

TAB 2-A

Glossary of Defined Terms for Receiver's Seventeenth Report

<u>Term</u>	<u>Definition</u>
2010 Budget	A budget prepared by the Receiver for the six-month period ending May 31, 2010 being the period during which the Institutional Sales Process is contemplated to be conducted
2011 Budget	The budget prepared by the Receiver and approved by WestLB for the period to April 30, 2011, at which time the Receiver expects to have concluded a transaction which will exit the Hotel from receivership
A&M	Alvarez & Marsal Canada ULC
Act	<i>Red Leaves Resort Association Act, 2006</i>
Ad Hoc Committee	The Ad Hoc Committee of Unit Owners, consisting of certain Unit Owners and Existing Unit Purchasers
Altus Tax Group	Altus Group Tax Consulting Paralegal Professional Corporation
Amended August 18 Order	The Order of Madam Justice Pepall dated August 18, 2009, as amended August 20, 2009
Appointment Order	Amended and Restated Appointment Order issued June 2, 2009, as amended by Orders dated December 21, 2009 and April 15, 2010
APS	Agreement(s) of purchase and sale
Assets	All the property, assets and undertakings of The Rosseau Resort Developments Inc.
Baker Real Estate	Baker Real Estate Inc.
Balcony Handrails	The Hotel's balcony handrails that required substantial remediation work, as described in the Twelfth Report
BIA	<i>Bankruptcy and Insolvency Act</i> (Canada)
Blakes	Blake, Cassels & Graydon LLP
Board	Board of Directors of the Red Leaves Resort Association
Building Consultants	Designers, building architects, mechanical, structural, and electrical engineers
Bulletin 19 Reporting Requirements	Certain reporting requirements pursuant to the Tarion New Home Warranty Program
By-laws	The Red Leaves Resort Association By-laws dated April 2008
CJA	<i>Courts of Justice Act</i> (Ontario)
CLA	<i>Construction Lien Act</i> (Ontario)

<u>Term</u>	<u>Definition</u>
Closing Costs Holdback	Certain funds held in the trust account of McCarthys relating to certain closing costs retained from proceeds of sales of Units closed prior to the Receivership
COA	The sewage treatment plant operates pursuant to Certificate of Approval No. 2176-74DPM9, issued by the Ministry of the Environment on July 20, 2007
Colliers	Colliers Macaulay Nicolls (Ontario) Inc.
Commission Claim Materials	The Commission Claims Process Order, Notice and Instruction Letter to Commission Creditors and a Proof of Commission Claim Form
Commission Claims	As defined in the Commission Claims Process Order
Commission Claims Bar Date	Creditors were required to submit their Proof of Commission Claim Form to the Receiver on or before March 1, 2010
Commission Claims Process	A claims process for the determination of entitlements of real estate agents and brokers to amounts set aside by McCarthys and held in trust for real estate commissions
Commission Claims Process Order	Order dated December 21, 2009, authorizing the Receiver to conduct a commission claims process
Commission Funds	The funds available to pay real estate commissions owed to them, which were set aside on closing of Unit sale transactions by McCarthy Tetrault LLP
Committee	Same as the Ad Hoc Committee
Company	The Rosseau Resort Developments Inc.
Condominium Corporation	The Muskoka Standard Condominium Corporation No. 62
Confirmation	Written confirmation by WestLB and the applicable Lien Claimant of the completion of the assignment of the relevant Determined Lien Claim to WestLB
Construction Lien Claims	Lien claims registered on title to the real property owned by RRDI pursuant to the CLA
Construction Lien Claims Process	The construction lien claims process set out in the Claims Process Order
Construction Lien Claims Process Order	Order of the Court dated July 24, 2009
Construction Lien Trustee	Alvarez & Marsal Canada ULC
Court	Ontario Superior Court of Justice
CRA	Conestoga-Rovers & Associates
CT	Commercial tax class

<u>Term</u>	<u>Definition</u>
Current HMA	Amended and Restated Hotel Management Agreement among RRDI, RRMSI, and Marriott Hotels dated October 6, 2006
Current RPMA(s)	The form of rental pool management agreement Unit Owners entered into with RRMSI, as Rental Pool Manager
December 7 Order	The Order issued by the Court on December 7, 2010
December 16 Order	The Order issued by the Court in December 16, 2010
December 21 Order	The Order issued by the Court on December 21, 2009
Declaration	The Rosseau Resort Condominium Declaration, made pursuant to the <i>Condominium Act</i> , 1998
Determined Lien Claim	Construction Lien Claims determined pursuant to the Notices of Determination and approved by the Court
Development Lands	The undeveloped lands located adjacent to the Hotel on RRDI's property, principally along the waterfront and neighbouring The Rock Golf Course
Disputing Unit Owners	63 Unit Owners who delivered notices of dispute to the Receiver in respect of the RPMA Dispute
District or District of Muskoka	The District Municipality of Muskoka Corporate and Emergency Services Department
Eighth Report	The Receiver's Eighth Report dated December 14, 2009
Eleventh Report	The Receiver's Eleventh Report dated May 12, 2010
Existing Unit Purchasers	Existing purchasers who have not yet closed outstanding APSs with RRDI
Faskens	Fasken Martineau DuMoulin LLP
Fifteenth Report	The Receiver's Fifteenth Report dated March 3, 2011
First Tranche Receiver's Borrowings	The monies borrowed by the Receiver from the Syndicate, on a priority basis, to fund the costs and expenses of the receivership in the principal amount of \$15,000,000
FMC	Fraser Milner Casgrain LLP
Forfeited Deposits	Funds held by Blakes in respect of deposits provided by three unit purchasers at the time of signing agreements of purchase and sale to purchase a Hotel Unit during the One Day Sale
Fortress	Fortress Credit Corp.
Fourteenth Report	The Receiver's Fourteenth Report dated December 13, 2010
Hotel	221 unit condominium hotel complex located on the property owned by RRDI situated along the north-west end of Lake Rosseau in Muskoka, Ontario

<u>Term</u>	<u>Definition</u>
Hotel Management Unit	The condominium unit designated for the operations of the Hotel
Independent Directors	The independent directors of the Muskoka Standard Condominium Corporation No. 62
Independent Engineers	Collectively, Morrison Hershfield and Trow
Initial Water Taking Permit	The water taking permit issued on September 21, 2001
Institutional Sales Process	The sales and marketing process for all of the Assets of RRDI on an en bloc basis, as conducted by Colliers
Interim Receiver	Alvarez & Marsal Canada Inc. (formerly McIntosh & Morawetz Inc.)
July 8 Order	The Order dated July 8, 2009
KFE	Ken Fowler Enterprises Limited
Known Commission Creditors	As defined in the Commissions Claims Process Order
Lender Syndicate	WestLB AG, New York Branch and CIT Financial Ltd.
Lien Claimants	Those parties which filed Construction Lien Claims under the Construction Lien Claims Process Order dated July 24, 2009
Marriott Hotels	Marriott Hotels of Canada, Ltd.
May 19 Order	The Order of Madam Justice Pepall dated May 19, 2010
McCarthy	McCarthy Tetrault LLP
Miller Thomson	Miller Thomson LLP
MOE	Ministry of the Environment
MPAC	Municipal Property Assessment Corporation
New HMA	A New Hotel Management Agreement that is based on the template of the Current HMA and modified by the Side Letter, the financial terms and conditions of which are set out in the Summary of Terms approved by the Court
New Marriott Agreements	Other New Marriott Agreements together with the New HMA
New RPMA	New forms of Rental Pool Management Agreements agreed upon by the Committee and RRDI, and approved by the Court
New Unit Purchasers	New purchasers of unsold Units
Ninth Report	The Receiver's Ninth Report dated April 9, 2010
Notices of Determination	Notices issued by the Construction Lien Trustee determining the amounts under the CLA for certain Construction Lien Claims filed by construction lien claimants under the Construction Lien Claims Process Order

<u>Term</u>	<u>Definition</u>
Notices of Dispute	The notices delivered to the Receiver by the Disputing Unit Owners in connection with the RPMA Dispute
November 12 Order	The Order issued by the Court on November 12, 2009 granting the relief sought by the Receiver in the Twelfth Report
OBC	Ontario Building Code
Outstanding Neighbouring Property Issues	The interaction and interconnectedness between RRDI and its neighbouring properties including matters concerning disputes over water and sewage infrastructure, certain development rights, and the Resort Association
Other Current Marriott Agreements	Royalty and Licensing Agreement between RRDI, RRMSI and IHLC dated October 6, 2006, and any other current agreements between RRDI, RRMSI, and Marriott Hotels or its affiliates
Performance Audit	A common element performance audit undertaken by Trow Associates Inc. on behalf of the Board
Potential Purchaser	A third party purchaser related to Maureen Fowler, the spouse of Ken Fowler
Potential Transaction	A proposed potential sale transaction of the Assets of RRDI to the Potential Purchaser
Priority Lien Claims	The portion of construction lien claims which are determined to have priority over all mortgages registered on title to the real property of RRDI
Project	The development and construction of the Hotel and surrounding property, all of which is on the property owned by RRDI
Protocol	The Institutional Sales Process Protocol prepared by the Receiver, in conjunction with its legal counsel and Colliers
Provincial Officer's Order	Consensual Order issued by the MOE on September 29, 2010 requiring RRDI to complete the Remediation Plan by January 31, 2011
R&D	The Receiver's statement of receipts and disbursements
RCPC	Resort condominium property tax class
Receiver	Collectively, the Interim Receiver and the Receiver and Manager
Receiver and Manager	Alvarez & Marsal Canada ULC in its capacity as receiver and manager

<u>Term</u>	<u>Definition</u>
Receiver's Borrowings	Collectively, those receiver's borrowings authorized by the Appointment Order, including the First Tranche Receiver's Borrowings, Second Tranche Receiver's Borrowings and Third Tranche Receiver's Borrowings
Release	Full and final release to be delivered by the Receiver on behalf of RRDI
Remediation Plan	Plan developed by the Receiver, with the assistance of CRA and the Receiver's legal counsel, and the MOE to remediate the STP
Rental Pool	The rental pool in which all Unit Owners are required to participate
Rental Pool Manager	Rental pool manager
Resort	Red Leaves Resort complex
Resort Association	The Red Leaves Resort Association
Retail Sales Program	Proposed retail sales and marketing program of the Company's unsold condominium units, as well as potentially the development lands surrounding the Hotel, on an individual or lot basis
Ross Windows	Parry Sound Glass Limited o/a Ross Windows
RPMA Dispute	A dispute commenced by the Disputing Unit Owners regarding the Receiver's interpretation of the New RPMA
RPMA(s)	Rental Pool Management Agreement(s)
RRCI	Rock Ridge Contractors Inc.
RRCI/RRDI Reference	The reference to a Master of the Ontario Superior Court to determine the preliminary issue of whether RRCI is a general contractor or a construction manager for RRDI, and whether certain certificates of substantial performance are valid
RRDI	The Rosseau Resort Developments Inc.
RRDI Infrastructure	The water treatment plant and certain water taking infrastructure, including pumps, pumping equipment and piping
RRDI/RRCI Contract	The contract between RRDI and RRCI
RRMSI	The Rosseau Resort Management Services Inc.
RRMSI Receiver	A&M as receiver over certain assets of RRMSI, namely RRMSI's rights in any contracts with Marriott Hotels and/or affiliates which relate to the Hotel (including the Current HMA) and in any Current RPMAs

<u>Term</u>	<u>Definition</u>
Sales and Marketing Order	The Order issued by the Court on July 8, 2009
Sales and Marketing Process	Generally, the process the Receiver intends to run in respect of selling the Assets of the Company approved by the Sales and Marketing Order
Second Tranche Receiver's Borrowings	A second tranche of Receiver's Borrowings in the principal amount of \$7.5 million to be provided by WestLB
Service List	List of all interested parties who are entitled to receive copies of all documents filed with the Court and have either served a Notice of Appearance or requested to be added to the Service List
Standstill Agreements	Those agreements pursuant to which prior to the Receivership two additional Existing Unit Purchasers had each independently agreed to enter into agreements whereby RRDI agreed to attempt to sell each of the respective Units at minimum prices agreed upon between RRDI and the Existing Unit Purchaser
STP	Sewage treatment plant
STP Lease	A lease agreement dated February 13, 2009, between RRDI, as tenant and Wallace Marine, as landlord, for a term of 21 years less a day in respect of the lands on which the sewage treatment plant is situated
Syndicate	The lender syndicate being WestLB AG, New York Branch and CIT Financial Ltd.
Tarion	Tarion Warranty Corporation
Tenth Report	The Receiver's Tenth Report dated April 19, 2010
The Rock	1515511 Ontario Inc. o/a The Rock Golf Club
Third Tranche Receiver's Borrowings	A third tranche of Receiver's Borrowings in the principal amount of \$8.7 million to be provided by WestLB
Third Tranche Term Sheet	The term sheet negotiated by the Receiver with WestLB for the Third Tranche Receiver's Borrowings, consistent with the form of term sheets executed in respect of prior Receiver's Borrowings
Thirteenth Report	The Receiver's Thirteenth Report dated December 1, 2010
Township	The Township of Muskoka Lakes
TPL	Total phosphorus level(s)
Travelers	Travelers Guarantee Company of Canada
Trow	Trow Associates Inc.

<u>Term</u>	<u>Definition</u>
Twelfth Report	The Receiver's Twelfth Report dated November 5, 2010
Unit Owner Proposal	The proposal of the Independent Directors and the Ad Hoc Committee to acquire certain assets of RRDI, specifically the commercial property and operations of the Hotel and RRDI's interest in the Marriott Hotel Agreements and New RPMAs, and simplify the rental pool structure.
Unit Owners	Current owners of Units at the Hotel
Units	The 221 condominium units of the Hotel
Unsold Units	132 unsold condominium units of the Hotel (note that in prior reports, "Unsold Units" was defined as 84 unsold condominium units of the Hotel, this past definition excluded those units that were subject to an APS but not sold)
Wallace Marine	Wallace Marine Limited
Water and Sewage Infrastructure	Water and sewage infrastructure on or adjacent to RRDI's property including the sewage treatment plant and the water treatment plant
Water Supply Agreement	A proposed, mutually acceptable water supply agreement, whereby RRDI would continue to supply The Rock with water for irrigation purposes
Water Taking Permit	Permit No. 0465-5ZTL4C, which provides RRDI with the authority to take water primarily from Lake Rosseau, governed by the Ontario <i>Water Resources Act</i>
WestLB	WestLB AG, Toronto Branch or WestLB AG, New York Branch
Window and Door Systems	The windows and exterior balcony doors of the Units
WTP	Water treatment plant that is situated on RRDI's property

TAB 2-B

FULL AND FINAL RELEASE

TO: WestLB AG, New York Branch (formerly WestLB AG, Toronto Branch), as administrative agent (in such capacity, the "Agent"), on behalf of itself, CIT Financial Ltd. ("CIT"), Raiffeisen Bank International AG (legal successor to Raiffeisen Zentralbank Österreich AG) ("RZB"), and Erste Abwicklungsanstalt (collectively the "Creditors")

Full and final release ("**Full and Final Release**") effective as of the date hereof, granted by The Rosseau Resort Developments Inc. ("**RRDI**"), executed by Alvarez & Marsal Canada ULC for and on behalf of RRDI solely in its capacity as receiver and manager and trustee of the assets of RRDI and not in its personal capacity, and executed by Alvarez & Marsal Canada Inc. for and on behalf of RRDI solely in its capacity as interim receiver of the assets of RRDI and not in its personal capacity (collectively, the "**Receiver**") in favour of the Agent and the other Creditors.

RECITALS:

- a) Pursuant to a credit agreement dated as of February 1, 2007 among, *inter alia*, RRDI, as Borrower, the Agent, various financial institutions, as the Lenders, CIT, as Syndication Agent and RZB, as Documentation Agent (as amended, supplemented or modified from time to time up to the date hereof, the "**Credit Agreement**"), the Lenders made certain Credit Extensions (as defined therein) to RRDI.
- b) The Receiver, on behalf of RRDI, has been authorized and directed by the Order of the Honourable Justice Campbell of the Ontario Superior Court of Justice dated April 13, 2011 to execute and deliver this Full and Final Release on behalf of RRDI, and not in its personal capacity, to evidence the releases and discharges hereinafter referred to in connection with the Credit Agreement.

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), RRDI hereby agrees as follows:

1. Defined Terms.

Capitalized terms used in this Full and Final Release and not otherwise defined shall have the meanings specified in the Credit Agreement except that (and for greater certainty) the term "**Loan Documents**" shall be deemed to include the documents listed in Schedule "A".

2. RRDI's Release of Agent and other Creditors.

- 2.1. RRDI, by its Receiver, on its own behalf and on behalf of its successors and assigns, absolutely, unconditionally and irrevocably releases, remises and forever discharges the Agent and each of the other Creditors, and each of their present and former shareholders, partners, affiliates, subsidiaries, divisions, predecessors, directors, officers, legal counsel, employees, agents and other representatives, and their successors and

assigns (the Agent, each of the other Creditors and such other persons being hereinafter referred to collectively as the "**Creditor Releasees**" and individually as a "**Creditor Releasee**"), of and from all demands, actions, causes of action, applications, suits, covenants, contracts, complaints, controversies, agreements, promises, sums of money, accounts, bills, bonds, indebtedness, reckonings, obligations, duties, breaches of contract, breaches of duty or any relationship, acts, omissions, compensations, promises, costs, losses, expenses, claims for interest or disbursements, damages, remedies for losses, choses in action, entitlements, rights of indemnity, and any and all other claims, counterclaims, defences, demands and liabilities (individually, a "**Claim**" and collectively, "**Claims**") known or unknown, both at law and in equity, which RRDI or any of its successors and assigns, may now or later have or claim against any of the Creditor Releasees including, but not limited to, on account of, or in relation to, or in any way in connection with the Credit Extensions, the Obligations, the Credit Agreement or any of the other Loan Documents (including, but without limitation, all the documents listed in Schedule "A" hereto), and the receivership of RRDI and The Rosseau Resort Management Services Inc., and including for greater certainty and not restricting the foregoing, any and all claims which were raised, or which could have been raised in Complaint No. 602807/09 commenced in the Supreme Court in the State of New York, or in Complaint No. 651913/10 commenced in the Supreme Court of the State of New York.

- 2.2. RRDI, by its Receiver, understands, acknowledges and agrees that the releases set out in Section 2.1 may be pleaded as a full and complete defence and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such releases.
- 2.3. RRDI, by its Receiver, agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may later be discovered will affect in any manner the final, absolute and unconditional nature of the releases set out in Section 2.1.
- 2.4. RRDI, by its Receiver, on its own behalf and on behalf of its successors and assigns, absolutely, unconditionally and irrevocably covenants and agrees with and in favour of each Creditor Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Creditor Releasee on the basis of any Claim released under Section 2.1 above.

3. **Miscellaneous**

- 3.1. RRDI, by its Receiver, hereby undertakes and agrees not to assert any Claim or take any proceedings in furtherance of such Claim against any person, partnership, corporation, or other such entity which might be entitled to claim contribution, indemnity, or other relief over against any Creditor Releasee on account of such Claim under the provisions of any statute or otherwise, including the *Negligence Act*, R.S.O. 1990, c.N.1 and any amendments and successor legislation thereto, with respect to any of the matters to which this release applies.

- 3.2. In addition to Section 2.4 above, in the event that RRDI should hereafter commence any proceedings involving any Claims relating to the matters dealt with in this release against any of the Creditors, this document may be raised as an estoppel to any such Claims in the proceedings, and RRDI shall be liable to the Creditors for the costs of such proceedings.
- 3.3. RRDI, by its Receiver, hereby represents and warrants that it has not assigned or transferred, or purported to assign or transfer, to any person, partnership, corporation, or other such entity any of the Claims released above, nor any of the matters about which they agree herein not to make any claim or take any proceedings.
- 3.4. RRDI, by its Receiver, represents and warrants that no consent, approval, waiver or other intervention or involvement of any kind by any other party is required for the effective release of the Claims or the effective execution of this release.
- 3.5. And it is hereby understood by RRDI, by its Receiver, and agreed that the aforesaid consideration is deemed to be no admission whatsoever of liability on the part of the Creditors and that such liability is denied.
- 3.6. And for the aforesaid consideration RRDI, by its Receiver, hereby acknowledges, declares and agrees that it is satisfied with the information provided and has no outstanding requests for information, that it has had sufficient time and opportunity to seek independent legal and other professional advice with respect to the terms of this release, that it has been represented by counsel in connection with the negotiation and execution of this Full and Final Release and has had a full and adequate opportunity to consider this Full and Final Release and consult with counsel in connection with same, that it has read this Full and Final Release in its entirety, and it has been explained to it by its counsel, that it understands the terms of this release and voluntarily accept the consideration referred to above for the purpose of making full and final compromise, adjustment and settlement of all Claims as aforesaid, and represents and warrants that it has not been induced to enter into this release by reason of any representation or warranty of any kind whatsoever, that no threat or suggestion or promise has been made to RRDI to influence it to sign the Full and Final Release, other than the statements set forth herein, that in signing this Full and Final Release it has not been subjected to any coercion, undue influence, or duress, and that there is no condition, express or implied, or collateral agreement affecting the said release.

4. Further Assurances.

RRDI shall execute and deliver to the Agent such further assurances as may reasonably be required to effect the payments, releases and discharges.

5. Governing Law.

This Full and Final Release is governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein and RRDI submits to the exclusive jurisdiction of the courts of Ontario in connection with any dispute or interpretation regarding this Full and Final Release.

6. Successors and Assigns.

This Full and Final Release shall be binding upon and shall enure to the benefit of RRDI and each of its respective successors, assigns, and/or legal representatives.

[Signature Page Follows]

IN WITNESS WHEREOF, this Full and Final Release, has been executed as of the _____ day of April, 2011.

**THE ROSSEAU RESORT
DEVELOPMENTS INC.**, by Alvarez &
Marsal Canada ULC, solely in its capacity as
receiver and manager and trustee of the
Assets of RRDI and without any effect on its
personal capacity, and by Alvarez & Marsal
Canada Inc., solely in its capacity as interim
receiver of the Assets of RRDI and without
any effect on its personal capacity

By: _____

SCHEDULE "A"
CERTAIN LOAN DOCUMENTS

Loan Documents

- (1) The Credit Agreement.
- (2) Pledge Agreement dated as of April 20, 2007, granted by Red Leaves Resort Partnership ("Red Leaves") in favour of the Agent.
- (3) Environmental Indemnity Agreement dated as April 20, 2007, granted by Ken Fowler Enterprises Limited ("KFE") for the benefit of the Agent.
- (4) Subordination Agreement dated as of April 20, 2007, between Kenneth A. Fowler, KFE and the Agent.
- (5) Intercreditor Agreement dated as June 6, 2007, as between Fortress Credit Corp., the Borrower, KFE and the Agent.
- (6) General Security Agreement dated as of April 9, 2009, granted by KFE in favour of the Agent.
- (7) General Security Agreement dated as of April 9, 2009, granted by Ken Fowler (N.Y.), Inc. ("KF NY") in favour of the Agent.
- (8) General Security Agreement dated as of April 9, 2009, granted by Ken Fowler, Columbus, Inc. ("KF Columbus") in favour of the Agent.
- (9) General Security Agreement dated as of April 9, 2009, granted by Ken Fowler Texas, Inc. ("KF Texas") in favour of the Agent.
- (10) Securities Pledge Agreement dated as of April 9, 2009, granted by KFE in favour of the Agent.
- (11) Negative Pledge Agreement dated as of April 9, 2009, granted by Peter Fowler Enterprises Ltd. ("PFEL") in favour of the Agent.
- (12) Subordination and Postponement Agreement dated as April 9, 2009, between Meridian Credit Union Limited, TD Capital Mezzanine Partners Management Ltd., the Agent, KFE, KF NY, KF Columbus, KF Texas and PFEL.
- (13) *Personal Property Security Act* (Ontario) and *Uniform Commercial Code* financing statements filed or made in respect of the Loan Documents.
- (14) Payment Guaranty dated as of April 20, 2007, granted by KFE for the benefit of the Agent.
- (15) Guaranty of Completion and Performance dated as of April 20, 2007, granted by KFE for the benefit of the Agent.

- (16) Non-Recourse Carve Out Guaranty dated as April 20, 2007, granted by KFE for the benefit of the Agent.
- (17) Limited Guaranty and Postponement of Debts and Claims dated as April 9, 2009, granted by KFE, KF NY, KF Columbus and KF Texas for the benefit of the Agent.
- (18) Non-Recourse Pledge Guaranty dated as of April 20, 2007, granted by Red Leaves in favour the Agent.