATLANTIC			
ARMCHAIR	EXECUTIVE	LEATHER		
ARMCHAIR	EXECUTIVE	LEATHER		
ARMCHAIR	SKYLINE	LEATHER		
ARMCHAIR	SKYLINE	LEATHER	RECLINER	
ARMCHAIR	SKYLINE	LEATHER	RECLINER	
AUDIO SWITCH	EXTRON	SW2 VGA ARS	AO37BSE17962WO137182	
BACK-UP	APC	BACK-UPS250	159	
BOARDROOM TABLE	OVAL	MCCRUMS	B94011686591	
BOARDROOM TABLE				
BOOK SHELF	4 SHELF	MCCRUMS		
BOOK SHELF	4 SHELF	MCCRUMS		
BOOK SHELF	4 SHELF	MCCRUMS		
BOOK SHELF	5 SHELF	MCCRUMS		
BOOK SHELF	STAPLES	3 SHELVES		
BOOK SHELF	STAPLES	5 SHELVES		
BOOK SHELF				
BOOK SHELF				
CABINET	2-DOOR	GLOBAL		9
CABINET	2-DOOR	GLOBAL		
CABINET	2-DOOR			
CABINET	4-DOOR	GLOBAL		
CABINET	4-DOOR	GLOBAL		
CABINET	4-DOOR	GLOBAL		
CABINET	4-DOOR	GLOBAL		
CABINET	EXECUTIVE	GLOBAL		
CABINET	GLOBAL	4 DRAWER		10

CHAIR	GLOBAL	MALAGA	
CHAIR	GLOBAL	MALAGA	
CHAIR	GLOBAL	MALAGA	
CHAIR	GLOBAL	MALAGA	
CHAIR	GLOBAL	MALAGA	
CHAIR	GLOBAL	MALAGA	
CHAIR	GLOBAL	MALAGA	
CHAIR	GLOBAL	MALAGA	
CHAIR	GLOBAL	MALAGA	
CHAIR	GLOBAL	MALAGA	
CHAIR	GLOBAL	MALAGA	
CHAIR	GLOBAL	MALAGA	20
CHAIR	GLOBAL	PATENT LEATHER	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	
CHAIR	GLOBAL	SOLO	22
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	
CHAIR	GLOBAL	TAMIRI	20
CHAIR	GLOBAL	WAVE	
CHAIR	GLOBAL		
CHAIR	GLOBAL		
CHAIR	GREY	OLD	
CHAIR	IGO		
CHAIR	IGO		
CHAIR	IGO		

CHAIR	IGO			
CHAIR	IGO			
CHAIR	IGO			
CHAIR	NFD INC.			6
CHAIR	OASIS	CAPRICE		
CHAIR	OASIS	CAPRICE		2
CHAIR	OLD	BLUE		
CHAIR	OLD	BLUE		2
CHAIR	OLD BLUE			
CHAIR	OLD BLUE			
CHAIR	OLD BLUE			
CHAIR	OLD BLUE			
CHAIR	OLD BLUE			
CHAIR	OLD BLUE			
CHAIR	OLD BLUE			
CHAIR	OLD BLUE			
CHAIR	OLD BLUE			
CHAIR	OLD BLUE			
CHAIR	OLD BLUE			
CHAIR	OLD BLUE			
CHAIRS	IKEA	STOOLS		11
CHAIRS	IKEA	STOOLS		
CHAIRS	IKEA	STOOLS		
CHAIRS	IKEA	STOOLS		
CHAIRS	IKEA	STOOLS		
CHAIRS	IKEA	STOOLS		
CHAIRS	IKEA	STOOLS		
CHAIRS	IKEA	STOOLS		8
CHASE CALL				
CENTRE MACHINE	VERIFONE	OMNI 5750	600-534-170	
CHASE CALL				
CENTRE MACHINE	VERIFONE	SC 5000	209-579-357	
CLIENTS	WYSE	VX0	6LM0GB26636	
CLIENTS	WYSE	VX0	6LM0GB26644	
CLIENTS	WYSE	WT1125SE	9QB8D100978	
CLIENTS	WYSE	WT1125SE	9QB1C200158	
CLIENTS	WYSE	WT1125SE	9QB1C202293	
CLIENTS	WYSE	WT1125SE	9QB8CA02556	
CLIENTS	WYSE	WT1125SE	9QB1C201732	
CLIENTS	WYSE	WT1125SE	9QB8D100988	
CLIENTS	WYSE	WT3125SE	9MX0C668810	
COFFEE MAKER	CUISINART			
COFFEE MAKER	PROCTOR SILEX			
COFFEE MAKER	SUNBEAM			
COFFEE TABLE	DARK BROWN			
COPIER	KONICA MINOLTA	DF-608	31AA010829611010829	
COPY/FAX	KYDCERA	KM-1820	XPF5Z05S22	
CREDIT CARD				
MACHINE	GLOBAL PAYMENTS	OMNI 5150	VD00846	
CREDIT CARD				
MACHINE	GLOBAL PAYMENTS	OMNI 5150	VD00766	
CREDIT CARD				
MACHINE	VERIFONE	SC 5000	VB10905	
CREDIT CARD				
MACHINE	VERIFONE	SC 5000	VB11007	
CURTAINS/ROD	MISC.			
DÉCOR	MISC.			
DÉCOR	MISC.			
DÉCOR	MISC.			
DÉCOR	MISC.			24
DESK				
DESK				
DESK	DOG BONE	MCCRUMS		

[illegible]

FILING CABINET	GLOBAL	4 DRAWER BLK	
FILING CABINET	GLOBAL	4 DRAWER GREY	
FILING CABINET	GLOBAL	4 DRAWER GREY	
FILING CABINET	GLOBAL	5 DRAWER GREY	
FILING CABINET	GLOBAL	5 DRAWER GREY	
FILING CABINET	GLOBAL	5 DRAWER GREY	
FILING CABINET	GLOBAL	6DRAW/TALL	
FILING CABINET	GLOBAL		
FILING CABINET	GLOBAL		
FILING CABINET	GLOBAL		
FILING CABINET	GLOBAL		
FILING CABINET	GLOBAL		
FILING CABINET	HON	4 DRAW	
FILING CABINET	HON	4 DRAW	OLD
FILING CABINET		2 DRAWER WOOD	
FILING SHELF	WALL UNIT	14 SHELF	
FILLING CABINET	4 DRAWER	GLOBAL	
FILLING CABINET	4 DRAWER	GLOBAL	
FRIDGE	DANBY	DESIGNER	CALGARY FLAMES
FRIDGE	DANBY	SILHOUETTE	
FRIDGE	DANBY	SILHOUETTE	
FRIDGE	DANBY	SILHOUETTE	
FRIDGE	FRIGIDAIRE		
FRIDGE	FRIGIDAIRE		
FRIDGE	FRIGIDAIRE		
FUTON/MATTRESS			
HEADSET	CN NETWORK	GN8000	
HEADSET	GN NETCOM	GN 8000 MPA	E 201786
HEADSET	PLANTRONICS	CS50	BJ628410
HEADSET	PLANTRONICS	M12	WE8782
HEADSET	PLANTRONICS	M12	VW8893
HEADSET	PLANTRONICS	M12	US6153
HEADSET	PLANTRONICS	M12	US6184
HEADSET	PLANTRONICS	M12	US6182
HEADSET	PLANTRONICS	M12	US6189
HEADSET	PLANTRONICS	M12	WE8786
HEADSET	PLANTRONICS	M12	WE8776
HEADSET	PLANTRONICS	M12	WE8783
HEADSET	PLANTRONICS	M22	AB4753
HEADSET	PLANTRONICS	M22	AB4760
HEADSET	PLANTRONICS	M22	AB4838
HUTCH	2 DOOR	OLD	
HUTCH	2 DOOR	OLD	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4-DOOR	MCCRUMS	
HUTCH	4-DOOR	MCCRUMS	

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4

HUTCH	4-DOOR	MCCRUMS	
HUTCH	4-DOOR	MCCRUMS	
HUTCH	5 DOOR	MCCRUMS	
HUTCH	2 DOOR	MCCRUMS	
HUTCH	2 DOOR	OLD	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	2 DOOR	OLD	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
HUTCH	4 DOOR	MCCRUMS	
KETTLE	BEAUMARK		
KETTLE	WESTINGHOUSE		
KEY BOARD	MICROSOFT	1031	7651980402760
KEYBOARD	BENQ	Q7C4	ETL4500971SLD
KEYBOARD	DELL	L100	CN0RH659735717C102ZB
KEYBOARD	DELL	REV A00	CN-0N6250-71616SA9-ORRQ
KEYBOARD	DELL	REV A01	CN-07N242-71616-462-OEGW
KEYBOARD	DELL	RT7D5JTW	371719AL7846
KEYBOARD	DELL	SK-8110	CN-07N242-71616463-OROG
KEYBOARD	DELL	SK-8110	CN-07N242-71616-463-OYGJ
KEYBOARD	DELL	SK-8110	CN-07N242-71616-463-0RTU
KEYBOARD	DELL	SK-8110	CN-07N242-71616-462-0AUY
KEYBOARD	DELL	SK-8110	CN-07N242-71616-462-0AL2
KEYBOARD	DELL	SK-8110	CN-07N242-71616-463-0WNB
KEYBOARD	DELL	SK-8110	CN-07N242-71616-462-0ALR
KEYBOARD	DELL	SK-8110	CN-07N242-71616-463-OWSG
KEYBOARD	DELL	SK-8110	CN-07N242-71616-463-0UK0
KEYBOARD	DELL	SK-8110	CN-07N242-71616-463-0T5D
KEYBOARD	DELL	SK-8110	CN-07N242-71616-462-09JR
KEYBOARD	DELL	SK-8110	CN-07N242-71616463-OUON
KEYBOARD	DELL	SK-8110	CN-07N242-71616463OSOA
KEYBOARD	DELL	SK-8110	CN-07N242-7161-463-OWSC
KEYBOARD	DELL	SK-8110	CN-07N242-71616-463-OR0B

KEYBOARD	DELL	SK-8110	CN-07N242-7161-463-OWSI
KEYBOARD	DELL	SK-8110	CN07N242-71616462-OAQI
KEYBOARD	DELL	SK-8110	CN-0DJ425-7161673C-101W
KEYBOARD	DELL	SK-8110	CN-07N242-71616-463-OR09
KEYBOARD	DELL	SK-8110	CN-0J462871616S6EOUN6
KEYBOARD	DELL	SK-8110	CN07N242716164620AJJ
KEYBOARD	DELL	SK-8110	CNOT68673717266400CQ
KEYBOARD	DELL	SK-8110	CN-07N242-71616-462-OAUX
KEYBOARD	DELL	SK-8135	CN-ODJ425-71616-67B-1AB7
KEYBOARD	DELL	SK-8135	
KEYBOARD	DELL	SK-8135	CN-ON6250-71616-56C-08HJ
KEYBOARD	HP	SK-2880	BC2AAOFCPWF3C1
KEYBOARD	LOGITECH	Y-SA2	SCALL CENTRE8173923S
KEYBOARD	LOGITECH	Y-RAH72	867615-0403
KEYBOARD	LOGITECH	y-SZ49	BTD42601220
KEYBOARD	LOGITECH	Y-UM76A	867771-403
KEYBOARD	MAC	A1243	3383012BXXXGA
KEYBOARD	MICROSOFT	1031	7619802512642
KEYBOARD	MICROSOFT	1031	6968200032389
KEYBOARD	MICROSOFT	1031	7619800402759
KEYBOARD	MICROSOFT	1031	7619081297282
KEYBOARD	MICROSOFT	1031	7619801395707
KEYBOARD	MICROSOFT	KB-0168	5919503270906
KEYBOARD	MICROSOFT	KC0405	7619802512641
KEYBOARD	MICROSOFT	KC-0405	7619802512498
KEYBOARD	MICROSOFT	KU 8933	07B18901506D
KEYBOARD	MICROSOFT	KU-0462	7687600351311
KEYBOARD	MICROSOFT	RT 9470	5919711147128
KEYBOARD	WYSE	KB-2971	03L00503706D
LABEL PRINTER	WEST DIRECT	LP2824	22A0510004S3
LAP TOP	DELL	PP18L	20296267777
LAPTOP	DELL	PP04X	CN-OUY141-486437C6-1744
LAPTOP	DELL	PP11L	CN0XD7624864361P1551
LAPTOP	DELL	PP15L	5S5DW81
LAPTOP	DELL	PP17L	CNON882948643575
LAPTOP	DELL	PP18L	80045-145-460-552
LAPTOP	DELL	PP18L	NR139A00
LAPTOP	DELL	PP18L	KX335A00
LAPTOP	DELL	PP18L	1JK5FD1
LAPTOP	DELL	PP18L	NR139A00
LAPTOP	DELL	PP18L	E2KWM3945ABG
LAPTOP	DELL	PP19L	00045-689-321-976
LAPTOP	HP	TC1100	KRD4460034
LAPTOP	TOSHIBA	SATELLITEM35-S320	34144385P
LEATHER BENCH			
LOVE SEAT	"same at Pat's chairs"	LEATHER	
MASSAGE BED	CERAGEM		CGM-M3500
MICROWAVE	HOMESTYLES		
MICROWAVE	PANASONIC	INVERTER	
MODEM	WYSE	VXO	6LMOGB26638
MONITOR	3M	11-81371-129	48820228TA00257
MONITOR	ACALL CENTREER	AL1916WA	ETK800C0187105B6B4403
MONITOR	ACER	AL1706A	0
			71037181340

MONITOR	ACER	AL1706A	71037140240
MONITOR	ACER	AL1916WA	ETL800C0187105B5FE4030
MONITOR	ACER	AL1916WA	73300401541
MONITOR	ACER	AL1916WA	ETL800C050718044B04031
MONITOR	ACER	AL1916WA	ETL800C0187105B61B4030
MONITOR	ACER	AL1916WA	ETL800C01870600880BD4030
MONITOR	ACER	AL1916WA	ETL-760204473300FE24133
MONITOR	ACER	AL1916WA	71400082663
MONITOR	ACER	AL1916WA	ETL7602044733012094133
MONITOR	ACER	AL-1916WA	73300462041
MONITOR	ACER	AL2216W	ETL740903862901E623710
MONITOR	BENO	Q7T4	ETL4500361SLO
MONITOR	BENO	Z7T3	99L8372RSA44401214TAB
MONITOR	BENQ	FP202W	RSA
MONITOR	BENQ	FP71E	ETG3600301SLO
MONITOR	BENQ	FP71E	ETL4500975SLO
MONITOR	BENQ	FP71E	ETL4500122SLO
MONITOR	BENQ	FP71E	ETL4500968SLO
MONITOR	BENQ	FP71E	ETL4500958SLO
MONITOR	BENQ	FP71G+	ETS5605401SLO
MONITOR	BENQ	FP71G+	ET78608677SLO
MONITOR	BENQ	Q7C4	ETL4501633SLOT
MONITOR	BENQ	Q7C4	ETL4500353SLO
MONITOR	BENQ	Q7T3	99L8372RSA44401138TA
MONITOR	BENQ	Q7T4	ET48609016SLO
MONITOR	BENQ	Q7T4	ETS56054455LO
MONITOR	DELL	E173FPC	CN-OF5035-64180-57N-2CWS
MONITOR	DELL	E177FPC	CN-OFJ181-64180-655-10LS
MONITOR	DELL	Q7T4	ET55605366SLQ
MONITOR	LG	T19JE-0	401D1JXK6628
MONITOR	LG	T19JE-0	401D1FVK6627
MONITOR	LG	T19JE-0	401DIHBK6585
MONITOR	LG	T19JE-0	401D1VWK6631
MONITOR	LG	T19JE-0	401DINUK6623
MONITOR	LG	T19JE-0	401D1UNK6622
MONITOR	LG	T19JE-0	401D1SKK6614
MONITOR	LG	T19JE-0	401D1EZK6620
MONITOR	LG	T19JE-0	401D1CRK6491
MONITOR	LG	T19JE-0	401D1BPK6557
MONITOR	LG	T19JE-0	401D1CRK6587
MONITOR	LG	T19JE-01	401DIRFK6606
MONITOR	MAC		
MONITOR	SAMSUNG	793DF-W	LB17H9LYC52965X
MONITOR	SAMSUNG	920NW	LS19HANKBM/XAA
MONITOR	SAMSUNG	920WM	WJ19H9FPA26657P
MONITOR	SAMSUNG	920WM	WJ19H9FPA2660SY
MONITOR	SAMSUNG	920WM	WJ19H9FPA26642Y
MONITOR	SAMSUNG	920WN	WJ19H9FPA26603V
MONITOR	SAMSUNG	940NW	HA19HBDT106910W
MONITOR	SAMSUNG	940NW	HA19HBDP1069188
MONITOR	SAMSUNG	GH19W5	WJ19H9FPA26622E
MONITOR	SAMSUNG	GH19W5	WJ19H9FPA24877T
MONITOR	SAMSUNG	LS19WA	WJ19H9FQ318558N
MONITOR	SEANIX	TFT1780PS+	11239JA029792
MONITOR	VIEW SONIC	VS-10697	PP-J053803107
MONITOR		AL1916WA	ETL800C0187105B6C64030

MONITOR		E177FPC	CN-OFJ181-64180-655-1155
MOUSE	COMPAQ	UAE96	50531-001
MOUSE	DELL	0D1161	420136372
MOUSE	DELL	0D1161	420031751
MOUSE	DELL	0D1161	420140630
MOUSE	DELL	M055UC	GON004CE
MOUSE	DELL	M056UO	420031034
MOUSE	DELL	M056UO	421036551
MOUSE	DELL	M056UO	420136276
MOUSE	DELL	M056UO	420031666
MOUSE	DELL	M0S6U0	420031694
MOUSE	DELL	M506UO	420135810
MOUSE	DELL	MO56UO	420140533
MOUSE	DELL	MO56UO	402136273
MOUSE	DELL	MO56UO	420136573
MOUSE	DELL	M-UK	4CD52307078
MOUSE	DELL	M-UK	831890-000
MOUSE	DELL	M-UVDEL1	HCA62237010
MOUSE	DELL	OCJ339	FOROICTA
MOUSE	DELL		420136730
MOUSE	LOGILEN	M-SBF69	HS6421813ND
MOUSE	LOGITEC	M-BJ58	PMA35011050
MOUSE	LOGITEC	M-SBF69	LZE31909594
MOUSE	LOGITECH	M-RBA97	852384-1000
MOUSE	LOGITECH	M-SBF96	852157-A000
MOUSE	LOGITECH	M-SBF96	852157-A000
MOUSE	LOGITECH	M-SBF96	HS6421813N4
MOUSE	LOGITECH	M--SBF96	852157-A000
MOUSE	LOGITECH	M-SBJ96	MC703070385
MOUSE	LOGITECH	T-RB22	804378-0000
MOUSE	MAC	A1152	88832003UYLTB
MOUSE	MICROSOFT	443	X10-35703
MOUSE	MICROSOFT	443	X10-35703
MOUSE	MICROSOFT	502	X08-70400
MOUSE	MICROSOFT	521	X802382-003
MOUSE	MICROSOFT	521	X802382
MOUSE	MICROSOFT	539	X802382-003
MOUSE	MICROSOFT	644	X802382
MOUSE	MICROSOFT	1043	X802474
MOUSE	MICROSOFT	1094	X800898-152
MOUSE	MICROSOFT	1094	X800898
MOUSE	MICROSOFT	1094	X800898-152
MOUSE	MICROSOFT	O644	
MOUSE	WYSE	E145474	LZC35155426
PHONE	AASTRA	2040102	C25701402472
PHONE	AASTRA	20040102	C25701402380
PHONE	AASTRA	20040102	C25701402231
PHONE	AASTRA	20040102	C25701402345
PHONE	AASTRA	20040102	C25701402402
PHONE	AASTRA	20040102	C25701402481
PHONE	AASTRA	20040102	C2570102388
PHONE	AASTRA	20040102	C2570140237S
PHONE	AASTRA	20040102	C25701402350
PHONE	AASTRA	20040102	C25701402451
PHONE	AASTRA	20040102	C25701402373
PHONE	AASTRA	20040102	C25701402353
PHONE	AASTRA	20040102	C25701H02225
PHONE	AASTRA	20040102	C25701402412
PHONE	AASTRA	20040102	A25701402544
PHONE	AASTRA	20061123	F26247600295
PHONE	AZURA	TE772B	T197030207

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RECEIVER	BELL EXPRESSVU	4100	RBXJG505546D
RECEIVER	BELL EXPRESSVU	4100	RBXJG505652D
RECEIVER	BLACK BOX		
SCANNER	HP	5590	L1911A
SERVERS	CLONE	SC5299VRP	SP4040769
SERVERS	CLONE		ST3320620AS
SERVERS	CLONE		6321ESB
SERVERS	CLONE		34768086
SERVERS	CLONE		000423C56040
SERVERS	CLONE		000423C50483
SERVERS	DELL	POWER EDGE 2300	5P3S0
SERVERS	DELL	POWER EDGE 2600	3HX21G3S
SERVERS	DELL	POWER EDGE 2600	MX01M302645304101781
SERVERS	HP	470064-509	MXQ80700TB
SILK TREES	MISC.		
SMALL TABLE	U SHAPE	MCCRUMS	
SMART BOARD	SMARTECH		
SOFA TABLE		T382-4	
SOFA TABLE			
SOFA TABLE			
SPEAKERS	DELL	A215	CN-0D343148220-487- 06SX
STATIONARY BIKE	VISION FITNESS	HRT R2250	RB116DO6100487
STATIONARY BIKE	VISION FITNESS	HRT R2250	RB116DO6100481
STEREO	SONY	HCD-HP7	4141148
TABLE	BOARD ROOM	MCCRUMS	
TABLE	RECTANGLE/WHITE		
TABLE	RECTANGLE/WHITE		
TABLE	RECTANGLE/WHITE		
TABLE	ROUND/GREY		
TABLE	ROUND/GREY		
TABLE	ROUND/GREY		
TABLE	ROUND/GREY		
TABLE	ROUND/GREY		
TABLE	ROUND/GREY		
TABLE	ROUND/GREY		
TABLE	SQUARE	BEIGE	
TOASTER	HAMILTON BEACH		
TOASTER	SUNBEAM		
TOWER	ANTEC		
TOWER	DELL	?	
TOWER	DELL	DCNE	72K0SC1
TOWER	DELL	DCNE	D8G08C1
TOWER	DELL	DCNE	1WR2NF1
TOWER	DELL	DCNE	3WR2NF1
TOWER	DELL	DCNE	68G0SC1
TOWER	DELL	DCNE	F1KQSC1
TOWER	DELL	DHD	2RM0D51
TOWER	DELL	DHP	3PM0D51
TOWER	DELL	DHP	CNM0D51
TOWER	DELL	DHP	7PM0D51
TOWER	DELL	DHP	GRM0D51
TOWER	DELL	DHP	FPM0D51
TOWER	DELL	DHP	HNM0D51
TOWER	DELL	DHP	1PM0D51
TOWER	DELL	DHP	BQM0D51
TOWER	DELL	DHP	7QM0D51
TOWER	DELL	DHP	5RM0D51
TOWER	DELL	DHP	4PM0D51

TOWER	DELL	DHP	JQM0D51
TOWER	DELL	DHP	BQM0D51
TOWER	DELL	DHP	8RM0D51
TOWER	DELL	DHP	1QM0D51
TOWER	DELL	DHP	8PM0D51
TOWER	DELL	DHP	H2KQSC1
TOWER	DELL	DHS	4N1ZC81
TOWER	DELL	GX60	JPM0D51
TOWER	DELL	SCSM	CZ25PB1
TOWER	LG	VELOCITY	15007022S1
TOWER	LG ANTEC	X10-60273	00045-525-796-476
TOWER	MICROSOFT	DCNE	B6DDBG1
TOWER	MICROSOFT		15007022S3
TOWER	MICROSOFT		15007022S2
TOWER	TRACX		301001
TREADMILL	VISION FITNESS	T9700	TM243C070600041
TV	DURABRAND		
TV	SAMSUNG	CT-5012VC	500500112
TYPEWRITER	SILVER REED	EX50	
WALL ART	MISC		
WALL ART	MISC.		
WALL ART	MISC.		
WALL ART	MISC.		
WALL ART	MISC.		
WALL ART	MISC.		
WALL ART	MISC.		
WARDROBE			
WEIGH SCALE	PELOUZE	SP5	DC-1305
WHITEBOARD			
WHITEBOARD			
WHITEBOARD			
WHITEBOARD			
WHITEBOARD			
WHITEBOARD			
WHITEBOARD			
WICHER CHAIR			
WICKER SOFA			
WINE FRIDGE	DANBY	SILHOUETTE	
YOGA MAT			

103

8

SCHEDULE 1.1(ii)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT EXCLUDED ASSETS

- I. Fairmont Excluded Contracts.

SCHEDULE 1.1(uu)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT FORECLOSED CONTRACTS (NORTHMONT)

1. Fairmont Trust Agreement.
2. Master Points Affiliation Agreement dated July 2, 2009 between Fairmont and RCI Canada, Inc. ("**Fairmont Affiliation Agreement**") providing for affiliation program for Fairmont Resort.
3. Letter Agreement dated July 2, 2009 between Fairmont and RCI Canada, Inc. amending and supplementing the Fairmont Affiliation Agreement.
4. RCI Bonus Points Program Letter Agreement dated July 22, 2009 between Fairmont and RCI Canada, Inc.
5. RCI Bonus Points Program Letter Agreement dated June 18, 2009 between Fairmont and RCI Canada, Inc. for the acquisition of 5 million bonus points.
6. Lease agreement dated July 1, 2007 between Fairmont and Pitney Bowes Global Credit Services providing for the lease of postage machine located at the Reservation Office at the Fairmont Resort.
7. Lease agreement dated July 1, 2008 between Fairmont and Pitney Bowes Inc. providing for the lease of postage machine located in Sales Office at the Fairmont Resort.
8. Fairmont Leases (Northmont).
9. Software licences and other agreements relating to Fairmont Intellectual Property Rights (Northmont).
10. Purchase and Sale Agreement with Lease Back dated November 7, 2007 between Fairmont and Resorts International Real Estate Investment Trust in relation to the Waterpark Lands.
11. Fairmont Promissory Notes.
12. Fairmont Timeshare Agreements.
13. Resort Rental, LLC Distribution Agreement dated September 8, 2009 between Fairmont and Resort Rental, LLC ("**RR**") for RR to sell Fairmont's inventory electronically through RR's distribution affiliate network.

SCHEDULE 1.1(vv)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT FORECLOSED CONTRACTS (NORTHWYND)

1. Fairmont Leases (Northwynd).
2. Software licences and other agreements relating to Fairmont Intellectual Property Rights (Northwynd).
3. Management Agreement dated July 3, 2009 between Fairmont and Resort Villa Management Ltd.
4. Master Agreement, dated December 2, 2005 between Fairmont and Northwind Canada Inc. granting to Fairmont a licence to use certain computer programs and related documentation including revisions, modifications and updates.
5. Software Escrow Agreement, dated December 15, 2005 among Fairmont, Northwind Canada Inc. and the Corporation in which the Corporation will hold certain proprietary materials related to the software that is being licensed to Fairmont, in escrow.
6. Data Plus Contractual Agreement dated October 5, 2005 between Fairmont and Data Plus, Incorporated granting to Fairmont a licence to use certain DATA PLUS software.
7. Policy of Insurance effective January 1, 2010 to December 31, 2010 between Fairmont and Aviva Insurance Company of Canada under insurance policy number CMP 8169260.
8. Policy of Insurance effective January 1, 2010 to December 31, 2010 between Fairmont and AXA Pacific Insurance Company under insurance policy number 1189047.
9. Policy of Insurance effective January 1, 2010 to December 31, 2010 between Fairmont and AXA Pacific Insurance Company under insurance policy number 1189008.
10. Policy of Insurance effective January 1, 2010 to December 31, 2010 between Fairmont and AXA Pacific Insurance Company under insurance policy number 1191010.
11. Policy of Insurance effective January 1, 2010 to December 31, 2010 between Fairmont and Optimum West Insurance Company under insurance policy number 01028448.
12. Policy of Insurance effective January 1, 2010 to December 31, 2010 between Fairmont and Optimum West Insurance Company under insurance policy number 01026209.
13. Policy of Insurance effective January 1, 2010 to December 31, 2010 between Fairmont and Beacon Underwriting under insurance policy number 0807A.

SCHEDULE 1.1(xx)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT HOUSEBOATS (NORTHWYND)

Registered Name	Boat Size	Serial Number
At Last 1	50 Foot	818616
At Last 2	50 Foot	820025
At Last 3	50 Foot	820026
At Last 4	50 Foot	822097
At Last 5	50 Foot	822098
Moonfleet 1	52 Feet	818638
Showboat 2	52 Feet	819467
Showboat 3	52 Feet	822091
Showboat 6	52 Feet	822093
Showboat 4	54 Feet	822092
Showboat 1	54 Feet	820024
Showboat 7	54 Feet	818662
ShowBoat 8	54 Feet	820900
ShowBoat 9	54 Feet	Not registered
Fairmont 2	60 Feet	822692
Fairmont 12	60 Feet	820140
Fairmont 13	60 Feet	820131
Fairmont 14	60 Feet	820125

Above boats are located at the Marina operated by Twin
Anchors dba Shuswap Lakes Vacations Inc. located in
Sicamous, British Columbia

Fairmont 1 60 Feet 822681

Above boat is located at Fairmont Vacation Villas,
Fairmont Hot Springs, British Columbia

Fairmont 10 60 Feet Not registered

Above boat is located at Lake Okanagan Resort 5157
Westside Road, Kelowna, British Columbia

SCHEDULE 1.1(bbb)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT INTELLECTUAL PROPERTY RIGHTS (NORTHMONT)

1. Owners List

This list contains the complete listing of clients who have purchased timeshare at the Fairmont Resort, both past and present. A copy of this list is stored on the attached CD labelled "Fairmont Owners List".

2. Toured Before List

This list contains the information on Guests that booked mini vacations at the Fairmont Resort, past, present and future, for the purpose of selling timeshare. A copy of this list is stored on the attached CD labelled "Fairmont Toured Before List".

SCHEDULE 1.1(ccc)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT INTELLECTUAL PROPERTY RIGHTS (NORTHWYND)

1. Domain Names

All the goodwill of each domain name below is included with the domain name and will form part of the Fairmont Foreclosed Assets (Northwynd).

Domain name	Expire
FAIRWAYCOTTAGES.COM	27/03/2012
FAIRWAYCOTTAGES.NET	15/02/2011
FAIRWYNDCOMMERCE.COM	05/03/2011
FAIRWYNDDEVELOPMENTS.COM	05/03/2011
FAIRWYNDRESORTPROPERTIES.COM	05/03/2011
FAIRWYNDRESORTS.COM	05/03/2011
FAIRWYNDSALES.COM	05/03/2011
GOLFMAKAHA.NET	06/07/2011
GOLFMAKAHAHA.COM	28/03/2012
HIDDENHAWAII-MAKAHA.COM	28/03/2012
MAKAHAGOLFRESORT.COM	17/03/2012
MAKAHA-HOTEL.COM	28/03/2012
MAKAHAHOTEL-GOLF.COM	28/03/2012
MAKAHALODGE.COM	28/03/2012
MAKAHARESORT.COM	28/01/2016
MAKAHARESORT.NET	28/03/2012
MAKAHARESORTANDGOLFCLUB.BIZ	27/03/2012
MAKAHARESORTANDGOLFCLUB.COM	28/03/2012
MAKAHARESORTANDGOLFCLUB.INFO	28/03/2012
MAKAHARESORTANDGOLFCLUB.NET	28/03/2012
MAKAHARESORTANDGOLFCLUB.US	27/03/2012
MAKAHARESORTGOLF.COM	28/03/2012
MAKAHARESORT-GOLF.COM	28/03/2012
MAKAHARESORTMGMT.COM	10/03/2017
MAKAHARESORTS.COM	28/03/2012
MAKAHARESORTS.NET	28/03/2012
MAKAHAVALLEYGOLFRESORT.COM	29/03/2012
MAKAHAVALLEYRESORT.COM	28/03/2012
MAKAHAVILLAGE.COM	28/03/2012
MYFAIRWYNDRESORTS.COM	05/03/2011
NORTHWYNDREIT.COM	05/03/2011
OFFICIALMAKAHARESORT.COM	28/03/2012
OFFICIALMAKAHARESORTANDGOLFCLUB.COM	28/03/2012
PORTOFINODECABO.COM	06/03/2012
RIVERVIEWRESIDENCE.COM	24/08/2010
RIVERVIEWRESIDENCECLUB.COM	24/08/2010
RVICLUB.COM	06/03/2012
SALESFMCORP.COM	26/07/2011
SOUTHWYNDREIT.COM	05/03/2011
SUNCHASERCLUB.COM	15/02/2016
SUNCHASERCLUB.NET	15/02/2016
SUNCHASERVACATIONCLUB.COM	15/02/2011
SUNCHASERVACATIONCLUB.NET	15/02/2011
SUNCHASERVACATIONS.COM	15/02/2011
SUNCHASERVACATIONS.NET	15/02/2011
THEMAKAHARESORT.COM	28/03/2012
THEMAKAHARESORTANDGOLFCLUB.COM	28/03/2012

VBAYE.COM	25/11/2016
VBAYE.NET	25/11/2016
WEBSYSDemo.COM	19/06/2011
WEBSYSTEST.COM	19/06/2011
LAKEOKANAGAN.COM	05/02/2015
RANCHOBANDERAS.COM	12/10/2010
COSTAMAYAREEF.COM	09/07/2011
NORTHWYNDDEVELOPMENTS.COM	12/05/2011
NORTHWYNDSALES.COM	12/05/2011
NORTHWYNDRESORTS.COM	12/05/2011
NORTHWYNDCOMMERCE.COM	12/05/2011
MYNORTHWYNDRESORTS.COM	12/05/2011
NORTHWYNDCANADA.COM	12/05/2011
NORTHWYNDCANADA.INFO	12/05/2011

2. Trade Marks and Trade Names

All the goodwill of each trade mark and trade name below is included with the trade mark and trade name and will form part of the Fairmont Foreclosed Assets (Northwynd).



Lake Okanagan Resort



**COSTA
MAYA**
Reef Resort



**COSTA
MAYA**
Reef Resort

*Costa Maya
Reef Resort*



**COSTA
MAYA**
Reef Resort





3. Lists

(a) Telephone Lists

These lists are telephone contact lists that have been purchased by Fairmont for the purpose of selling timeshare or mini vacations. Some of these lists are held by a vendor and can be drawn from based demographic requests as well as to ensure that we get the maximum number of contacts due to not call legislation. A copy of these lists is stored on the attached CD labelled "Telephone Lists".

(b) Club Lists

This list is comprised of memberships that have the right to trade or book a vacation through a club and include Shuswap Lake Vacation Club and Shuswap Lake Resort Club. A copy of this list is stored on the attached CD labelled "Club Lists".

(c) Picture Repository

A repository of pictures and logos that Fairmont has purchased the rights to or has been given by people or groups. This repository contains both pictures of the resorts as well as pictures obtained for the marketing of Fairmont products. A copy of this list is stored on the attached CD labelled "Picture Repository".

4. Software Licences

Fairmont Resort Properties - Software licences

Description of Service	Vendor	Purchaser	contract start	expiry date	Contract number	Software Description	Number of licences under contract
Microsoft open license	Microsoft corporation	Fairmont resort properties	09/02/2006	29/02/2008	4119046	sql server 2005 standard	2
Microsoft open license	Microsoft corporation	Fairmont resort properties	09/02/2006	29/02/2008	4119046	windows server Enterprise 2003 r2	1
Microsoft open license	Microsoft corporation	Fairmont resort properties	09/02/2006	29/02/2008	4119046	windows server standard r2	1
Microsoft open license	Microsoft corporation	Fairmont resort properties	09/02/2006	29/02/2008	4119046	windows sever user cal	200
Microsoft open license	Microsoft corporation	Fairmont resort properties	22/08/2006	31/08/2008	40353220	windows terminal server cal	120
Microsoft open license	Microsoft corporation	Fairmont resort properties	22/08/2006	31/08/2008	40917359	project professional 2003	4
Microsoft open license	Microsoft corporation	Fairmont resort properties	22/08/2006	31/08/2008	40917359	Visio professional 2003	4
Microsoft open license	Microsoft corporation	Fairmont resort properties	22/08/2006	31/08/2008	41909647	windows server standard r2	4
Microsoft open license	Microsoft corporation	Fairmont resort properties	29/06/2007	30/06/2009	42406299	Office professional 2007	10
Microsoft open license	Microsoft corporation	Fairmont resort properties	29/06/2007	30/06/2009	42406299	vista business	10
Microsoft open license	Microsoft corporation	Fairmont resort properties	07/03/2008	31/03/2010	43569862	exchange server enterprise	1
Microsoft open license	Microsoft corporation	Fairmont resort properties	07/03/2008	31/03/2010	43569862	exchange server user cal	100
Microsoft open license	Microsoft corporation	Fairmont resort properties	07/03/2008	31/03/2010	43569862	windows server 2008	1
Microsoft open license	Microsoft corporation	Fairmont resort properties	07/03/2008	31/03/2010	43569862	windows server user cal	150
Microsoft open license	Microsoft corporation	Fairmont resort properties	07/03/2008	\	43569862	windows terminal server cal	50
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro property	3

North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro module fd	3
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro module sc	3
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro module spa	3
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro module condo/timeshare	3
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro module accounts receivable	3
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro module analytics	3
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro interface Call accounting	3
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro interface pbx	3
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro interface voicemail	2
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro interface pos	2
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro interface gl export	3
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro interface movie	2
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro interface credit card	3
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro interface third party pos	2
North wind master agreement	Northwind Canada inc	Fairmont resort properties	02/12/2006	na	w100258	Maestro user	100
Symantec express licensing	Symantec corporation	Fairmont resort properties	08/02/2010	08/02/2011	DPZ7S3EXP	SMYC Multi-Tier Protection	100

Data plus contract	data plus inc	Fairmont resort properties	07/09/2005	na	na	DATA PLUS GL	1
Data plus contract	data plus inc	Fairmont resort properties	07/09/2005	na	na	DATA PLUS AP	1
Data plus contract	data plus inc	Fairmont resort properties	07/09/2005	na	na	DATA PLUS AR	1
Data plus contract	data plus inc	Fairmont resort properties	07/09/2005	na	na	DATA PLUS PURCHUSING	1
Data plus contract	data plus inc	Fairmont resort properties	07/09/2005	na	na	DATA PLUS PROJECT	1
Data plus contract	data plus inc	Fairmont resort properties	07/09/2005	na	na	DATA PLUS DATABASES	2
Data plus contract	data plus inc	Fairmont resort properties	07/09/2005	na	na	DATA PLUS USERS	20
Data plus contract Software and maintenance agreement	data plus inc	Fairmont resort properties	07/09/2005	na	na	DATA PLUS COMPANIES	25
2009 Radiant Systems inc	2009 Radiant Systems inc	Fairmont resort properties	01/02/2010	31/01/2011	196	SOFT.LOGI-DC	1
2009 Radiant Systems inc	2009 Radiant Systems inc	Fairmont resort properties	01/02/2010	31/01/2011	196	SOFT.LOGI-INV	1
2009 Radiant Systems inc	2009 Radiant Systems inc	Fairmont resort properties	01/02/2010	31/01/2011	196	SOFT.LOGI-LB	1
2009 Radiant Systems inc	2009 Radiant Systems inc	Fairmont resort properties	01/02/2010	31/01/2011	196	SOFT.LOGI-LBL	1
2009 Radiant Systems inc	2009 Radiant Systems inc	Fairmont resort properties	01/02/2010	31/01/2011	196	SOFT.LOGI-LP	1
2009 Radiant Systems inc	2009 Radiant Systems inc	Fairmont resort properties	01/02/2010	31/01/2011	196	SOFT.LOGI-LP	1

5. Software Programs

Fairmont Resort Properties Ltd. - Software programs

Supplier	purchase type	Purchaser	Year of purchase	license or serial number	Description	Number of licences
Quick books	retail copy	Fairmont resort properties	2006	06600-53593-07002-800114	quick books pro 2006	1
Quick books	retail copy	Fairmont resort properties	2006	06500-79545-37802-000113	quick books pro 2006	1
Quick books	retail copy	Fairmont resort properties	2006	06600-59553-07802-600114	quick books pro 2006	1
Quick books	retail copy	Fairmont resort properties	2006	06500-79550-45502-800114	quick books pro 2006	1
Quick books	retail copy	Fairmont resort properties	2006	06600-56543-07551-800114	quick books pro 2006	1
Quick books	retail copy	Fairmont resort properties	2006	06500-53443-15002-538495	quick books pro 2006	1
Quick books	retail copy	Fairmont resort properties	2006	06600-59473-07862-600114	quick books pro 2006	1
Quick books	retail copy	Fairmont resort properties	2006	06600-53623-06422-800114	quick books pro 2006	1
Quick books	retail copy	Fairmont resort properties	2006	06500-51489-08157-873554	quick books pro 2006	1
Adobe	retail copy	Fairmont resort properties	na	2200197	Adobe acrobat standard	1
Microsoft	retail copy	Fairmont resort properties	na	6000109501170	Microsoft office for Mac	1
Lotus	retail copy	Fairmont resort properties	na	3316-slou77665944-754544	Lotus notes	1
WordPerfect	retail copy	Fairmont resort properties	na	ws13wrx-0076813	WordPerfect Office	1
Macromedia	retail copy	Fairmont resort properties	na	DWD800-06412-08236-84456	Macromedia Dreamweaver	1
TELEVANTAGE	retail copy	Fairmont resort properties	na	s9720007029	TELEVANTAGE SERVER	1
TELEVANTAGE	retail copy	Fairmont resort properties	na	s9720007029	TELEVANTAGE STATIONS	24
TELEVANTAGE	retail copy	Fairmont resort properties	na	s9720007029	TELEVANTAGE TRUNKS	23
TELEVANTAGE	retail copy	Fairmont resort	na	s9720007029	TELEVANTAGE	22

TELEVANTAGE	retail copy	properties	na	s9720007029	VIEWPOINT	24
TELEVANTAGE	retail copy	Fairmont resort properties	na	s9720007029	TELEVANTAGE AGENTS	
ONCONTACT	retail copy	Fairmont resort properties	na	2688157936532	TELEVANTAGE REPORTER	1
		Fairmont resort properties	na	640000	ONCONTACT	24

SCHEDULE 1.1(eee)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT INVENTORY (NORTHMONT)

The inventory located at 5006 Frontage Road, Fairmont Hot Springs, British Columbia V0B 1L1 which
includes all office supplies at that location.

SCHEDULE 1.1(fff)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT INVENTORY (NORTHWYND)

The inventory located at 5799 3rd St. S.E., Calgary, Alberta T2H 1K1 which includes all office supplies
at that location.

SCHEDULE 1.1(hhh)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT LANDS (CARTHEW) AND PERMITTED ENCUMBRANCES

1. Legal Description

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

2. Permitted Encumbrances

Right of Way F16451 in favour of British Columbia Hydro and Power Authority
Restrictive Covenant XB1133 in favour of Her Majesty the Queen in Right of the Province of
British Columbia as represented by the Ministry of Transportation and Highways
Restrictive Covenant XB16014 in favour of Her Majesty the Queen in Right of the Province of
British Columbia as represented by the Ministry of Transportation and Highways
Restrictive Covenant XB16015 in favour of Her Majesty the Queen in Right of the Province of
British Columbia as represented by the Ministry of Transportation and Highways
Rent Charge XB16016 in favour of Fairmont Hot Springs Resort Ltd.
Rent Charge XB16017 in favour of Fairmont Hot Springs Resort Ltd.
Statutory Building Scheme XB16018 declared by Fairmont Riverside Golf Estates Ltd.
Statutory Right of Way XB16019 in favour of Fairmont Hot Springs Resort Ltd.
Easement XB21574
Restrictive Covenant XJ9448

SCHEDULE 1.1(iii)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT LANDS (NORTHMONT) AND PERMITTED ENCUMBRANCES

1. Legal Description

(A)

013-081-896 Lot 6 District Lot 138 Kootenay District Plan 18181

Legal Notations

None

(B)

011-383-046 Lot 47 District Lot 4084 Kootenay District Plan 17908

Legal Notations

None

2 Permitted Encumbrances

(A)

Rent Charge XC2696 in favour of Fairmont Hot Springs Resort Ltd.
Rent Charge XC2698 in favour of Fairmont Hot Springs Resort Ltd.
Statutory Right of Way XC3972 in favour of Fairmont Hot Springs Resort Ltd.
Statutory Building Scheme XC17871;
Statutory Right of Way XG17148 in favour of British Columbia Hydro and Power Authority
Statutory Right of Way XG17149 in favour of BC Tel

(B)

Rent Charge XB16016 in favour of Fairmont Hot Springs Resort Ltd.
Rent Charge XB16017 in favour of Fairmont Hot Springs Resort Ltd.
Statutory Building Scheme XB16018 declared by Fairmont Riverside Golf Estates Ltd.
Statutory Right of Way XB16019 in favour of Fairmont Hot Springs Resort Ltd.

SCHEDULE 1.1(kkk)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT LEASED EQUIPMENT (NORTHMONT) AND LEASES

Leased Item	Third Party	Contract Start Date	Contract Expiry Date	Type of Service/Description
Postage Machine	Pitney Bowes Global Credit Services	01-Jul-08	30-Jun-13	Postage machine located in Sales Office at the Fairmont Resort
Postage Machine	Pitney Bowes Global Credit Services	01-Jul-07	30-Sept-10	Postage machine located in Reservation Office at the Fairmont Resort

SCHEDULE 1.1(III)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT LEASED EQUIPMENT (NORTHWYND) AND LEASES

Leased Item	Third Party	Contract Start Date	Contract Expiry Date	Type of Service/Description
Postage Machine	Pitney Bowes Global Credit Services	01-Oct-05	30-Sep-10	Postage Machine used in corporate office

SCHEDULE 1.1(qqq)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT PERMITS (NORTHMONT)

None.

SCHEDULE 1.1(rrr)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT PERMITS (NORTHWYND)

None.

SCHEDULE 1.1(sss)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT PREPAID EXPENSES (NORTHWYND)

Prepaid expenses/Deposits

- (a) Deposit on Immigration legal advice
- (b) Deposit with photocopier suppliers for future services
- (c) Deposit with temporary employment agency for future services
- (d) Last two months of office lease for premises located at 5799 3rd St. S.E., Calgary, Alberta.

SCHEDULE 1.1(ttt)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT PROMISSORY NOTES

This Schedule lists the Fairmont Promissory Notes. Each Fairmont Promissory Note has been given the account number set out in the column headed "Account Number", the party or parties who have executed such Fairmont Promissory Note are named in the column headed "Name" and the total amount originally financed by such party or parties pursuant to such Fairmont Promissory Note is set out in the column headed "Original amount of note".

A list of Fairmont Promissory Notes is stored on the attached CD labelled "Fairmont Promissory Notes".

SCHEDULE 1.1(cccc)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT TIMESHARE AGREEMENTS

This Schedule lists the Fairmont Timeshare Agreements purchased by the party or parties named in each row in the columns as recorded in the register of Timeshare Agreements maintained by the Corporation. The Corporation holds a copy of each Fairmont Timeshare Agreement recorded in the register.

Each column has a separate purpose. Columns A through H inclusive are headed "CliFirst", "Cli Last", "CliFirsta", "CliLasta", "CliFirst2" and "CliLast2". "CliFirst2a" and "CliLast2a" which are the headings for first and last names of up to 4 owners per Timeshare Agreement.

The next Column is Column I which is the lease code. The lease code is comprised of 5 elements: The first element is the first letter, this letter indicates the project in which the timeshare interest is registered it would be one of the following: C=Riverside; H=Hillside; R=Riverview. The third element is comprised of 3 digits which indicate the unit number for the timeshare unit in which the timeshare interest is registered. The next 2 numbers indicate the week number for the timeshare interest and it will be a number from 01 to 52. The fourth element is the next two letters which indicate the season in which the timeshare interest has special reservation rights. The possibilities are GO = Gold season; PR = Prime Season; PG = Prime Golf; and SW = Leisure season. The last two letters (if there are two letters after the season designation) indicate that the timeshare interest is either BE or BO. BE standing for Biennial Even, meaning that the timeshare interest can be used every other year where the year is an even number and BO = Biennial Odd which means that the use is every other year during the odd numbered years. For example if the Code was C10649SWBE. This would mean that the timeshare interest was in the Riverside project, unit 106, week 49, in the leisure or winter season, every other year on the even year.

Column J: is a letter code indicating the project in which the timeshare interest is recorded.

Column K: is the date of first use of the timeshare interest.

Column L: indicates the date the timeshare agreement was signed.

Column M: indicates the type of Timeshare Agreement and the possibilities are (1) "leasehold" which indicates that it is a standard leasehold contract (2) "fs" indicates that the purchaser has acquired a contract that automatically converts to a fee simple interest at the end of the lease term and (3) "Conversion" which indicates that the timeshare interest started out as a standard leasehold agreement which has been converted by a separate agreement to allow for the timeshare interest to convert to a fee simple interest at the end of the leasehold term.

Column N: is only included for those timeshare interests that are indicated in Column M as a Conversion contract and Column N indicates the date of the conversion contract.

A copy of the list of Fairmont Time Share Agreements is stored on the attached CD labelled "Fairmont Timeshare Agreements".

SCHEDULE 1.1(eeee)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

FAIRMONT TRUST AGREEMENT LANDS

1. Legal Descriptions

(A)

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)

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

Permit under part 26 of Local Government Act, see KR96874

(C)

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)

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

2 Permitted Encumbrances

(A)

Undersurface Rights L6588 in favour of Her Majesty the Queen in Right of the Province of British Columbia

Exceptions and Reservations XB12931 in favour of Her Majesty the Queen in Right of the Province of British Columbia which reserves to the Crown each of the exceptions and reservations set out in section 47 of the Land Act (British Columbia)

Restrictive Covenant XB16014 in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by the Ministry of Transportation and Highways

Rent charge XB16016 in favour of Fairmont Hot Springs Resort Ltd.

Rent charge XB16017 in favour of Fairmont Hot Springs Resort Ltd.

Statutory Building Scheme XB16019 in favour of Fairmont Hot Springs Resort Ltd.

(B)

Right of Way F16451 in favour of British Columbia Hydro and Power Authority

Statutory Right of Way XB16019 in favour of Fairmont Resort Hot Springs Ltd.

Easement XB21575 in favour of the owner of the adjacent Lot A, Plan 17982

Rent Charge XJ34789 in favour of Fairmont Resort Hot Springs Ltd.

Rent Charge XJ34790 in favour of Fairmont Resort Hot Springs Ltd.

Easement XJ34791 in favour of an adjacent strata development

Statutory Building Scheme XJ34802

(C)

Right of Way F16451 in favour of British Columbia Hydro and Power Authority

Restrictive Covenant XB1133 in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by the Ministry of Transportation and Highways

Restrictive Covenant XB16014 in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by the Ministry of Transportation and Highways
Restrictive Covenant XB16015 in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by the Ministry of Transportation and Highways
Rent Charge XB16016 in favour of Fairmont Hot Springs Resort Ltd.
Rent Charge XB16017 in favour of Fairmont Hot Springs Resort Ltd.
Statutory Building Scheme No. XB16018
Statutory Right of Way XB16019 in favour of Fairmont Hot Springs Resort Ltd.
Easement no. XB21574 in favour of the owner of the adjacent Lot B, Plan 17982

(D)

Undersurface Rights L6588 in favour of Her Majesty the Queen in Right of the Province of British Columbia
Restrictive Covenant XB1133 in favour of Her Majesty the Queen in Right of the Province of British Columbia as represented by the Ministry of Transportation and Highways
Statutory Right of Way XC2701 in favour of Fairmont Hot Springs Resort Ltd.
Statutory Right of Way XC10911 in favour of Fairmont Hot Springs Resort Ltd.
Rent Charge XF25444 in favour of Fairmont Hot Springs Resort Ltd.
Easement XF25445
Easement XF25454
Rent Charge XF34056 in favour of Fairmont Hot Springs Resort Ltd.
Easement XH23564
Claim of Builders Lien CA1093505 in favour of AC Ltd. (as to Lot A only)
Certificate of Pending Litigation CA1530554 in favour of AC Ltd. (as to Lot A only)

SCHEDULE 1.1(xxxx)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LOR CASH

- I Bank of Montreal, Capri Centre, 1141 Harvey Avenue, Kelowna, BC:
- (a) Account Number 0803-1046-251
 - (b) Account Number 0803-1056-214
 - (c) Account Number 0803-1052-387

SCHEDULE1.1(yyyy)

To the Foreclosure Agreement dated June 15, 2010 among Fairmont Resort Properties Ltd, Lake Okanagan Resort Vacation (2001) Ltd., Lake Okanagan Resort (2001) Ltd. and Northwynd Limited Partnership.

LOR CHATTELS

The following chattels located at the Lake Okanagan Resort which is located on lands legally described as: Lot 1, District Lot 3547, Osooyos Division/Yale District Plan 30301, Except Plans 32216, KAP 61751 and KAP 89299, Strata Corporation KAS 316 and Yale District Plan KAP 89299.

The following chattels located in the Office Building

Location	Type	Brand	Description	Serial #	Quantity
Accounting	Office Furniture		Filing Cabinets, 3 Drawers		2
Accounting	Office Furniture		Chair, Office		3
Accounting	Office Furniture		Chair, Armchair		2
Accounting	Office Furniture		Chair, Task		1
Accounting	Office Furniture		Desk, 1 Shelf Cabinet		2
Accounting	Office Furniture		Desk, Standard		1
Accounting	Office Furniture		Desk, Credenza		1
Accounting	Office Furniture		Desk, Large w/ Round Insert + L shape Desk + Hutch w/ 4 Cupboards		1
Accounting	Office Furniture		Desk, Small		2
Accounting	Office Furniture		Printer Cart - Small, Wooden		2
Accounting	Office Furniture		Refrigerator - Small, Bar		1
Accounting	Office Furniture		Filing Cabinets, 4 Drawers		2
Accounting	Office Furniture		Cabinet - 4 Shelves		1
Accounting	Office Furniture		Cabinet, Paper Storage		1
Accounting	Office Furniture		Cabinet, 2 Drawers, 4 Cupboards		1
Accounting	Office Furniture		Cabinet - Metal, 2 Cupboards		1
Accounting	Office Furniture		Table, Glass		1
Accounting	Electronics	Mitel Superset	4025 Superset Telephone	9171-000-0105A	1
Accounting	Electronics	Dell	Computer Monitor	09M556-64180-33M-0A90	1
Accounting	Electronics	Citizen	Stereos	JTR1840	1
Accounting	Electronics	Wyse Ethernet	Modem	150SE	1
Accounting	Electronics	Dell	Desk Speakers	04N5674822034J0020	1
Accounting	Electronics	Canon	Calculator	P1016-D	1
Accounting	Electronics	Franco Typ-Postila	Postage Weigh Scale	4255474	1

Accounting	Electronics	Franco Typ-Postila	Telephone 4025	202465	1
Accounting	Electronics	Mitel Superset	Monitor	RSRDR8849	1
Accounting	Electronics	Benq	Mouse	99L8372RSA50901545	1
Accounting	Electronics	Logitech	N231 Keyboard	N/A	1
Accounting	Electronics	Wyse	Thin Client	KB-2971	1
Accounting	Electronics	Wyse	Thin Client	WT1125SE	1
Accounting	Electronics	D-Link DSS	Ethernet Modem	DR873860000189	1
Accounting	Electronics	Brother HL	Desktop Printer	U61230E6J6603957	1
Accounting	Electronics	Canon	P126D Printer	195649	1
Paper					
Room	Electronics	OCE	Super G3 Printer CF3522	9832-8120147	1
Paper					
Room	Electronics	Royal	VF 1000MX Paper Shredder	Lot3050230787	1
Paper					
Room	Electronics	Ikon Prodigy	Power pac	203289	1

The following chattels located in the Clubhouse

Location	Type	Brand	Description	Serial #	Quantity
Clubhouse	Office Furniture		Filing Cabinet - Large, 4 Drawer		1
Clubhouse	Office Furniture		Upholstered Chair - Small, Blue		1
Clubhouse	Office Furniture		Shelf - Long, 4 Shelves		1
Clubhouse	Office Furniture		Cabinet - 3 Cupboards		1
Clubhouse	Office Furniture		Cabinet - Long, White		1
Clubhouse	Electronics	Bixolon	Bixolon Bar Printer SRP - 350PG	602690214	1
Clubhouse	Electronics	Moneris	POS Model Type 8500-0200	g405534127	1
Clubhouse	Electronics	Uniden	Uniden Cordless phone	V7H383	1
Clubhouse	Electronics	RCA	RCA TV Model # D52130	C053C101h	1
Clubhouse	Electronics	Electrohome	Electrohome TV	N/A	1
Clubhouse	Appliance	GE	Wine Fridge Model CW-110AD	60900148	1
Clubhouse	Electronics	Patton	Patton Heater Fan Model puh680-cn	N/A	1
Clubhouse	Electronics	Northern Telecom	Northern Telecom Phone	N/A	1
Clubhouse	Electronics	Link Pro	Link Pro Office Switch Model 16evf	N/A	1
Clubhouse	Electronics	APC	APC Line-r 600	N/A	3
Clubhouse	Electronics	APC	APC Back - ups cs 500	N/A	2
Clubhouse	Electronics	Cannon	Cannon P126-d Calculator	195645	1
Clubhouse	Electronics	Brother	Brother Printer MFC-5440CNZ	U61091m5f417375	1
Clubhouse	Electronics	Comstream	Comstream Model DR200	40033896	1
Clubhouse	Electronics	Comstream	Comstream Model DR200	40030041	1
Clubhouse	Electronics	Polk	Polk Audio SR H1000	AM113801110	1
Clubhouse	Electronics	TOA	TOA 700series AMP #A-712	04g8729740	1
Clubhouse	Electronics	Bixolon	Bixolon Bar Printer SRP - 350PG	602690648	1
Clubhouse	Electronics	Moneris	POS Model Type 8500-0200	FC07641264	1
Clubhouse	Electronics	Samsung	SAMSUNG Receipt Printer #srp-270cg	507770169	1
Clubhouse	Electronics	Linksys	Linksys Model ef3116	N/A	1
Clubhouse	Electronics	Linksys	Linksys Wireless G Router	N/A	3
Clubhouse	Electronics	Linksys	Linksys 10/100 5 Port Workgroup Switch	N/A	2
Clubhouse	Electronics	Vtech	Vtech Phone Model # CS5111	700713019	1
Clubhouse	Electronics	Wyse	Wyse Winterm X11-15303	00039-113-543-305	1
Clubhouse	Electronics	Dell	Dell Monitor	CN-09M556-64180-33M-	1

Clubhouse	Electronics	Samsung	SAMSUNG Receipt Printer #srp-270cg	0A8S	1
Clubhouse	Electronics	Bixolon	Bixolon Bar Printer SRP - 350PG	606780188	1
Clubhouse	Electronics	Moneris	POS Model Type 8500-0200	602690575	1
Clubhouse	Electronics	Moneris	POS Model Type 8500-0200	S5441200474	1
Clubhouse	Electronics	Mitel	MITEL SUPERSET 4001	S5421100300	1
Clubhouse	Electronics	Acer	ACER LCD MONITOR	RSRCU3871	1
Clubhouse	Electronics	Wyse	Wyse Winterm X11-15303	ETLEOD001911024B78501	1
Clubhouse	Electronics	Canon	CANON P23DH2	614BEBQ4393	1
Clubhouse	Electronics	Samsung	SAMSUNG ML2010	N/A	1
Clubhouse	Electronics	Mosfet	MOSFET POWER AMP RA2100B	BKBL20732BJ	1
Clubhouse	Electronics	Rane	Rane Room Combining Panel RCP 4	N/A	2
Clubhouse	Electronics	Rane	Rane Splitter Router Mixer SRM 66	N/A	1
Clubhouse	Electronics	Rolls	Rolls Mix Max RM81	N/A	1
Clubhouse	Electronics	Pioneer	Pioneer PD-M601	N/A	1
Clubhouse	Electronics	Moneris	POS Model Type 8500-0200	mf3647206 a	1
Clubhouse	Electronics	Bixolon	Bixolon Bar Printer SRP - 350PG	g405534117	1
Clubhouse	Electronics	Samsung	SAMSUNG Receipt Printer #srp-270cg	602690646	1
Clubhouse	Electronics	Food Saver	Food Saver V2490	507770371	1
Clubhouse	Electronics	Moneris	POS Model Type 8500-0200	CE117240211	1
Clubhouse	Electronics	Moneris	POS Model Type 8500-0200	FC05964177	1
Clubhouse	Electronics	Moneris	POS Model Type 8500-0200	fa00092814	1
Clubhouse	Electronics	Moneris	POS Model Type 8500-0200	fc07641311	1
Clubhouse	Electronics	Samsung	SAMSUNG Receipt Printer #srp-270cg	507770170	1
Clubhouse	Electronics	Bixolon	Bixolon Bar Printer SRP - 350PG	602690647	1
Clubhouse	Electronics	Bixolon	Bixolon Bar Printer SRP - 350PG	60260215	1
Clubhouse	Electronics	Bixolon	Bixolon Bar Printer SRP - 350PG	602690231	1
Clubhouse	Electronics	NEC	NEC AV Center AV - 200	N/A	1
Clubhouse	Electronics	Sirius	SR - H1000 Sirius Satellite Radio Tuner	N/A	1
Clubhouse	Electronics	TOA	TOA 500series AMP #A-506a	N/A	1
Clubhouse FOH	Banquet Furniture		Brown Metal Chairs		122
Clubhouse FOH	Banquet Furniture		Beige Metal Chairs		70
Clubhouse FOH	Banquet Furniture		12' Wood Tables		11
Clubhouse FOH	Banquet Furniture		6' Wood Tables		2
Clubhouse FOH	Banquet Furniture		4' Wood Tables		7
Clubhouse FOH	Banquet Furniture		8' Round Tables		22
Clubhouse FOH	Banquet Furniture		White Folding Chairs		2

Clubhouse FOH	Banquet Furniture	2' Round Stone Tables	7
Clubhouse FOH	Cabanas	4' Round Blue Tables	9
Clubhouse FOH	Furniture	4 Person Blue Tables	12
Clubhouse FOH	Cabanas	4 Person Tables	25
Clubhouse FOH	Furniture	2 Person Tables	15
Clubhouse FOH	Chateau Furniture	Dining Room Chairs	125
Clubhouse FOH	Chateau Furniture	Piece Dance Floor	120
Clubhouse FOH	Chateau Furniture	Planters	29
Clubhouse FOH	Patio Furniture	White Plastic Chairs	184
Clubhouse FOH	Patio Furniture	White Plastic Tables	51
Clubhouse FOH	Patio Furniture	Plastic Recliners	50
Clubhouse FOH	Patio Furniture	Sm. Coffee Tables	22
Clubhouse FOH	Patio Furniture	Bar Stools	8
Clubhouse FOH	Patio Furniture	Wooden Chairs	48
Clubhouse FOH	Patio Furniture	Square Blue Plastic 4 Person	12
Clubhouse FOH	Patio Furniture	Blue Chairs Plastic	49
Clubhouse FOH	Patio Furniture	Wooden Picnic Tables	5
Clubhouse Kitchen	Cooking	Freezer (Standup)	1
Clubhouse Kitchen	Equipment	Steamer	1
Clubhouse Kitchen	Cooking	Electric Convection Oven	1
Clubhouse Kitchen	Equipment	Salamander	1
Clubhouse Kitchen	Cooking	Low Boy Burner	1
Clubhouse Kitchen	Equipment	Deep Frier	2
Clubhouse Kitchen	Cooking	Aquatina Fridge	1
Clubhouse Kitchen	Equipment	Grill 32x32	1
Clubhouse Kitchen	Cooking	Line Cooler	1
Clubhouse Kitchen	Equipment	S/U Cooler	1
Clubhouse Kitchen	Cooking	Hot Speed Rack	1
Clubhouse Kitchen	Equipment	Deep Freeze	1
Clubhouse Kitchen	Cooking	Ice Machine	1

Clubhouse Kitchen	Equipment Cooking	True Refrigerate	Two Door	4538799	1
Clubhouse Kitchen	Equipment Cooking	Cold Stream Freeze Cold Stream	6 Door	N/A	1
Clubhouse Kitchen	Equipment Cooking	Garland	4 Door	N/A	1
Clubhouse Kitchen	Equipment Cooking	Cleavland	2 Oven-Convection	N/A	1
Clubhouse Kitchen	Equipment Cooking	Turbo Air	Steamer	N/A	1
Clubhouse Kitchen	Equipment Cooking	Salad Fridge	Cooler-mod Eb TST48SD	5412112011	1
Clubhouse Kitchen	Equipment Cooking	General	True Refrigerator	N/A	1
Clubhouse Kitchen	Equipment Cooking	Holman	Stand Up Cooler	N/A	1
Clubhouse Kitchen	Equipment Cooking	Bradley	Toaster	N/A	1
Clubhouse Kitchen	Equipment Cooking	Garland	Bradley Smoker	912006370010330	1
Clubhouse Kitchen	Equipment Cooking	Garland	Sally	N/A	1
Clubhouse Kitchen	Equipment Cooking	Garland	6 Burner	N/A	1
Clubhouse Kitchen	Equipment Cooking	Garland	Broiler	N/A	1
Clubhouse Kitchen	Equipment Cooking	Imperial	Fryer	N/A	1
Clubhouse Kitchen	Equipment Cooking	Imperial	Fryer	N/A	1
Clubhouse Kitchen	Equipment Cooking	Imperial	Flat Top	N/A	1
Clubhouse Kitchen	Equipment Kitchen Furniture	Taylor Stainless Terminal Terminal	Taylor Scale 30x26x26 Counter 30x66x33 Counter 36x31x35 counter Steal Trolly Trolly	TS25KL	1 1 1 1 2 1
Clubhouse Kitchen	Equipment Kitchen Furniture	Steal Carts	Steal Carts		2
Clubhouse Kitchen	Equipment Kitchen Furniture	Banquet Table	Banquet Table		1
Clubhouse Kitchen	Equipment Kitchen Furniture	Prep Table w/ Drawers	Prep Table w/ Drawers		1
Clubhouse Kitchen	Equipment Kitchen Furniture	8ft Prep Table	8ft Prep Table		3
Clubhouse Kitchen	Equipment Kitchen Furniture	Sink w/ Double Drawers	Sink w/ Double Drawers		1

Clubhouse Kitchen	Kitchen Furniture	Refrigerator Table (no name)	1
Clubhouse Kitchen	Kitchen Furniture	12ft Hotwell	1
Clubhouse Kitchen	Kitchen Furniture	6' Prep Table	1
Executive Chef's Office	Office Furniture	Chair, Office	1
Executive Chef's Office	Office Furniture	Desk, 2 and 2 Drawers	1
Executive Chef's Office	Office Furniture	Filing Cabinet - Small, 2 Drawers	1
Executive Chef's Office	Office Furniture	Chair, Armchair	1
F & B Manager	Office Furniture	Chair, Armchair	1
F & B Manager	Office Furniture	Chair, Standard Office	1
F & B Manager	Office Furniture	Desk - 2 and 3 Drawers	1
F & B Manager	Office Furniture	Desk - Small, 2 Drawers	1
F & B Manager	Office Furniture	Filing Cabinet - 3 Drawers	1
F & B Manager	Office Furniture	Cabinet, 4 Cupboards	1

The following chattels located in the Office Building

Location	Type	Brand	Description	Serial #	Quantity
Front Desk	Office Furniture		Chair, Office		1
Front Desk	Office Furniture		Storage, Long Counter w/ Storage Shelves and Cupboards		1
Front Desk	Office Furniture		Storage, Long Tall Cabinet w/ Cupboards		1
Front Desk	Office Furniture		Storage, Long Front Counter w/ Various Shelves, Drawers and Cupboards		1
Front Desk	Office Furniture		1000 Phone Superconsole	AABDS2997	1
Front Desk	Electronics	Mitel	4025 Superset Phone	AABDY7021	1
Front Desk	Electronics	Mitel	920x Computer Syncmaster	MJ19HVFL700402V	1
Front Desk	Electronics	Samsung	Paymentech Debit Machine	209387355	1
Front Desk	Electronics	Chase	Paymentech Pin Pad	209578863	1
Front Desk	Electronics	Chase	Radio	8912023	1
Front Desk	Electronics	Motorola	Modem	9QB8D100996	1
Front Desk	Electronics	Wyse Modem	X183H Computer	91101009285	1
Front Desk	Electronics	Acer	Modem	9QB8CA12570	1
Front Desk	Electronics	Wyse Modem	4150 Phone	AABDY7860	1
Front Desk	Electronics	Mitel	AL1706 Computer	71037133340	1
Front Desk	Electronics	Acer	Printer	2CK7230DKN	1
Front Desk	Electronics	HP iPAQ	Wireless Router	CDFF1G396785	1
Front Desk	Electronics	Linksys Router	Card Scanner	9061100065	1
Front Desk	Electronics	KDE Inc	Computer	1.6175E+13	1
Front Desk	Electronics	ACE Tower	Keyboard	03100103478D	1
Front Desk	Electronics	Wyse	Keyboard	6189758	1
Front Desk	Electronics	IBM	Desk - L shape, Hutch, 2 and 2 Drawers		1
Front Desk	Office Furniture		Chair, Office		1
Front Desk	Office Furniture		Chair, Armchair		1
Front Desk	Office Furniture		Filing Cabinet, 4 Drawer		1
Front Desk	Office Furniture		Bar Fridge		1
Front Desk	Electronics	Samsung	Computer Syncmaster 701N	701N MJ17H9nI625121B	1
Front Desk	Electronics	Mitel Superset	Superset 4025 Phone	AABDY6981	1
Front Desk	Electronics	Wyse	Computer Modem	9QB8CA2579	1
Front Desk	Electronics	Brother	420 CN MFC printer	U61084L5F784430	1
Front Desk	Electronics	Ricoh	MP4000sp Printer	M5585400103	1
Front Desk	Electronics	Wyse	Computer keyboard	5G95605843B	1
Outside Front Office	Office Furniture		Patio Table, Heavy Stone		1
Outside Front Office	Office Furniture		Chairs - Wrought Iron, Cushion		2
Outside Front Office	Office Furniture		Benches - Wooden, Wrought Iron		4



Office

Outside Front

Office

Outside Front

Office

Office Furniture

Office Furniture

Chairs, Patio

Outdoor Coffee Table, Wooden

2

1

The following chattels located in the Office

Location	Type	Brand	Description	Serial #	Quantity
GM Office	Office Furniture		Chair, Armchair		4
GM Office	Office Furniture		Chair, Large Wingback		2
GM Office	Office Furniture		Chair, Standard Office		3
GM Office	Office Furniture		Desk, 2 and 2 Drawers		1
GM Office	Office Furniture		Desk - L Shaped, 2 Drawers		1
GM Office	Office Furniture		Desk - Large - 2 and 2 Drawers		1
GM Office	Office Furniture		Filing Cabinet - 2 Drawers		1
GM Office	Office Furniture		Cabinet - Wooden, 3 Shelves		1
GM Office	Office Furniture		Filing Cabinet - 4 Drawers		1
GM Office	Office Furniture		Cabinet - Wooden, 2 Drawers, 3 Cupboards		1
GM Office	Office Furniture		Storage, Small Credenza		1
GM Office	Office Furniture		Table - Small Glass Patio		1
GM Office	Office Furniture		End Table - Small Wooden		1

The following chattels located in the Office Building

Location	Type	Brand	Description	Serial #	Quantity
Groups Coordinator	Electronics	Wyse	Modem	9QB8CA01978	1
Groups Coordinator	Electronics	Microsoft	Mouse	N/A	1
Groups Coordinator	Electronics	Microsoft	Keyboard	65801670112	1
Groups Coordinator	Electronics	emachines	E181 HV Monitor	1005355042	1
Sales Office	Electronics	Acer	AI 1916W Computer	74405734442	1
Sales Office	Electronics	Wyse	Modem	9QB8CA02423	1
Sales Office	Electronics	Mitel	4025 Phone superset	older model	1
Sales Office	Electronics	APC Backup	Backup pack	1XHUSA25571XPN	1
Sales Office	Electronics	Royal	Paper Shredder	80X0405162325	1
Sales Office	Electronics	Dell Laptop	Dell Laptop	X1060256	1
Sales Office	Electronics	Wyse	Computer keyboard	03100103338D	1
Sales Office	Electronics	Benq	Benq monitor	99LIC72A6A51402878	1
Sales Office	Electronics	Wyse	Modem	9QB8D101094	1
Sales Office	Electronics	Dell	Keyboard	LZE11310848	1
Sales Office	Electronics	Mitel	Superset phone	SA910502113	1
Sales Office	Electronics	Dell	Mouse	LZE11310848	1
Sales Office	Office Furniture		Desk - Large L Shape, 2 and 2 Drawers, Hutch		1
Sales Office	Office Furniture		Chairs, Large Wingback		2
Sales Office	Office Furniture		Desk - Small, Hutch w/ Cupboards		1
Sales Office	Office Furniture		Desk - 2 and 3 Drawers		1
Sales Office	Office Furniture		Chair, Standard Office		2
Sales Office	Office Furniture		End Table, Glass		1
Sales Office	Office Furniture		Chair, Armchair		2
Sales Office	Office Furniture		Filing Cabinet - 4 Drawer		1
Sales Office	Office Furniture		Cabinet - Wooden, 2 Shelves		1

The following chattels located in the Housekeeping Building

Location	Type	Brand	Description	Serial #	Quantity
Housekeeping	Electronics	Microsoft	Mouse	N/A	1
Housekeeping	Electronics	Acer	Monitor AL1717	AL1718	1
Housekeeping	Electronics	Wyse	Wyse Ethernet WT11255E	WT11255E	1
Housekeeping	Electronics	Mitel	Superset 4025 Telephones 913-028	173-2442A	1
Housekeeping	Electronics	Mitel	Superset 4025 Telephones 913-028	173-5334A	1
Housekeeping	Electronics	Microsoft	Microsoft keyboard 7668202051780	N/A	1
Housekeeping	Electronics	Samsung ML	Samsung printer ML 2010 BKAL205789E	N/A	1
Housekeeping	Electronics	Kenwood	Kenwood TK2202 Radios w/ Chargers	N/A	4
Housekeeping	Office Furniture		Desk - 2 and 2 Drawers		1
Housekeeping	Office Furniture		Chair, Standard Office		2
Housekeeping	Office Furniture		Desk - 2 and 3 Drawers		1
Housekeeping	Office Furniture		Cabinet - Small, 1 Cupboard		1
Housekeeping	Office Furniture		Filing Cabinet - 2 Drawers		1

The following chattels located in the Housekeeping Building

Location	Type	Brand	Model	Description	Serial #	Quantity
Laundry Room	Laundry Equipment	Huebsch	NA	Washer # 1	8602/18078	1
Laundry Room	Laundry Equipment	Wascomat	772348743	Washer # 2	G0247104AB	1
Laundry Room	Laundry Equipment	Wascomat	772348721	Washer # 3	8906/006403	1
Laundry Room	Laundry Equipment	Wascomat	772348787	Washer # 4	66280/0000296	1
Laundry Room	Laundry Equipment	Wascomat	987301004	Dryer # 1	207500006518	1
Laundry Room	Laundry Equipment	Wascomat	987301004	Dryer # 2	607500000774	1
Laundry Room	Laundry Equipment	Wascomat	987301004	Dryer # 3	607500101483	1
Laundry Room	Laundry Equipment	Inglis		Residential Washing Machine		1
Laundry Room	Laundry Equipment			Folding Table		2
Laundry Room	Laundry Furniture			Metal Shelving		9
Laundry Room	Laundry Furniture			Wooden Chairs		12
Laundry Room	Laundry Furniture			Table		1
Laundry Room	Laundry Furniture			Folding Table		1
Laundry Room	Electronics	Whirlpool	YMH1170X5Q-2	Microwave	TRW1411604	1
Laundry Room	Electronics	Whirlpool	YMH1170X5Q-3	Microwave	TRW1411511	1
Laundry Room	Electronics	Whirlpool	YMH1170X5Q-4	Microwave	TRW1411513	1
Laundry Room	Appliances	Admiral	Na	Fridges	EU361531	1
Laundry Room	Appliances	Admiral	Na	Fridges	EU361131	1
Laundry Room	Appliances	Admiral	Na	Fridges	EU361187	1
Laundry Room	Appliances	Moffat	MUS26675L-4	Mini Fridge	LGH23459876	1

The following chattels located in the Maintenance Building

Location	Type	Brand	Description	Serial #	Quantit
Maintenance	Electronics	Wyse	Thin Client	WT1125SE	1
Maintenance	Electronics	Acer	Monitor		
Maintenance	Electronics	LCD		ETL72081607040805	1
Maintenance	Electronics	Brother	HL-20 Desktop Printer	U61230H6J493048	1
Maintenance	Electronics	Fluke	Fluke 117 True RMS Multi meter	N/A	1
Maintenance	Electronics	D-Link	D-Link router 524	N/A	1
Maintenance	Electronics	D-Link	D-Link switch DSS-5+	N/A	1
Maintenance	Electronics	Lab	Lab Semi Pro LDK25	N/A	1
Maintenance	Electronics	Lorex	Lorex Edge Security System w/ Cameras DG03091000482	DG03091000482	1
Maintenance	Electronics	Dell	Dell Keyboard 07N242-71616-38R-G307	07N242-71616-38R-G307	1
Maintenance	Electronics	Microsoft	Microsoft Mouse 3882A611	3882A611	1
Maintenance	Electronics	Kenwood	Handheld Kenwood Radios TK2202	N/A	4
Maintenance	Electronics	Vertex	Handheld Vertex Standard Radios VX354	N/A	4
Maintenance	Electronics	Mitel	Superset 4025 Telephones	N/A	3
Maintenance	Office Furniture		Desk - Large, 3 and 3 Drawers		2
Maintenance	Office Furniture		Desk - Small, 2 Drawers		1
Maintenance	Office Furniture		Chairs, Standard Office		1
Maintenance	Office Furniture		Filing Cabinet - 2 Drawers		2
Maintenance	Electronics	Dell	Dell Monitor	N/A	1
Golf + Grounds Office	Electronics	Wyse	Wyse Keyboard KB 2971	KB2971	1
Golf + Grounds Office	Electronics	Wyse	Wyse Ethernet 61409BEBU	61409BEBU	1
Golf + Grounds Office	Electronics	Microsoft	Microsoft Mouse 77720-600-4583872	4583872	1
Golf + Grounds Office	Electronics	Mitel	Superset 4025 Telephone	N/A	1

The following chattels located in the Office Building

Location	Type	Brand	Description	Serial #	Quantity
Owner Services Office	Office Furniture		Desk - L Shape, Hutch		1
Owner Services Office	Office Furniture		Cabinet, Large, 2 Cupboards		1
Owner Services Office	Office Furniture		Filing Cabinet, 5 Drawers		3
Owner Services Office	Office Furniture		Filing Cabinet, 4 Drawers		4
Owner Services Office	Office Furniture		Chair, Standard Office		2
Owner Services Office	Office Furniture		Chair, Lounge		2
Owner Services Office	Office Furniture		Desk - Large, Keyboard Attachment		1
Owner Services Office	Office Furniture		Desk, Large		1
Owner Services Office	Electronics	Labtech	Mouse	PN 73801	1
Owner Services Office	Electronics	Mitel Superset	4025 Telephone	RSDR8844	1
Owner Services Office	Electronics	Acer	1916WA Monitor	ETL8608024744	1
Owner Services Office	Electronics	Plantronics	Telephone C550 Headset	C22-60950	1
Owner Services Office	Electronics	Wyse	Keyboard	KB2971	1
Owner Services Office	Electronics	Wyse	Thin Client	9Q8B8CA02570	1
Owner Services Office	Electronics	Teledex	Telephone	232442	1
Owner Services Office	Electronics	Microsoft	Mouse	806938	1
Owner Services Office	Electronics	Dell	Keyboard, N242 Computer	38844-348-3175	1
Owner Services Office	Electronics	Benq	Monitor, 705 Computer	ppLIC72A6A5	1
Owner Services Office	Electronics	Wyse	Thin Client	WT1125SE	1

The following chattels located in the Kingfisher Building

Location	Type	Brand	Description	Serial #	Quantity
Resort Store	Electronics	Sony/ Magnasonic	Stereo Systems	4107139/80901866	2
Resort Store	Electronics	Sony	Model-PS430M Speakers	N/A	2
Resort Store	Electronics	Epson	Reciept Printer	1GZ0402345	1
Resort Store	Electronics	Samsung	Microwave	7mbb801535	1
Resort Store	Electronics	Mitel	Phone, Superset 4025 Phone	SA9040502090	1
Resort Store	Electronics	XPLIO	Monitor, Computer	193S94956B612C71084101	1
Resort Store	Electronics	Logitech	Keyboard	867771-0403	1
Resort Store	Electronics	Brother	Printer, HL-20	U661230H7J598896	1
Resort Store	Electronics	HP Compaq	Computer Tower	2UA5080T57	1
Resort Store	Electronics	Logitech	Mouse	832343-000	1
Resort Store	Electronics	Smart Power	Power Systems Backup	UTBF07SG-UPS	1
Resort Store	Furniture		Display, 2 Shelf Bench		1
Resort Store	Furniture		Display, Small Wooden Shelves		14
Resort Store	Furniture		Display, 5 Shelf Wood		1
Resort Store	Appliance	Fogel	Storage, Standing Food Freezer (1 Door)	90911021	1
Resort Store	Appliance	General Refrigeration	Storage, 2 Door Cooler	C06-0471	1
Resort Store	Furniture		Desk, Small		1
Resort Store	Furniture		Cabinet - 2 Cupboards		1

The following chattels located in the Office Building

Location	Type	Brand	Description	Serial #	Quantity
Server Room	Electronics	GE	Transistor radio	N/A	1
Server Room	Electronics	GE	Auto Electric Wall Mount Phone	N/A	1
Server Room	Electronics	Seenix	Monitor Ser # 15HY01	15HY01	1
Server Room	Electronics	Dell	Keyboard Ser # 17N242-71616-41E-0010	17N242-71616-41E-0010	1
Server Room	Electronics	Dell	Mouse Ser # LNA 33214563	LNA 33214563	1
Server Room	Electronics	Com Super Stock	11 Switch 3300 - 10.200.1245	N/A	1
Server Room	Electronics	HP	Pro Curve Switch - 2510-24 J9019B	N/A	1
Server Room	Electronics	Linksys	Ethernet Switch mode # EF4124	EF4124	1
Server Room	Electronics	3Com	Office Connect Dudal Hub 16 ser # 0100/7M9F011691	0100/7M9F011691	1
Server Room	Electronics	Cisco	Fax Modems -229-9338A	N/A	3
Server Room	Electronics	Dell	Server Power Edge 2600 # FTJ9J41	N/A	1
Server Room	Electronics	D-Link	D1-604 Broadband Router	N/A	1
Server Room	Electronics	Juniper Networks	Netscan E2C001518	N/A	1
Server Room	Electronics	Cisco	Control Device Master AIS -2/4/8	N/A	1
Server Room	Electronics	Interallia	Voice Mail System	N/A	1
Server Room	Electronics	Omega	Rev 120 GB Ext HD	N/A	1
Server Room	Electronics	Cisco	1800 Switch	N/A	1
Server Room	Electronics	Mitel	DNIC - On Hold Paging Units	N/A	2
Server Room	Electronics	Westel	Westel Units - 12/1PCD/685308/N01/BCTC/000	N/A	2
Server Room	Electronics	Mitel	SX200 - Phone System Cabinet 1	N/A	3
Server Room	Electronics	Linksys	Mod # 3F3124	N/A	1
Server Room	Electronics	D-link	B2A2151005287	N/A	1
Server Room	Electronics	Mitel	Data Set 1103	N/A	1
Server Room	Electronics	Tripplite	Smart Pro UPS	N/A	1
Server Room	Electronics	Linksys	Large Surge Protector Office 5000VA	N/A	1
Server Room	Electronics	BSD	Fibre Thernet Media Converter	N/A	2
Server Room	Electronics	D-Link	Ethernet Bridge TX-100 Base FX	N/A	1

The following chattels located in the Kingfisher Building

Location	Type	Brand	Description	Serial #	Quantity
Theatre Room	Office Furniture		Chairs, Lounge		9
Theatre Room	Office Furniture		Table, Round		1
Theatre Room	Office Furniture		Cabinet - 2 Cupboards		1
Theatre Room	Office Furniture		Table, Metal Round		1
Theatre Room	Office Furniture		Bar Fridge		1
Theatre Room	Office Furniture		Cabinet - 2 Cupboards, 3 Shelves		1
Theatre Room	Office Furniture		Chairs, Dining Room		2

Chattels located in Pointe Beach Villa 1000 Building

Location	Type	Brand	Model	Description	Serial #	Quantity
Pointe Beach Villa 1000	Appliance	GE	N/A	Fireplace		24
Pointe Beach Villa 1000	Appliance	Frigedaire	CFES3025LS	Stove		24
Pointe Beach Villa 1000	Appliance	Whirlpool	YWMH1162XVS	Mincrowave		24
Pointe Beach Villa 1000	Appliance	Frigedaire	CFRT1826LS	Fridge		24
Pointe Beach Villa 1000	Appliance	Frigedaire	FFBD2407LS	Dishwasher		24
Pointe Beach Villa 1000	Appliance	Frigedaire	FTF530FS	Washing Machine		24
Pointe Beach Villa 1000	Appliance	Frigedaire	FEQ332CES	Clothes Dryer		24
Pointe Beach Villa 1000	Electronics	Panasonic	TH-42PY8OUA	T.V.42"		24
Pointe Beach Villa 1000	Electronics	Zenith	L26W565SA	T.V.26"		48
Pointe Beach Villa 1000	Electronics	Panasonic	J10D	Stereo		24
Pointe Beach Villa 1000	Electronics	Panasonic	N2QAYB86622	Remote Control		72
Pointe Beach Villa 1000	Electronics	LG	LDA831	DVD player		72
Pointe Beach Villa 1000	Electronics	mitel	SA910501631	Phone		36
Pointe Beach Villa 1000	Electronics	Carrier	N/A	PTAC A/C		48
Pointe Beach Villa 1000	Furniture	Majestic		King Mattress/Box		48
Pointe Beach Villa 1000	Furniture			King Frame		48
Pointe Beach Villa 1000	Furniture			King Headboard		48
Pointe Beach Villa 1000	Furniture			Twin Mattress/Box		48
Pointe Beach Villa 1000	Furniture			Twin Frame		48
Pointe Beach Villa 1000	Furniture			Twin Headboard		48
Pointe Beach Villa 1000	Furniture			Night Stand		42
Pointe Beach Villa 1000	Furniture			Sofa Bed		24
Pointe Beach Villa 1000	Furniture			Armchair		48
Pointe Beach Villa 1000	Furniture			Kitchen Table		24
Pointe Beach Villa 1000	Furniture			Kitchen Chairs		96
Pointe Beach Villa 1000	Furniture			Side Table		48
Pointe Beach Villa 1000	Furniture			Sofa Mirror		48
Pointe Beach Villa 1000	Furniture			Mirrors		24
Pointe Beach Villa 1000	Furniture			Armoire		72
Pointe Beach Villa 1000	Furniture			Coffee Tables		24
Pointe Beach Villa 1000	Furniture			End Tables		96
Pointe Beach Villa 1000	Furniture			Patio Chairs		96
Pointe Beach Villa 1000	Furniture			Patio Table Large		48
Pointe Beach Villa 1000	Furniture			Patio Table Small		24
Pointe Beach Villa 1100	Appliance	Frigedaire	N/A	Fireplaces		24
Pointe Beach Villa 1100	Appliance	Frigedaire	CFES3025LS	Stove		24
Pointe Beach Villa 1100	Appliance	Whirlpool	YWMH1162XVS	Microwave		24

Pointe Beach Villa 1100	Appliance	Fridgedaire	CFRT1826LS	Refrigerator	24
Pointe Beach Villa 1100	Appliance	Fridgedaire	FFBD2407LS	Dishwasher	24
Pointe Beach Villa 1100	Appliance	Fridgedaire	FTF530FS	Clothes Washer	24
Pointe Beach Villa 1100	Appliance	Fridgedaire	FEQ332CES	Clothes Dryer	24

The following chattels located in Staff Housing

Location	Type	Brand	Model	Description	Serial #	Quantity
New Staff House	Appliance	Admiral	NA	Fridges	EU361582	1
New Staff House	Appliance	Admiral	NA	Fridges	EU361521	1
New Staff House	Appliance	Admiral	NA	Fridges	EU361129	1
New Staff House	Appliance	Admiral	NA	Fridges	EU361515	1
New Staff House	Appliance	Admiral	NA	Fridges	EU361508	1
New Staff House	Appliance	Admiral	NA	Fridges	EU361531	1
New Staff House	Appliance	Admiral	NA	Fridges	EU361131	1
New Staff House	Appliance	Admiral	NA	Fridges	EU361187	1
New Staff House	Appliance	Admiral	NA	Fridges	EU361423	1
New Staff House	Appliance	Admiral	NA	Fridges	EU361367	1
New Staff House	Appliance	Moffatt	USM2559T-6	Stove		1
New Staff House	Appliance	Inglis	IS82000	Washer	MU2209329	1
New Staff House	Appliance	Inglis	IS82001	Dryer	MU4716047	1
New Staff House	Furniture		Mate Bed Frames			6
New Staff House	Furniture		Sofa Beds			7
Old Staff House	Appliance	Frigidaire	FLET124FWO	Fridge	7188550	1
Old Staff House	Appliance	Danby	DFF9102W	Fridge	DFF9102	1
Old Staff House	Appliance	Frigidaire	FLET124FWO	Fridge	RA71885830	1
Old Staff House	Appliance	Admiral	NA	Fridge	EU361516	1
Old Staff House	Appliance	Admiral	NA	Fridge	EU361725	1
Old Staff House	Appliance	Admiral	NA	Fridge	EU361127	1
Old Staff House	Appliance	Frigidaire	FRT8B5EWA	Fridge	BA61134109	1
Old Staff House	Appliance	Whirlpool	YMH1170X5Q-2	Microwave	TRW1411557	1
Old Staff House	Appliance	Moffatt	USM2559T-6	Stove	AW280127	1
Old Staff House	Appliance	Inglis	IS45000	Washer	CU2220145	1
Old Staff House	Appliance	Electrolux	FWX8332A52	Washer	XC63109075	1
Old Staff House	Appliance	Inglis	IS82000	Dryer	MU2209327	1
Old Staff House	Appliance	Inglis	IS82001	Dryer	MU4716051	1
Old Staff House	Furniture		Mate Bed Frames			40
Old Staff House	Furniture		Sofa Beds			6
Old Staff House	Electronics	PTAC	52PEA212331RC	HVAC	4606X86388	1
Old Staff House	Electronics	PTAC	52PEA212331RC	HVAC	4606X86387	1

The following Chattels located in the Maintenance Building

Location	Type	Brand	Model	Description	Serial #	Quantity
Kokanee Storage	Furniture	NA	NA	Twin Mattress	NA	2
Kokanee Storage	Furniture	NA	NA	Twin Box Spring	NA	2
Kokanee Storage	Furniture	NA	NA	32" T.V. (Used) Need Repairs	NA	5
Kokanee Storage	Appliances	Inglis	NA	Stove (Large)	1011073	1
Kokanee Storage	Appliances	Inglis	NA	Stove (Large)	1011076	1
Kokanee Storage	Appliances	Fridgid	NA	Dishwasher	FDB520RH50	1
Kokanee Storage	Appliances	Aire	NA	Dishwasher	NA	1
Kokanee Storage	Appliances	Fridgid	NA	Hide A Bed (Used)	NA	6
Kokanee Storage	Furniture	Aire	NA	T.V. Stand (Used)	NA	1
Kokanee Storage	Furniture	NA	NA	Queen Box Spring	NA	1
Kokanee Storage	Furniture	NA	NA	Dining Rm Table (Used)	NA	1
Kokanee Storage	Furniture	NA	NA	Trampolines (Large)	NA	8
Kokanee Storage	Water park Parts	Rave	NA	Trampolines (Small)	NA	8
Kokanee Storage	Water park Parts	Rave	NA	Water Slide	NA	6
Kokanee Storage	Water park Parts	Rave	NA	Bridge	NA	8
Kokanee Storage	Water park Parts	Rave	NA	Launcher	NA	6
Kokanee Storage	Water park Parts	Rave	NA	Ladders	NA	16
Kokanee Storage	Water park Parts	Rave	NA	Hide A Bed Frame	NA	2
Kokanee Storage	Furniture	NA	NA	Hide A Bed Mattress	NA	3
Kokanee Storage	Furniture	NA	NA	Fridge/Stove Combo	D2000W	1
Lakeside Storage	Appliances	NA	NA	Fridgid Aire Stove	CFEF358ES	1
Lakeside Storage	Appliances	NA	NA	Inglis Dryer	W101365	1
Lakeside Storage	Appliances	NA	NA	Inglis Washer	02105PM	1
Lakeside Storage	Appliances	NA	NA	Frigid Aire Fridge	DG57C84RAU6	1
Lakeside Storage	Appliances	NA	NA	Frigid Aire Stove(Small)	1020486	1
Lakeside Storage	Appliances	NA	NA	John Wood Hot Wtr Tank	0935F708248	1
Maintenance Yard	Garbage Collection equipment	NA	NA	Garbage Trailer (Green)	NA	4
Maintenance Yard	Road Maintenance Eq.	Meyer	NA	Plow Kit (Hydraulic)	NA	1
Maintenance Yard	Road Maintenance Eq.	Henderson	NA	Sanding Unit	NA	1
Maintenance Yard	Road Maintenance Eq.	Diesel	NA	Fuel Tank Grav Feed	NA	1
Terrace Storage	Appliances	Samsung	NA	Microwave	NA	1

SCHEDULE 1.1(zzzz)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LOR EXCLUDED ASSETS

1. LOR Excluded Contracts.

SCHEDULE 1.1(IIII)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LOR FORECLOSED CONTRACTS

1. Retail Terminal Processing Agreement dated March 26, 2010 between LOR and Southern Music Ltd. ("SML") in which LOR will be the exclusive provider of certain electronic funds transfer services for Lake Okanagan Resort.
2. Annual Pest Control Service Agreement dated November 9, 1995 between LOR and The Bugman Pest Control Services for services related to pest control.
3. Partner Program Agreement dated June 2, 2008 between LOR and Tops Telecommunications Inc. ("TOPS") to provide maintenance of telephone systems.
4. Customer Service Agreement (Agreement Number CS 439430), dated May 5, 2005 between LOR and Waste Management of Canada Corporation ("WM") for WM to provide waste removal services for LOR.
5. Customer Service Agreement (Agreement Number S237316), dated April 28, 2005 between LOR and WM to provide waste removal services for LOR.
6. Agreement for Internet Services dated July 7, 2008 and effective July 1, 2008 between LOR and World Web Technologies Inc. ("World Web") for World Web to provide website reservation interface.
7. Rental Pool Agreement dated January 1, 2003 between LOR and Derkuch for LOR to pay an annual fee, strata fees and taxes to Derkuch in exchange for gross rentals for 512 unit Strata Lot 11 at Lake Okanagan Resort.
8. Rental Pool Agreement dated October 17, 2008 between LOR and Greer for LOR to receive 33% of the gross rental revenue for Units 334 a, b and c at Lake Okanagan Resort.
9. Rental Pool Agreement between LOR and Knight for LOR to receive 50% of the net rental revenue for Units 340/342 at Lake Okanagan Resort.
10. License Agreement between LOR and 412049 B.C. Ltd. dba Beyond Wraapture Spa dated June 19, 2006 in which a license is granted to 412048 B.C. Ltd. to operate the Spa at Lake Okanagan Resort.
11. Marina Management and Rental Agreement between LOR and Lake Okanagan Marina & Rentals Inc. dated October 17, 2008 for the lease of the marina located at Lake Okanagan Resorts to Lake Okanagan Marina & Rentals Inc.
12. Agreement between LOR and K. Peter Obstfeld, dba Lake Okanagan Resort Stables dated November 10, 2008 for the provision of corral, hay shed and grazing facilities to Obstfeld and for Obstfeld to operate horseback riding services for the benefit of guests of Lake Okanagan Resort.
13. Lease Agreement, undated, between LOR and OCE Canada Inc. providing for the lease of photocopier (serial # CM3522) located at Lake Okanagan Resort.
14. Master Maintenance & Sale Agreement dated September 17, 2008 between Fairmont, doing business as LOR and IKON Office Solutions Inc. providing for the sale of photocopier (Aficio MP4000SP) located at the Lake Okanagan Resort and the provision of maintenance services.

15. Lease Agreement dated September 17, 2008 between IOS Financial Services and Fairmont, doing business as LOR for the lease of photocopier (Aficio MP 4000SP).
16. Equipment Rental Agreement dated February 18, 2008 between LOR and JohnsonDiversey Canada Inc. providing for the lease of a dishwasher (serial # 183215) located at Lake Okanagan Resort.
17. Equipment Rental Agreement dated February 18, 2008 between LOR and JohnsonDiversey Canada Inc. providing for the lease of a dishwasher (serial # 182870) located at Lake Okanagan Resort.
18. Master Lease Agreement dated March 25, 2010 between LOR and Prairie Coast Equipment Inc. and corresponding master lease schedules, providing for the lease of a 2009 John Deere Professional Utility Mower (serial # TC2653T020704), a 2009 John Deere Turf Gator (serial # WOTURFC011116), a used 2001 John Deere 220A Walk Behind Greens Mower (serial # MOO220A062228), a used 2005 John Deere 1200A Bunker Rake (serial # TC1200A145D031153), a used 2005 John Deere 1445 Front Mower (serial # TC1445D031153), a Used 2005 John Deere 2500A Triplex Greens Mower (serial # TC250AD030196) located at Lake Okanagan Resort.
19. Full Disclosure Lease With Purchase Option dated November 30, 2006 between LOR and Ford Credit Canada Leasing Company providing for the lease of a Ford Freestar Van (serial # 2FMZA55237BA23871) located at Lake Okanagan Resort.
20. Policy of Insurance effective January 1, 2010 to December 31, 2010 between LOR and AXA Pacific Insurance Company under insurance policy number 119386.
21. Policy of Insurance effective January 1, 2010 to December 31, 2010 between LOR and AXA Pacific Insurance Company under insurance policy number 1194440.
22. Policy of Insurance effective January 1, 2010 to December 31, 2010 between LOR and AXA Pacific Insurance Company under insurance policy number 1189728.
23. Complete Performance Maintenance Agreement between Fairmont, on behalf of LOR, and KONE Inc., dated August 31, 2007 relating to maintenance for a passenger elevator #23800.
24. Software support agreement dated February 1, 2010 between Fairmont (for the account of LOR) for the remote software support of the Point of Sale system located at Lake Okanagan Resort.
25. LOR Leases
26. Software licences and other agreements relating to LOR Intellectual Property Rights.

SCHEDULE 1.1(nnnnnn)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LOR INTELLECTUAL PROPERTY RIGHTS

1. Guest List

This is the list of all of the guests that have stayed at Lake Okanagan Resort or have future booking. This list includes added guests for timeshare owners as well as all hotel guests. A copy of this list is stored on the attached CD labelled "LOR Guest List".

2. Groups List

The is the list of all groups that have booked at Lake Okanagan Resort or have future bookings. This list includes government agencies, businesses, families and clubs. A copy of this list is stored on the attached CD labelled "LOR Groups List".

3. Strata Corporation List

This list is a list of various strata corporations that LOR carries ownerships within. A copy of this list is stored on the attached CD labelled "LOR Strata Corporations List".

4. Software Licenses

Lake Okanagan Resort Properties - Software Licences

Description of Service	Vendor	Purchaser	contract start	expiry date	Contract number	Software Description	Number of licences under contract
Software and maintenance agreement	2009 Radiant Systems inc	Fairmont resort properties	01/02/2010	31/01/2011	194	SOFT.LOGI-DC	1
Software and maintenance agreement	2009 Radiant Systems inc	Fairmont resort properties	01/02/2010	31/01/2011	194	SOFT.LOGI-INV	1
Software and maintenance agreement	2009 Radiant Systems inc	Fairmont resort properties	01/02/2010	31/01/2011	194	SOFT.LOGI-LB	1
Software and maintenance agreement	2009 Radiant Systems inc	Fairmont resort properties	01/02/2010	31/01/2011	194	SOFT.LOGI-LBL	1
Software and maintenance agreement	2009 Radiant Systems inc	Fairmont resort properties	01/02/2010	31/01/2011	194	SOFT.LOGI-LP	1
Software and maintenance agreement	2009 Radiant Systems inc	Fairmont resort properties	01/02/2010	31/01/2011	194	SOFT.LOGI	1
Software and maintenance agreement	Qaudranet Systems Inc	Fairmont resort properties	24/04/2006	na	na	base license EPOS	1
Software and maintenance agreement	Qaudranet Systems Inc	Fairmont resort properties	24/04/2006	na	na	Terminal license Epos	7
Software and maintenance agreement	Qaudranet Systems Inc	Fairmont resort properties	24/04/2006	na	na	Maestro Interface Epos	1
Software and maintenance agreement	Qaudranet Systems Inc	Fairmont resort properties	24/04/2006	na	na	Res Epos	3

SCHEDULE 1.1(00000)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LOR INVENTORY

The inventory at the Lake Okanagan Resort which is located at 2751 Westside Road, Kelowna B.C. including (i) all food, beverage and supply items used in food and beverage preparation and sale at the food and beverage outlets at the resort and includes the groceries, household and any other products sold at the store outlets at the resort and (ii) all office, maintenance, small wares, cleaning and any other supply used in the operation of the resort including these supplies located in the offices, rooms or in any storage location on the property.

SCHEDULE 1.1(qqqqq)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LOR LANDS (CARTHEW/LOR RESORT) AND PERMITTED ENCUMBRANCES

1. Legal Description:

(A)

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

2. Permitted Encumbrances:

(A)

Land Use Contract N74468 in favour of Regional District of Central Okanagan
Statutory Building Scheme P82175
Easement R33079
Land Use Contract R44169 modification of LUC N74468
Easement X115076
Statutory Right of Way KD2481 in favour of 1782 Holdings Ltd.
Statutory Right of Way KD2483 in favour of 1782 Holdings Ltd.
Covenant KM41353 in favour of Regional District of Central Okanagan
Land Use Contract KM41355 modification of N74468
Covenant CA1018316 in favour of The Crown in Right of British Columbia
Covenant LB280880 in favour of Regional District of Central Okanagan
Covenant LB280881 in favour of Regional District of Central Okanagan

SCHEDULE 1.1(rrrrr)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LOR LANDS (CARTHEW/LORWYND) AND PERMITTED ENCUMBRANCES

1. Legal Description

(A)

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

2. Permitted Encumbrances

(A)

Land Use Contract N74468 in favour of Regional District of Central Okanagan

Statutory Building Scheme P82175

Land Use Contract R44169 modification of LUC N74468

SCHEDULE 1.1(sssss)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LOR LANDS (LOR RESORT) AND PERMITTED ENCUMBRANCES

1. Legal Description:

(A)

001-477-579 Lot 6 District Lot 3547 Osoyoos Division Yale District Plan 30301

Legal Notations

None

(B)

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

2. Permitted Encumbrances:

(A)

Land Use Contract N74468 in favour of Regional District of Central Okanagan
Statutory Building Scheme P82175

(B)

Land Use Contract N74468 in favour of Regional District of Central Okanagan
Statutory Building Scheme P82175

Easement R33079

Easement R35272

Land Use Contract R44169 modification of LUC N74468

Easement X115076

Statutory Right of Way KD2481 in favour of 1782 Holdings Ltd.

Statutory Right of Way KD2482 in favour of 1782 Holdings Ltd.

Statutory Right of Way KD2483 in favour of 1782 Holdings Ltd.

Covenant KM41353 in favour of Regional District of Central Okanagan

Land Use Contract KM41355 modification of N74468

Covenant CA1018316 in favour of The Crown in Right of British Columbia

Covenant LB280880 in favour of Regional District of Central Okanagan

Covenant LB280881 in favour of Regional District of Central Okanagan

SCHEDULE 1.1(ttttt)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LOR LEASED EQUIPMENT AND LEASES

See attached list.

Copiers	Company	Location	Description	Equipment ID#	Expiry
Dishwashers	OCE- Pacific Sun Leasing	Accounting Office	Colour Copier	CM3522	Oct 1, 2013
	Ikon- Roynat Lease-Finance	Front Desk	Black/White copier	Aficio MP4000SP	Oct 1, 2012
Golf Course equipment	Johnson Diversey	Upstairs Kitchen	CMA-LID	183215	February 18, 2013
		Downstairs kitchen	CMA	182870	February 18, 2013
Front Desk	Prairie Coast Equipment	Grounds	2009 John Deere Professional Utility Mower	TC2653T020704	November 1, 2014
	Prairie Coast Equipment	Grounds	2009 John Deere Turf Gator	WOTURFC011116	November 1, 2014
	Prairie Coast Equipment	Grounds	Used 2001 John Deere 220A Walk Behind Greens Mower	MOO220A062228	November 1, 2012
	Prairie Coast Equipment	Grounds	Used 2005 John Deere 1200A Bunker Rake	TC1200A145D031153	November 1, 2012
	Prairie Coast Equipment	Grounds	Used 2005 John Deere 1445 Front Mower	TC1445D031153	November 1, 2012
	Prairie Coast Equipment	Grounds	Used 2005 John Deere 2500A Triplex Greens Mower	TC250AD030196	November 1, 2012
	Canadian Rd Leasing Co LSR	Front desk	Ford Freestar Van	2FMZA55237BA23871	2011

SCHEDULE 1.1(vvvvv)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LOR PERMITS

None.

SCHEDULE 1.1(wwwww)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LOR PREPAID EXPENSES

Prepaid Expenses/Deposits

- (a) Prepaid maintenance contract on software contract for the period of May and June 2010.
- (b) Prepaid maintenance contract on POS system for the period May 2010 to January 2011.
- (c) Deposit with soft drink supplier for delivery of products.
- (d) Deposit with supplier for supply of clean uniforms and linens.

SCHEDULE 1.1(dddddd)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LOR VEHICLES

See attached list.

DEPT	VEHICLE I.D. #	Lic. Plate #	VIN NUMBERS	Registration#
HOUSEKEEPING	20 GREEN FORD VAN		2FMDA514XTBC66606	
	22 BLUE FORD VAN		2FM7A5147WBE05911	
	23 EXPLORER 4X4		1FMDU34X9PUB72122	
	26 EZGO GAS		1066013	
	25 CLUB CAR GAS		AG9538461884	
	21 EZGO ELECTRIC		2106018	
	007 CLUB CAR LIMO CART		KG0145-090694	
	48 CLUB CAR LIMO CART		KGO250-233582	
	24 YAMAHA CART		JN3-021754	
MAINTENANCE	70 DODGE PLOW 2001	1848LC	1B7KF23Z11J241168	246282
	71 CHEV 4X4 1992	4643 JS	2GCEK19KON1222835	13427
	73 FORD F350 4X4	4644 JS	1FTFX14N1NKAO5863	8541682
	76 BOBCAT		509635595	
	77 YAMAHA BIKE 4X4		JKALF8A19GA007397	
	80 RED CART ELEC		E825-3826	
	81 EZGO ELEC Golf Cart		2106006	
	82 EZGO ELECTRIC		2106030	
CLUBHOUSE	83 EZGO GAS		1065130	
	88 CARRYALL CLUB CAR		G9435398853	
	29 CUSHMAN		00013-898582-8910	
	CHEV 1993 PICKUP		1GTEC14H4PE563116	
	98 EZGO GAS Golf Cart		1065123	
	99 FORD FREESTAR VAN	819 JLF	2FMZA55237BA23871	3916485
LEASED VEHICLES FRONT DESK				

SCHEDULE 1.1(gggggg)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LORV CASH

1. Canadain Imperial Bank of Commerce, 1222 7th Avenue, Invermere, British Columbia
 - (a) Account Number 11-16215
2. TD Canada Trust, Calgary Place Personal Banking Centre, 340 – 5th Avenue, S.W., Calgary, Alberta
 - (a) Account Number 53-39597

SCHEDULE 1.1 (hhhhhh)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LORV CHATTELS

The following chattels located at the Lake Okanagan Resort which is located on lands legally described as: Lot
1, District Lot 3547, Osooyos Division/Yale District Plan 30301, Except Plans 32216, KAP 61751 and KAP
89299, Strata Corporation KAS 316

The following Chattels located in the Kingfisher Building

Location	Type	Brand	Model	Description	Serial #	Quantity
Kingfisher	Appliance	Roper	RGE23301	Stove		2
Kingfisher	Appliance	Danby	D2000W	Mini Stove/Fridge		6
Kingfisher	Appliance	GE	JVM132TC	Microwave		8
Kingfisher	Appliance	Roper	RT12VKXKQ00	Refrigerator		2
Kingfisher	Appliance	Fridgidaire	FDR252RB51	Dishwasher		2
Kingfisher	Appliance	Citizen	JACB719	A/C		8
Kingfisher	Electronics	Electrohome	EHB099	T.V.		8
Kingfisher	Electronics	RCA	RCD109	Sterios		8
Kingfisher	Electronics	Phillips	CL035A	Remote Control		8
Kingfisher	Electronics	LG	LDA730	DVD Player		8
Kingfisher	Electronics	Mitel	SA910501631	Phones		8
Kingfisher	Furniture	Majestic		King Mattress/Box		8
Kingfisher	Furniture			King Frame		8
Kingfisher	Furniture			King Headboard		8
Kingfisher	Furniture			Night Stands		16
Kingfisher	Furniture			Sofa Beds		8
Kingfisher	Furniture			Love Seats		8
Kingfisher	Furniture			Kitchen Tables		8
Kingfisher	Furniture			Kitchen Chairs		32
Kingfisher	Furniture			Armoires		8
Kingfisher	Furniture			Coffee Tables		8
Kingfisher	Furniture			End Tables		8
Kingfisher	Patio furniture			Patio Loungers		8
Kingfisher	Patio furniture			Patio Chairs		16
Kingfisher	Patio furniture			Patio Tables		8

The Following Chattels in the Kokanee Building

Kokanee	Appliance	Danby	SA301112402	Mini Stove/Fridge	12
Kokanee	Appliance	Panasonic	N/A	AC Unit	12
Kokanee	Electronics	Samsung	TXD1972	Televisions	12
Kokanee	Electronics	Samsung	MW3500TC	Microwaves	12
Kokanee	Electronics	RCA	RCD109	Stereos	12
Kokanee	Electronics	Samsung	3F1400038-470	Remote Control	12
Kokanee	Electronics	LG	LDA-738	DVD Player	12
Kokanee	Electronics	Mitel	SA910501631	Phones	12
Kokanee	Furniture	Majestic		Queen Mattress/Box	24
Kokanee	Furniture			Queen Frames	24
Kokanee	Furniture			Queen Headboards	8
Kokanee	Furniture			Night Stands	13
Kokanee	Furniture			Armchairs	12
Kokanee	Furniture			Kitchen Tables	12
Kokanee	Furniture			Kitchen Chairs	48
Kokanee	Furniture			Dressers	12
Kokanee	Patio Furniture			Patio Chairs	24
Kokanee	Patio Furniture			Patio Tables	12

The Following Chattels in the Chalets

Chalets	Appliance	Inglis	1HP33801	Stove	2
Chalets	Appliance	Goldstar	MC1500MG	Microwaves	2
Chalets	Appliance	Fridgidaire	FRT17B3AW3	Refrigerators	2
Chalets	Appliance	Fridgidaire	PDB641RJSQ	Dishwashers	2
Chalets	Appliance	Inglis	I6450CD	Clothes Washers	2
Chalets	Appliance	Inglis	IP82000	Clothes Dryers	2
Chalets	Electronics	Electrohome	EH8099	Televisions	2
Chalets	Electronics	RCA	RCD109	Stereos	2
Chalets	Electronics	CCD	07840DW19A	Remote Control	2
Chalets	Electronics	LG	LDA-730	DVD Player	2
Chalets	Electronics	Mitel	SA910501631	Phones	1
Chalets	Furniture	Majestic		King Mattress/Box	4
Chalets	Furniture			King Frames	4
Chalets	Furniture			King Headboards	4
Chalets	Furniture			Twin Mattress/Box	4
Chalets	Furniture			Twin Frames	4
Chalets	Furniture			Twin Headboards	4
Chalets	Furniture			Night Stands	11
Chalets	Furniture			Sofa Beds	2
Chalets	Furniture			Arm Chairs	4
Chalets	Furniture			Kitchen Tables	2
Chalets	Furniture			Kitchen Chairs	12
Chalets	Furniture			Coffee Tables	2
Chalets	Furniture			End Tables	4
Chalets	Furniture			Patio Loungers	3
Chalets	Patio Furniture			Patio Chairs	10
Chalets	Patio Furniture			Patio Tables	2

The Following Chattels in the Condos

Condos	Appliance	Fridgedaire	LFEF357C53	Stove	15
Condos	Appliance	Whirlpool	YMH1141XMQ	Microwaves	15
Condos	Appliance	Fridgedaire	FRT18B4AWA	Refrigerators	15
Condos	Appliance	Fridgedaire	FDB641RJS0	Dishwashers	15
Condos	Appliance	Inglis	IP45001	Clothes Washers	15
Condos	Appliance	Inglis	IP82000	Clothes Dryers	15
Condos	Appliance	Simplicity	SAC5254DE	AC Units	7
Condos	Electronics	Electrohome	EH8099	Televisions	30
Condos	Electronics	Electrohome	RCD109	Sterios	15
Condos	Electronics	CCD	076RODJ028	Remote Control	30
Condos	Electronics	Samsung	LDA-530	DVD Players	21
Condos	Electronics	Mitel	SA910501631	Telephones	14
Condos	Furniture	Majestic		Queen Mattress/Box	30
Condos	Furniture			Queen Frames	30
Condos	Furniture			Queen Headboards	30
Condos	Furniture			Twin Mattress/Box	30
Condos	Furniture			Twin Frames	30
Condos	Furniture			Twin Headboards	30
Condos	Furniture			Night Stands	60
Condos	Furniture			Sofa Beds	15
Condos	Furniture			Armchairs	30
Condos	Furniture			Kitchen Tables	15
Condos	Furniture			Kitchen Chairs	90
Condos	Furniture			High Stools	30
Condos	Furniture			Desks	15
Condos	Furniture			Side Tables	21
Condos	Furniture			Armoires	15
Condos	Furniture			Coffee Tables	15
Condos	Furniture			End Tables	30
Condos	Furniture			Patio Loungers	6
Condos	Patio Furniture			Patio Chairs	24
Condos	Patio Furniture			Patio Tables	11

The Following Chattels in the Lakeside Building

Lakeside	Appliance	GE	N/A	Stoves	26
Lakeside	Appliance	Samsung	MW372OTC	Microwaves	26
Lakeside	Appliance	Roper	RT12VKXKQ00	Refrigerators	26
Lakeside	Appliance	Fridgidaire	FDR251R0SO	Dishwashers	26
Lakeside	Appliance	Simplicity	SAC5254DE	AC Units	26
Lakeside	Electronics	sharp	CR32545	Televisions	26
Lakeside	Electronics	Citizen	JS6094	Stereos	26
Lakeside	Electronics	Sharp	CR32S4S	Remote Control	26
Lakeside	Electronics	LG	LDA-730	DVD Players	26
Lakeside	Electronics	Mitel	SA910501631	Telephones	26
Lakeside	Furniture	Majestic		Queen Mattress/Box	26
Lakeside	Furniture			Queen Frames	26
Lakeside	Furniture			Queen Headboards	26
Lakeside	Furniture			Night Stands	52
Lakeside	Furniture			Sofa Beds	26
Lakeside	Furniture			Love Seats	52
Lakeside	Furniture			Armchairs	26
Lakeside	Furniture			Kitchen Tables	26
Lakeside	Furniture			Kitchen Chairs	156
Lakeside	Furniture			Armoires	26
Lakeside	Furniture			Coffee Tables	26
Lakeside	Furniture			End Tables	26
Lakeside	Patio Furniture			Patio Loungers	26
Lakeside	Patio Furniture			Patio Chairs	52
Lakeside	Patio Furniture			Patio Tables	26

The Following Chattels in the Terrace Building

Terrace	Appliance	GE	N/A	Stoves	34
Terrace	Appliance	Samsung	MW372OTC	Microwaves	34
Terrace	Appliance	Roper	RT12VKXKQ00	Refrigerators	34
Terrace	Appliance	Fridgidaire	FDR251R0SO	Dishwashers	34
Terrace	Appliance	Simplicity	SAC5254DE	AC Units	34
Terrace	Electronics	sharp	CR32545	Televisions	34
Terrace	Electronics	Emerson	JS6094	Stereos	34
Terrace	Electronics	Sharp	CR32S4S	Remote Control	34
Terrace	Electronics	Samsung	LDA-730	DVD Players	34
Terrace	Electronics	Mitel	SA910501631	Telephones	34
Terrace	Furniture	Majestic		Queen Mattress/Box	34
Terrace	Furniture			Queen Frames	34
Terrace	Furniture			Queen Headboards	34
Terrace	Furniture			Night Stands	68
Terrace	Furniture			Sofa Beds	34
Terrace	Furniture			Armchairs	34
Terrace	Furniture			Kitchen Tables	34
Terrace	Furniture			kitchen chairs	204
Terrace	Furniture			Armoires	34
Terrace	Furniture			Coffee Tables	34
Terrace	Furniture			End Tables	34
Terrace	Patio Furniture			Patio Loungers	34
Terrace	Patio Furniture			Patio Chairs	68
Terrace	Patio Furniture			Patio Tables	34

The Following Chattels in the Vacation Sales Office

Location	Type	Brand	Description	Serial #	Quantity
Vacation Sales Office	Electronics	Teledex	Corded Phone	232442	1
Vacation Sales Office	Electronics	Teledex	Corded Phone	232450	1
Vacation Sales Office	Electronics	Teledex	Corded Phone	232454	1
Vacation Sales Office	Electronics	Teledex	Corded Phone	232508	1
Vacation Sales Office	Electronics	Wyse	Mouse	LZC35150957	1
Vacation Sales Office	Electronics	Acer	Monitor	91101006985	1
Vacation Sales Office	Electronics	Brother	Desktop Printer	U61230F7J145465	1
Vacation Sales Office	Electronics	Ricoh Aficio 220	Printer Copier	K8377	1
Vacation Sales Office	Electronics	AMEX	C/C Machine	114043	1
Vacation Sales Office	Electronics	Wyse	Keyboard	3B814012520	1
Vacation Sales Office	Electronics	Wyse	Thin Client	9QB8D101076	1
Vacation Sales Office	Electronics	D-Link	Ethernet Switch	87378002435	1
Vacation Sales Office	Electronics	Mitel	Superset 4025 phone	aabdd3757	1
Vacation Sales Office	Electronics	Armor	Paper Shredder	C505P2	1
Vacation Sales Office	Electronics	Benq	Monitor	ET216084915LO	1
Vacation Sales Office	Electronics	Metro	Monitor	N1750512003407	1
Vacation Sales Office	Electronics	Telrex	Phone	232455	1
Vacation Sales Office	Electronics	Wyse	Keyboard	03600502156D	1
Vacation Sales Office	Electronics	Wyse	Thin Client	9QBIC301217	1
Vacation Sales Office	Electronics	D-Link	Ethernet Switch	LMOGB26656	1
Vacation Sales Office	Electronics	APC	Battery Backup	BB02360000095	1

The Following Chattels in the Timeshare Office

Location	Type	Brand	Description	Quantity
Timeshare Manager Office	Office Furniture		Desks - Standard	1
Timeshare Manager Office	Office Furniture		Desks - U-Shaped - Hutch	1
Timeshare Manager Office	Office Furniture		Storage Shelf - 3 Shelves	1
Timeshare Manager Office	Office Furniture		Office Chairs w/ Wheels	2
Timeshare Manager Office	Office Furniture		Chairs - Regular - Uphostered	2
Timeshare Manager Office	Office Furniture		Cabinet - Small - Drawer and Shelf	1
Timeshare Office	Office Furniture		Tables - Wooden Rounds	4
Timeshare Office	Office Furniture		Chairs - Regular - Uphostered	9
Timeshare Office	Office Furniture		Office Chairs w/ Wheels	4
Timeshare Office	Office Furniture		Cabinets - Wooden - 2 Shelves	5
			Cabinets - Wooden - 2 Cupboards - Small	1
Timeshare Office	Office Furniture		Cabinets - Wooden - 2 Cupboards - Large	2
Timeshare Office	Office Furniture		Chairs - Large - Wingback	2
Timeshare Office	Office Furniture		Filing Cabinets - 4 Drawer	2
Timeshare Office	Office Furniture		End Tables - Wooden	2
Timeshare Office	Office Furniture		Partition Walls - Freestanding	4

SCHEDULE 1.1(jjjjj)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LORV EXCLUDED ASSETS

1. All LORV Excluded Contracts.

SCHEDULE 1.1(rrrrrr)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LORV FORECLOSED CONTRACTS

1. LORV Trust Agreement.
2. Master Points Affiliation Agreement dated July 2, 2009 between LORV and RCI Canada, Inc. ("**LORV Affiliation Agreement**") providing for affiliation program for Lake Okanagan Resort.
3. Letter Agreement dated July 2, 2009 between LORV and RCI Canada, Inc. amending and supplementing the LORV Affiliation Agreement.
4. RCI Bonus Points Program Letter Agreement dated July 22, 2009 between LORV and RCI Canada, Inc.
5. LORV Leases.
6. Software licences and other agreements relating to LORV Intellectual Property Rights.
7. LORV Promissory Notes.
8. LORV Timeshare Agreements.

SCHEDULE 1.1(tttttt)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LORV INTELLECTUAL PROPERTY RIGHTS

1. Owners List

This list is the complete listing of clients who have purchased timeshare at Lake Okanagan Resort, both past and present. A copy of this list is stored on the attached CD labelled "LORV Owners List".

2. Toured Before List

This list contains the information on Guests that booked mini vacations with Lake Okanagan Resort, past, present and future, for the purpose of selling timeshare. A copy of this list is stored on the attached CD labelled "LORV Toured Before List".

3. Strata Corporation List

This list is a list of various strata corporations that LORV carries ownerships within. A copy of this list is stored on the attached CD labelled "LORV Strata Corporation List".

SCHEDULE 1.1(uuuuuu)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LORV INVENTORY

None.

SCHEDULE 1.1(vvvvvv)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LORV LANDS (CARTEW) AND PERMITTED ENCUMBRANCES

1. Legal Description:

(A)

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, Plan 30301 shown on Plan A15015

(B)

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)

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)

002-120-798	Strata Lot 52 District Lot 3547 Osoyoos Division Yale District Strata Plan K520
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Legal Notations

None

(E)

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

2. Permitted Encumbrances:

(A) and (B)

Land Use Contract N74468 in favour of Regional District of Central Okanagan
Statutory Building Scheme P82175
Land use Contract R44169 modification of N74468

(C)

Land Use Contract N74468 in favour of Regional District of Central Okanagan
Statutory Building Scheme P82175
Easement R33079

Land Use Contract R44169 modification of LUC N74468

(D)

Land Use Contract N74468 in favour of Regional District of Central Okanagan
Statutory Building Scheme P82175

Easement R33079

Land Use Contract R44169 modification of LUC N74468

Lease KD1556 in favour of Lake Okanagan Resort Ltd. assignment of X125162, modified by
KK112852 assigned to KT31439

Right of First Refusal KD1557 in favour of Lake Okanagan Resort Ltd. assignment of X174117
waiver as to transfer KJ8867 only, see KJ8866, modified by KK112853, assigned to KT31490

Lease KK112852, modification of X125162 (see also KD1556)

Right of First Refusal KK112853 modification of X174117 (see also KD1557)

Lease KT31439 in favour of Lake Okanagan Resort (2001) Ltd. assignment of X125162, see
also KD1556, modified by KK112852

Right of First Refusal KT31490 in favour of Lake Okanagan Resort (2001) Ltd., assignment of
X174117, see also KD1557, waiver as to transfer KJ8867 only see KJ8866, waiver as to transfer
KT97175 only, see KT97174

(E)

Land Use Contract N74468 in favour of Regional District of Central Okanagan
Statutory Building Scheme P82175

Land Use Contract R44169 modification of LUC N74468

Mortgage KW1223 in favour of Elizabeth Mary Vogt (**as to Strata Lot 5**)

Mortgage KW1224 in favour of Elizabeth Mary Vogt (**as to Strata Lot 17**)

Mortgage KW1225 in favour of Elizabeth Mary Vogt (**as to Strata Lot 18**)

SCHEDULE 1.1(wwwww)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LORV LEASED EQUIPMENT AND LEASES

None.

SCHEDULE 1.1(zzzzzz)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LORV PERMITS

None.

SCHEDULE 1.1(aaaaaaa)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LORV PREPAID EXPENSES

Prepaid Expenses/Deposits

- (a) No prepaid expenses/deposits

SCHEDULE 1.1(bbbbbbb)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LORV PROMISSORY NOTES

This Schedule lists the LORV Promissory Notes. Each LORV Promissory Note has been given the account number set out in the column headed "Account Number", the party or parties who have executed such LORV Promissory Note are named in the column headed "Name" and the total amount originally financed by such party or parties pursuant to such LORV Promissory Note is set out in the column headed "Original amount of note".

A list of LORV Promissory Notes is stored on the attached CD labelled "LORV Promissory Notes".

SCHEDULE 1.1(ggggggg)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LORV TIMESHARE AGREEMENTS

This Schedule lists the LORV Timeshare Agreements purchased by the party or parties named in each row in the columns as recorded in the register of Timeshare Agreements maintained by the Corporation. The Corporation holds a copy of each LORV Timeshare Agreement recorded in the register.

Each column has a separate purpose. Columns A through H inclusive are headed "CliFirst", "Cli Last", "CliFirsta", "CliLasta" "CliFirst2" and "CliLast2". "CliFirst2a" and "CliLast2a" which are the headings for first and last names of up to 4 owners per Timeshare Agreement.

The next Column is Column I which is the lease code. The lease code is comprised of 5 elements: The first element is the first letter, this letter indicates the project in which the timeshare interest is registered it would be one of the following: C=Riverside; H=Hillside; R=Riverview; L=Lake Okanagan. The third element is comprised of 3 digits which indicate the unit number for the timeshare unit in which the timeshare interest is registered. The next 2 numbers indicate the week number for the timeshare interest and it will be a number from 01 to 52. The fourth element is the next two letters which indicate the season in which the timeshare interest has special reservation rights. The possibilities are GO = Gold season; PR = Prime Season; PG = Prime Golf; and SW = Leisure season. The last two letters (if there are two letters after the season designation) indicate that the timeshare interest is either BE or BO. BE standing for Biennial Even, meaning that the timeshare interest can be used every other year where the year is an even number and BO = Biennial Odd which means that the use is every other year during the odd numbered years. For example if the Code was C10649SWBE. This would mean that the timeshare interest was in the Riverside project, unit 106, week 49, in the leisure or winter season, every other year on the even year.

Column J: is a letter code indicating the project in which the timeshare interest is recorded.

Column K: is the date of first use of the timeshare interest.

Column L: indicates the date the timeshare agreement was signed.

Column M: indicates the type of Timeshare Agreement and the possibilities are (1) "leasehold" which indicates that it is a standard leasehold contract (2) "fs" indicates that the purchaser has acquired a contract that automatically converts to a fee simple interest at the end of the lease term and (3) "Conversion" which indicates that the timeshare interest started out as a standard leasehold agreement which has been converted by a separate agreement to allow for the timeshare interest to convert to a fee simple interest at the end of the leasehold term.

Column N: is only included for those timeshare interests that are indicated in Column M as a Conversion contract and Column N indicates the date of the conversion contract.

A copy of the list of LORV Time Share Agreements is stored on the attached CD labelled "LORV Timeshare Agreements".

SCHEDULE 1.1(iiiiii)

To the Foreclosure Agreement dated June 15, 2010
among Fairmont Resort Properties Ltd, Lake Okanagan
Resort Vacation (2001) Ltd., Lake Okanagan Resort
(2001) Ltd. and Northwynd Limited Partnership.

LORV TRUST AGREEMENT LANDS

1. Legal Descriptions

(A)

002-500-434

Strata Lot 1 District Lot 3547 Osoyoos Division Yale
District Strata Plan K287

Legal Notations

None

(B)

002-500-477

Strata Lot 3 District Lot 3547 Osoyoos Division
Yale District Strata Plan K287

Legal Notations

None

(C)

002-494-175

Strata Lot 5 District Lot 3547 Osoyoos Division Yale
District Strata Plan K287

Legal Notations

None

(D)

002-500-507

Strata Lot 6 District Lot 3547 Osoyoos Division Yale
District Strata Plan K287

Legal Notations

None

(E)

002-500-531

Strata Lot 8 District Lot 3547 Osoyoos Division Yale
District Strata Plan K287

Legal Notations

None

(F)

002-500-574

Strata Lot 12 District Lot 3547 Osoyoos Division Yale
District Strata Plan K287

Legal Notations

None

(G)

001-470-531

Strata Lot 13 District Lot 3547 Osoyoos Division Yale
District Strata Plan K287

Legal Notations

This certificate of title may be affected by the Agricultural Land Commission Act, see Plan M11328

(H)

002-500-582

Strata Lot 14 District Lot 3547 Osoyoos Division Yale
District Strata Plan K287

Legal Notations

None

(I)

002-500-621

Strata Lot 18 District Lot 3547 Osoyoos Division Yale
District Strata Plan K287

Legal Notations

None

(J)

002-500-451

Strata Lot 2 District Lot 3547 Osoyoos Division Yale
District Strata Plan K287

Legal Notations

None

(K)

002-500-540

Strata Lot 9 District Lot 3547 Osoyoos Division Yale
District Strata Plan K287

Legal Notations

None

(L)

002-500-566

Strata Lot 11 District Lot 3547 Osoyoos Division Yale
District Strata Plan K287

Legal Notations

None

(M)

002-500-604

Strata Lot 16 District Lot 3547 Osoyoos Division Yale
District Strata Plan K287

Legal Notations

None

(N)

002-500-612

Strata Lot 17 District Lot 3547 Osoyoos Division Yale
District Strata Plan K287

Legal Notations

None

(O)

002-500-485

Strata Lot 4 District Lot 3547 Osoyoos Division Yale
District Strata Plan K287

Legal Notations

None

(P)

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

(Q)

002-120-399 Strata Lot 14 District Lot 3547 Osoyoos Division Yale District Strata
Plan K520

Legal Notations

None

(R)

002-120-402 Strata Lot 15 District Lot 3547 Osoyoos Division Yale
District Strata Plan K520

Legal Notations

None

(S)

002-120-411 Strata Lot 16 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

(T)

002-120-429 Strata Lot 17 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

(U)

002-120-437 Strata Lot 18 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

(V)

002-120-461

Strata Lot 19 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

(W)

002-120-470

Strata Lot 20 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

(X)

002-120-488

Strata Lot 21 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

(Y)

002-120-496

Strata Lot 22 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

(Z)

002-120-500

Strata Lot 23 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

(AA)

002-120-518

Strata Lot 24 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

(BB)

002-120-526

Strata Lot 25 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

(CC)

002-120-534

Strata Lot 26 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

(DD)

002-120-542

Strata Lot 27 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

(EE)

002-120-551

Strata Lot 28 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

(FF)

002-120-569

Strata Lot 29 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

(GG)

002-120-577

Strata Lot 30 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

(HH)

002-120-585

Strata Lot 31 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

(II)

002-120-593

Strata Lot 32 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

(JJ)

002-120-607

Strata Lot 33 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

(KK)

002-120-615

Strata Lot 34 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

(LL)

002-120-623

Strata Lot 35 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

(MM)

002-120-631

Strata Lot 36 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

(NN)

002-120-780

Strata Lot 51 District Lot 3547 Osoyoos Division Yale
District Strata Plan K520

Legal Notations

None

(OO)

002-120-844

Strata Lot 57 District Lot 3547 Osoyoos Division Yale
District Strata Plan K520

Legal Notations

None

(PP)

002-120-917

Strata Lot 64 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

(QQ)

002-120-925

Strata Lot 65 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

(RR)

002-121-948

Strata Lot 66 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

(SS)

002-122-448

Strata Lot 82 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

(TT)

002-122-464

Strata Lot 83 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

(UU)

002-122-502

Strata Lot 84 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

(VV)

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

(WW)

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

(XX)

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)**

2.2 Permitted Encumbrances

(A)

Lease KV100 in favor of Cathy Friesen and John Friesen as to Vacation Interval 5-E
 Lease KV101 in favor of Beverlie Johnson and Frederick Allan Johnson as to Vacation Interval 5-O
 Lease KV102 in favor of Liza Jensen and Ole Jensen as to Vacation Interval 6-E
 Lease KV103 in favor of Lorne Baxter and Margaret Baxter as to Vacation Interval 6-O
 Lease KV104 in favor of Shalleen Hunt and Daryl Hunt as to Vacation Interval 7-E
 Lease KV106 in favor of Christopher Lair and Linda Lair as to Vacation Interval 8-O
 Lease KV107 in favor of Jerry Smith and Diane Smith as to Vacation Interval 9-E
 Lease KV109 in favor of Roger Desfosses and Gisele Desfosses as to Vacation Interval 10-E
 Lease KV110 in favor of Mervin Raven as to Vacation Interval 10-O
 Lease KV99 in favor of Helen Foster as to Vacation Interval 4-O
 Lease KV112 in favor of Mei Hung as to Vacation Interval 12-E
 Lease KV114 in favor of Charles Nelson and Sharon Nelson as to Vacation Interval 14-E
 Lease KV115 in favor of Grant Naylor and Heather Naylor as to Vacation Interval 14-O
 Lease KV116 in favor of Robert Garland and Rena Garland as to Vacation Interval 15-E
 Lease KV117 in favor of Raul Nunez and Diane Nunez as to Vacation Interval 16-O
 Lease KV118 in favor of Glen Gelowitz and Kim Gelowitz as to Vacation Interval 17-E
 Lease KV119 in favor of Allan Cornish and Evelyn Cornish as to Vacation Interval 17-O
 Lease KV120 in favor of Dawn Hawley as to Vacation Interval 18-O
 Lease KV121 in favor of Connie Gilroy and Kim Gilroy as to Vacation Interval 19-E
 Lease KV122 in favor of Barry Jim Brown and Donna Karyn Brown as to Vacation Interval 19-O
 Lease KV123 in favor of Jerry Scott and Laverne Scott as to Vacation Interval 20-E
 Lease KV124 in favor of Linda Russell and Lorne Russell as to Vacation Interval 21-E
 Lease KV125 in favor of Jeffrey Massicotte and Erin Massicotte as to Vacation Interval 21-O
 Lease KV126 in favor of Earle Clarke and Madge Clarke as to Vacation Interval 24-E
 Lease KV127 in favor of John Rewcastle and Lynne Rewcastle as to Vacation Interval 24-O
 Lease KV129 in favor of Roy Mailhiot and Wendy Mailhiot as to Vacation Interval 25-O
 Lease KV131 in favor of Gordon Snyder and Mona Snyder as to Vacation Interval 28-A
 Lease KV132 in favor of Joy Gregory as to Vacation Interval 29-A
 Lease KV133 in favor of Joy Gregory as to Vacation Interval 30-A
 Lease KV134 in favor of Gary Krantz and Brenda Krantz as to Vacation Interval 32-A

Lease KV135 in favor of Antonio Amante and Nonilon Biglete as to Vacation Interval 33-E
 Lease KV136 in favor of Marvin Axani and Wendy Axani as to Vacation Interval 34-E
 Lease KV137 in favor of Peter Stipancik and Catherine Stipancik as to Vacation Interval 35-A
 Lease KV138 in favor of Steve Lutton and Darlene Lutton as to Vacation Interval 36-E
 Lease KV139 in favor of Garry Evans and Maureen Evans as to Vacation Interval 36-O
 Lease KV140 in favor of Jim Moore and Ellen Moore as to Vacation Interval 37-E
 Lease KV141 in favor of Frances Bosse and Terrence Bosse as to Vacation Interval 37-O
 Lease KV142 in favor of Gordon Roy and Margaret Roy as to Vacation Interval 38-O
 Lease KV143 in favor of Deryl Coates and Laura Coates as to Vacation Interval 39-A
 Lease KV144 in favor of Bettina Jane Falloon and Timothy Robert Pera Falloon as to Vacation Interval 40-O
 Lease KV145 in favor of Howard Saelhof and Judith Saelhof as to Vacation Interval 41-O
 Lease KV146 in favor of Clifford Bjornson and Marian Bjornson as to Vacation Interval 42-E
 Lease KV147 in favor of Loren Blain and Laura Blain as to Vacation Interval 42-O
 Lease KV148 in favor of Richard Fish and Keren Fish as to Vacation Interval 43-O
 Lease KV149 in favor of Alan Clark and Paulette Clark as to Vacation Interval 45-E
 Lease KV150 in favor of Keith Quinton and Ruby Quinton as to Vacation Interval 46-E
 Lease KV152 in favor of Edward Cole and Jeanette Cole as to Vacation Interval 47-E
 Lease KV153 in favor of Terrence Spence and Alexandra Spence as to Vacation Interval 47-O
 Lease KV155 in favor of Glyn Davies and Sandra Davies as to Vacation Interval 49-O
 Lease KV156 in favor of Jean Lauzon and Jennifer Bland as to Vacation Interval 51-A
 Lease KV157 in favor of Perry Kreway and Jana Kreway as to Vacation Interval 52-A
 Lease KV2579 in favor of Barry Thackeray and Audrey Thackeray as to Vacation Interval 1-A
 Lease KV2580 in favor of Wayne Jones and Cindi Jones as to Vacation Interval 3-E
 Lease KV2581 in favor of Glen Wilcox and Maureen Wilcox as to Vacation Interval 4-E
 Lease KV2583 in favor of Eldon Kebernik and Sue Kebernik as to Vacation Interval 12-O
 Lease KV2583 in favor of Dave Takeda and Marie-Ann Takeda as to Vacation Interval 15-O
 Lease KV2584 in favor of Wayne Tetz and Wendy Tetz as to Vacation Interval 16-E
 Lease KV2585 in favor of Robert Weiss and Catherine Weiss as to Vacation Interval 20-O
 Lease KV2586 in favor of Don Thain and Joan Thain as to Vacation Interval 27-A
 Lease KV4646 in favor of Andrew Lawson and Katherine Lawson as to Vacation Interval 18-E
 Lease KV4647 in favor of Gordon Graff and Lynette Graff as to Vacation Interval 33-O
 Lease KV4648 in favor of Kelly Johnson and Madeline Johnson as to Vacation Interval 43-E
 Lease KV9019 in favor of Keith Vandale and Shelley Vandale as to Vacation Interval 38-E
 Lease KV9020 in favor of David Shedden and Joan Shedden as to Vacation Interval 40-E
 Lease KV9021 in favor of Richard Moffatt and Teresa Moffatt as to Vacation Interval 41-E
 Lease KV9022 in favor of Bill Mearns and Bea Mearns as to Vacation Interval 44-E
 Lease KV9023 in favor of Dean Siewert and Jennifer Siewert as to Vacation Interval 44-O
 Lease KV9024 in favor of Justin Lee and Hazel Lee as to Vacation Interval 45-O
 Lease KV9025 in favor of Lori Regehr as to Vacation Interval 50-O
 Lease KV10771 in favor of Allen Lai and Connie Lai as to Vacation Interval 22-A
 Lease KV10772 in favor of Allen Lai and Connie Lai as to Vacation Interval 23-A
 Lease KV10773 in favor of Ronald Reis and Julia Reis as to Vacation Interval 31-A
 Lease KV10774 in favor of Doug Westerlund, Joyce Westerlund, Darren Simpson and Kathy Simpson as to Vacation Interval 34-O
 Land Use Contract N74468 in favour of Regional District of Central Okanagan
 Statutory Building Scheme P82175
 Land Use Contract R44169 modification of N74468

(B)

Lease KV8930 in favor of David Geldart as to Vacation Interval 1-O
Lease KV8931 in favor of Orest Olineck and Catherine Olineck as to Vacation Interval 2-O
Lease KV8932 in favor of David Bell and Shirley Bell as to Vacation Interval 4-E
Lease KV8933 in favor of Richard Brown as to Vacation Interval 5-E
Lease KV8934 in favor of Robert Boisvert and Lucille Boisvert as to Vacation Interval 7-E
Lease KV8935 in favor of David Riske as to Vacation Interval 7-O
Lease KV8936 in favor of Joe Boone and Theresa Boone as to Vacation Interval 8-E
Lease KV8939 in favor of Todd Pawsey as to Vacation Interval 10-E
Lease KV8940 in favor of Howard Smith and Colette Smith as to Vacation Interval 10-O
Lease KV8941 in favor of Gary Pearson and Dolores Pearson as to Vacation Interval 11-E
Lease KV8942 in favor of Robert Toner and Patty Toner as to Vacation Interval 11-O
Lease KV8943 in favor of Richard Hofland and Sharyn Lee Hofland as to Vacation Interval 12-E
Lease KV8944 in favor of Lloyd Campbell and Leona Campbell as to Vacation Interval 12-O
Lease KV8945 in favor of Anne Marie Pagee and Robert Pagee as to Vacation Interval 13-E
Lease KV8946 in favor of Ross Cumming and Brenda Cumming as to Vacation Interval 13-O
Lease KV8947 in favor of Ron Hansen and Lilia Hansen as to Vacation Interval 14-E
Lease KV8948 in favor of Ray Bowkowsky and Carol Bowkowsky as to Vacation Interval 15-O
Lease KV8949 in favor of Claude Dauvin and Bernice Dauvin as to Vacation Interval 16-O
Lease KV8950 in favor of Barry Thackeray and Audrey Thackeray as to Vacation Interval 17-E
Lease KV8951 in favor of Brian Gibbs and Linda Gibbs as to Vacation Interval 19-A
Lease KV8952 in favor of Joe Pobihushchy and Donna Pobihushchy as to Vacation Interval 20-E
Lease KV8953 in favor of Robert Imesch and Dawn Imesch as to Vacation Interval 20-O
Lease KV8954 in favor of Jerry Becknell and Joan Becknell as to Vacation Interval 21-O
Lease KV8955 in favor of Lucien Duigou and Marilyn Duigou as to Vacation Interval 22-E
Lease KV8956 in favor of Bill Symonds and Gail Perrin as to Vacation Interval 22-O
Lease KV8957 in favor of Michael Yakemchuk and Dianne Yakemchuk as to Vacation Interval 23-E
Lease KV8958 in favor of Steve Morck and Tammie Morck as to Vacation Interval 23-O
Lease KV8959 in favor of Gregory Binions as to Vacation Interval 24-O
Lease KV8960 in favor of Lloyd Stasiuk and Kathy Stasiuk as to Vacation Interval 25-E
Lease KV8961 in favor of Gerald Kreba and Sandra Kreba as to Vacation Interval 25-O
Lease KV8962 in favor of Ian Kaiser and Elaine Kaiser as to Vacation Interval 26-E
Lease KV8963 in favor of Ross Wingrove and Linda Wingrove as to Vacation Interval 27-E
Lease KV8964 in favor of Robert Tod and Sharon Tod as to Vacation Interval 27-O
Lease KV8965 in favor of Dennis Erickson and Hollie Erickson as to Vacation Interval 28-O
Lease KV8966 in favor of Randell Clark and Jacqueline Clark as to Vacation Interval 29-E
Lease KV8967 in favor of Gerry Belec and Margaret Belec as to Vacation Interval 31-E
Lease KV8968 in favor of Art Engels and Helen Engels as to Vacation Interval 32-E
Lease KV8969 in favor of Patrick Leasak and Gayle Leasak as to Vacation Interval 32-O
Lease KV8970 in favor of Robert Townsend and Christine Townsend as to Vacation Interval 33-E
Lease KV8971 in favor of Kim Spence and Greg Spence as to Vacation Interval 34-O
Lease KV8972 in favor of Ed Dyck and Patricia Dyck as to Vacation Interval 35-E
Lease KV8973 in favor of Daniel Gibson and Myriam Gibson as to Vacation Interval 36-O
Lease KV8974 in favor of Gail Carstairs as to Vacation Interval 37-E
Lease KV8975 in favor of Robert Audette and Marjolyn Audette as to Vacation Interval 37-O
Lease KV8976 in favor of Brian Lebersback and Agnes Lebersback as to Vacation Interval 38-E
Lease KV8977 in favor of Dave Cherneski and Joanne Cherneski as to Vacation Interval 38-

O

Lease KV8978 in favor of Dusty Ritz and Crestina Ritz as to Vacation Interval 39-O
Lease KV8979 in favor of Isaac Martens and Erna Martens as to Vacation Interval 40-E
Lease KV8980 in favor of Ray Bosse and Donna Bosse as to Vacation Interval 40-O
Lease KV8981 in favor of Marvin Sargeant and Merilyn Sargeant as to Vacation Interval 41-E
Lease KV8982 in favor of Alexsandr Solodyankin and Elena Solodyankin as to Vacation Interval 44-O
Lease KV8983 in favor of Lawrence Lawrence and Gloria Lawrence as to Vacation Interval 51-E
Lease KV8984 in favor of Beverley Esslinger and Brian Esslinger as to Vacation Interval 51-O
Lease KV8985 in favor of Neal Gilchrist and Susan Lea as to Vacation Interval 52-E
Lease KV8986 in favor of Douglas Luntz and Dianne Luntz as to Vacation Interval 52-O
Lease KV9420 in favor of Peter Loran and Donna Loran as to Vacation Interval 2-E
Lease KV9421 in favor of James Taylor and Marcia Taylor as to Vacation Interval 3-E
Lease KV9422 in favor of Sheldon Lovell and Mavis Lovell as to Vacation Interval 3-O
Lease KV9423 in favor of John Sherman and Wendy Sherman as to Vacation Interval 6-E
Lease KV9424 in favor of Kenneth Schimpf and Joanne Schimpf as to Vacation Interval 6-O
Lease KV9425 in favor of James Barnhill and Nancy Barnhill as to Vacation Interval 8-O
Lease KV9428 in favor of Rod Schaff and Laurel Schaff as to Vacation Interval 21-E
Lease KV9430 in favor of Sandra Jean Johnson as to Vacation Interval 26-O
Lease KV9431 in favor of Barry Pakarno and Marie Pakarno as to Vacation Interval 28-E
Lease KV9432 in favor of Anthony Rosadiuk and Brenda-Lee Rosadiuk as to Vacation Interval 29-O
Lease KV9433 in favor of Leonard Shapka and Glenda Shapka as to Vacation Interval 30-E
Lease KV9434 in favor of Gilles Rivet and Patricia Rivet as to Vacation Interval 30-O
Lease KV9435 in favor of Leslie McKenzie and Lynn McKenzie as to Vacation Interval 33-O
Lease KV9436 in favor of Garry Smith and Alva Smith as to Vacation Interval 35-O
Lease KV9437 in favor of Robert Capp as to Vacation Interval 36-E
Lease KV9438 in favor of Gordon Hegland and Valerie Hegland as to Vacation Interval 39-E
Lease KV9439 in favor of Charlie Wever and Lisa Wever as to Vacation Interval 42-O
Lease KV9440 in favor of Carole Long, David Long and Shane Long as to Vacation Interval 43-O
Lease KV10775 in favor of Kelvin Krahn and Elaine Krahn as to Vacation Interval 5-O
Land Use Contract N74468 in favour of Regional District of Central Okanagan
Statutory Building Scheme P82175
Land Use Contract R44169 modification of N74468

(C)

Lease KV4578 in favor of Janice Weppler and Bill Weppler as to Vacation Interval 1-O
Lease KV4580 in favor of Jeffrey Rosgen and Eleanor Rosgen as to Vacation Interval 4-O
Lease KV4581 in favor of Gregg Dill and Sandra Dill as to Vacation Interval 5-O
Lease KV4582 in favor of John Carrier and Terril Carrier as to Vacation Interval 9-O
Lease KV4583 in favor of Stephen Vantour and Anna Vantour as to Vacation Interval 10-O
Lease KV4585 in favor of Per Jorgensen and Jay Jorgensen as to Vacation Interval 12-O
Lease KV4586 in favor of Carmen Brooks as to Vacation Interval 14-O
Lease KV4587 in favor of Sandra Johnson and Bill Johnson as to Vacation Interval 15-O
Lease KV4588 in favor of Esther Cheah and Terence Cheah as to Vacation Interval 16-O
Lease KV4589 in favor of Louise Hanson as to Vacation Interval 17-O
Lease KV4590 in favor of John Taylor and Barbara Taylor as to Vacation Interval 18-O
Lease KV4591 in favor of Darshan Dhanjal and Kamal Dhanjal as to Vacation Interval 19-A

Lease KV4592 in favor of Doug Chorley as to Vacation Interval 20-E
 Lease KV4593 in favor of Austin Drader and Cathy Drader as to Vacation Interval 20-O
 Lease KV4594 in favor of George Descalchuk and Linda Descalchuk as to Vacation Interval 21-O
 Lease KV4595 in favor of Lois Moller and Donna Moller as to Vacation Interval 22-E
 Lease KV4596 in favor of Mary Seiferling and Jim Seiferling as to Vacation Interval 22-O
 Lease KV4597 in favor of Bruce Leippi and Beverly Leippi as to Vacation Interval 23-E
 Lease KV4598 in favor of Arnold Leth and Barbara Leth as to Vacation Interval 24-E
 Lease KV4599 in favor of Maurice Wilson and Kathy Wilson as to Vacation Interval 25-E
 Lease KV4600 in favor of Hans Gaastra and Merle Gaastra as to Vacation Interval 25-O
 Lease KV4601 in favor of Willette Cheatom and Leona Cheatom as to Vacation Interval 26-A
 Lease KV4602 in favor of Bryon Thompson and Rita Thompson as to Vacation Interval 27-A
 Lease KV4603 in favor of Phillip Murray and Carol Murray as to Vacation Interval 28-A
 Lease KV4604 in favor of Rod Jacobson and Karen Jacobsen as to Vacation Interval 30-A
 Lease KV4605 in favor of Douglas Bobrosky and Sheila Leroux as to Vacation Interval 33-A
 Lease KV4606 in favor of Marilyn Brougham as to Vacation Interval 34-A
 Lease KV4607 in favor of Marilyn Brougham as to Vacation Interval 35-A
 Lease KV4608 in favor of Michael Bolton and Sandra Bolton as to Vacation Interval 36-O
 Lease KV4609 in favor of James Tuggle and Joyce Tuggle as to Vacation Interval 37-O
 Lease KV4610 in favor of James Millard and Beth Millard as to Vacation Interval 40-O
 Lease KV4611 in favor of Gayle Gering and Gaynel Gering as to Vacation Interval 41-A
 Lease KV4612 in favor of Ron Village and Judy Village as to Vacation Interval 51-A
 Lease KV4649 in favor of Gary Kynes and Susan Kynes as to Vacation Interval 7-O
 Lease KV4651 in favor of Harry Kung and Alice Kung as to Vacation Interval 31-A
 Lease KV4652 in favor of Harry Kung and Alice Kung as to Vacation Interval 32-A
 Lease KV4653 in favor of Don Crook and Gale Towes as to Vacation Interval 38-O
 Lease KV9026 in favor of Brent Mayer and Terri Mayer as to Vacation Interval 8-O
 Lease KV9027 in favor of Bob Mansell and Tina Hazard as to Vacation Interval 13-A
 Lease KV10759 in favor of David Hartley, Calvin Hartley, Helen Hartley and Douglas Hartley as to Vacation Interval 3-O
 Lease KV10760 in favor of Denis Tardif, Natalie Tardif, Pierre Tardif and Yannick Dufour as to Vacation Interval 29-A
 Lease KV10777 in favor of Janine Sharp as to Vacation Interval 52-A
 Land Use Contract N74468 in favour of Regional District of Central Okanagan
 Statutory Building Scheme P82175
 Land Use Contract R44169 modification of N74468

(D)

Lease KL8184 in favor of Susan Tanya Vermeulen as to Vacation Interval 27-A
 Lease KL8185 in favor of Ellen Jo-Dean Vajda as to Vacation Interval 28-A
 Lease KL8186 in favor of Dan Konkin as to Vacation Interval 29-A
 Lease KL79563 in favor of Anita Kathleen Ross as to Vacation Interval 31-A
 Lease KL110090 in favor of Eugene Kai Wong and Jill Ann Wong as to Vacation Interval 37-O
 Lease KL112594 in favor of Michael Robertson and Diana Robertson as to Vacation Interval 38-O
 Lease KL112595 in favor of Thomas Neifer and Beverley Neifer as to Vacation Interval 39-A
 Lease KL128312 in favor of Arthur Dietrich and Kathleen Dietrich as to Vacation Interval 32-O
 Lease KL137780 in favor of Kevin Bennett as to Vacation Interval 50-A

Lease KM57706 in favor of Thomas Lively and Karen Lively as to Vacation Interval 23-A
Lease KLM96896 in favor of Joyce Sihota and Dedar Sihota as to Vacation Interval 1-A
Lease KN97607 in favor of Bruce Takeda and Debbie Takeda as to Vacation Interval 18-A
Lease KN97608 in favor of Bruce Takeda and Debbie Takeda as to Vacation Interval 38-E
Lease KN97609 in favor of Craig Takeda and Lianne Takeda as to Vacation Interval 40-A
Lease KN97610 in favor of Craig Takeda and Lianne Takeda as to Vacation Interval 20-A
Lease KN97611 in favor of Craig Takeda and Lianne Takeda as to Vacation Interval 19-A
Lease KN97612 in favor of Peter Nimi and Aster Nimi as to Vacation Interval 21-A
Lease KN97613 in favor of Peter Nimi and Aster Nimi as to Vacation Interval 22-A
Lease KN97614 in favor of Peter Nimi and Aster Nimi as to Vacation Interval 35-A
Lease KN97615 in favor of Herbert Smith and Lynn Smith as to Vacation Interval 34-A
Lease KP40524 in favor of Wayne Bayrack and Gwen Bayrack as to Vacation Interval 30-A
Lease KP40525 in favor of Michael Widmer and Kelly Widmer as to Vacation Interval 32-E
Lease KT40019 in favor of Dave Gadhia as to Vacation Interval 33-A
Lease KT40020 in favor of Randy Eugene Lonsdale as to Vacation Interval 26-O
Lease KV2587 in favor of Susan Wieczorek as to Vacation Interval 2-A
Lease KV2589 in favor of Edwin Bobiash and Darcey Bobiash as to Vacation Interval 4-O
Lease KV2591 in favor of Ron Hansen and Lilia Hansen as to Vacation Interval 6-A
Lease KV2592 in favor of Donald Harpley and Margaret Harpley as to Vacation Interval 7-O
Lease KV2593 in favor of Barry Tilley and Sharon Tilley as to Vacation Interval 9-O
Lease KV2594 in favor of Andrew Stephen and Tracey Stephen as to Vacation Interval 13-A
Lease KV2595 in favor of Thomas Summerson and Susan Summerson as to Vacation Interval 24-A
Lease KV2596 in favor of Ronald Haynes and Lynda Haynes as to Vacation Interval 25-O
Lease KV2597 in favor of Marie Cardinal as to Vacation Interval 36-O
Lease KV2598 in favor of John Flegal and Mavis Flegal as to Vacation Interval 41-O
Lease KV2599 in favor of Andrew Stephen and Tracey Stephen as to Vacation Interval 51-A
Lease KV2600 in favor of Charles Moore and Beverley Moore as to Vacation Interval 52-A
Land Use Contract N74468 in favour of Regional District of Central Okanagan
Statutory Building Scheme P82175
Land Use Contract R44169 modification of N74468

(E)

Lease KL8187 in favor of Arthur Kahlke and Jennie Kahlke as to Vacation Interval 29-A
Lease KL8189 in favor of Bruce Gerus and Catherine Gerus as to Vacation Interval 26-A
Lease KL8190 in favor of Kenneth McKenzie and Barbara McKenzie as to Vacation Interval 38-O
Lease KL28652 in favor of Lyle Bellamy and Christine Bellamy as to Vacation Interval 19-O
Lease KL28653 in favor of John Andersen and Rosemary Andersen as to Vacation Interval 24-O
Lease KN97616 in favor of Stuart Kanegawa as to Vacation Interval 18-A
Lease KP40526 in favor of Allan Gardiner and Sandra Gardiner as to Vacation Interval 35-A
Lease KP117463 in favor of Phyllis Smith as to Vacation Interval 25-A
Lease KT40021 in favor of Edward George Bonk and Margaret Lily Bonk as to Vacation Interval 46-A
Lease KT40022 in favor of Jack Pollard and Lori Pollard as to Vacation Interval 5-O
Lease KV2601 in favor of Larry Hulgaard and Fern Hulgaard as to Vacation Interval 13-A
Lease KV2603 in favor of James Schell and Joan Schell as to Vacation Interval 23-O
Lease KV2604 in favor of Jocelyn Daoust and Ellen Daoust as to Vacation Interval 36-O
Land Use Contract N74468 in favour of Regional District of Central Okanagan