

- (1) such Dispute may be submitted to arbitration by either party giving written notice to the other party that the party giving the notice has elected to have the Dispute submitted to arbitration. Such arbitration will be carried out by a single arbitrator mutually agreed upon by the parties. If the parties fail to agree upon an arbitrator within 15 days after a party has notified the other party of the name of the person it nominates to carry out the arbitration, then either party may apply to a judge of the Superior Court of Justice of Ontario for the appointment of an arbitrator and such appointment will be binding on the parties. Any arbitrator nominated or selected will be independent of each of the parties to the Dispute;
- (2) it is the intention of the parties that the arbitration will be conducted, and that the determination or award of the arbitrator be made and communicated in writing to the parties, as expeditiously as possible and this will be reflected in choice of and directions given to and by the arbitrator. The arbitrator will conduct the arbitration of the dispute as expeditiously as reasonably possible and will provide written reasons for his decision. The decision of the arbitrator duly appointed pursuant to this section 9.2 will be final and binding upon the parties hereto;
- (3) the arbitration will be held in Toronto, Ontario; and
- (4) no limitation imposed by or pursuant to the *Arbitration Act* on the remuneration of the arbitrator will apply. The arbitrator is authorized to include in his determination or award an award in favour of either party in respect of any costs incurred in connection with or in respect of the arbitration, including the cost of the arbitrator and the arbitration and all legal and other professional costs and disbursements and although such an award must be made on a judicial basis, it need not be based on any court approved tariff basis and may be on a complete indemnity basis. In all other respects the arbitration will be governed by the *Arbitration Act*, as the same may be amended or replaced from time to time.

Notwithstanding anything contained in this section 9.2, each of the Owner and the Rental Pool Manager shall be entitled to (i) commence legal proceedings seeking such mandatory, declaratory or injunctive relief as may be necessary to define or protect the rights and enforce the obligations contained herein pending the settlement of a Dispute, (ii) commence legal proceedings involving the enforcement of an arbitration decision or award arising out of this Agreement, or (iii) join any arbitration proceeding arising out of this Agreement with any other arbitration proceeding arising out of this Agreement.

9.3 Expert Decisions. Notwithstanding the other provisions of this Article 9, if a Dispute arises involving a matter which the Rental Pool Manager gives notice that it is subject to determination by an Expert appointed by the Rental Pool Manager and the Hotel Operator under the Hotel Management Agreement, the parties agree that the Dispute shall be determined by such Expert in accordance with the provisions of the Hotel Management Agreement as follows:

- (1) the use of the Expert shall be the exclusive remedy of the parties and neither party shall attempt to adjudicate any dispute in any other forum. The decision of the Expert shall be final and binding on the parties and shall not be capable of challenge, whether by arbitration, in court or otherwise;
- (2) each party shall be entitled to make written submissions to the Expert, and if a party makes any submission it shall also provide a copy to the other party and the other party shall have the right to comment on such submission. The parties shall make available to the Expert all books and records relating to the issue in dispute and shall render to the Expert any assistance requested of the parties. The costs of the Expert and the proceedings shall be borne as directed by the Expert unless otherwise provided for herein;
- (3) the Expert shall make its decision with respect to the matter referred for determination by applying the standards applicable to first class hotels in accordance with the System Standards (including compliance with the requirements of any quality assurance program) and determining whether the matter at issue is necessary to satisfy such standards; and
- (4) the terms of engagement of the Expert shall include an obligation on the part of the Expert to: (i) notify the parties in writing of his decision within forty five (45) days from the date on which the Expert has been selected (or such other period as the parties may agree or as set forth herein); and (ii) establish a timetable for the making of submissions and replies.

9.4 **Additional Parties.** The Rental Pool Manager shall be entitled by notice to the Owner to join the Owner and other Owners, the Resort Corporation, the Commercial Space Owner and the Hotel Operator or any of them to any of the proceedings described in this Article 9 if, in the reasonable opinion of the Rental Pool Manager, the dispute involves issues affecting such other parties.

ARTICLE 10 **MISCELLANEOUS**

10.1 **Cooperation.** The parties will at all times during the Term act in good faith, cooperate and act reasonably in respect of all matters within the scope of this Agreement.

10.2 **Proxies.** Subject to any previous appointment of any mortgagee of the Unit, the Owner will, upon request by the Rental Pool Manager, nominate, constitute and appoint the Rental Pool Manager to be the proxy for the Owner, to attend in the place and stead and for and on behalf of the Owner at such meetings of the Resort Corporation as the Rental Pool Manager may from time to time and at any time wish to attend, and to act and vote or refrain from acting or voting in the place and stead and for and on behalf of the Owner on any and all matters where the Owner has the power or right to act or vote conferred on it by or under the *Condominium Act*, the registered declaration, the bylaws or rules and regulations of the Resort Corporation as owner of the Unit or otherwise, except insofar as such action or voting relates to any contract between

the Rental Pool Manager and the Resort Corporation. The Owner will promptly execute such proxy or proxies, whether general or specific, as the Rental Pool Manager may hereafter request for the foregoing purpose. Nothing contained in this section 10.2 will require the Rental Pool Manager to attend any meeting of the Resort Corporation or act or vote in any particular way and the Owner acknowledges and agrees that the Rental Pool Manager will not be directly or indirectly liable to the Owner or any person claiming through or under the Owner in connection with the Rental Pool Manager's exercise or failure to exercise any of such rights provided that the Rental Pool Manager acts in good faith. For clarity, nothing in this section 10.2 will prevent the Owner from specifying how the proxy is to vote on a particular question or issue. Further, if an Owner attends a meeting in person, any proxy previously given by the Owner to the Rental Pool Manager with respect to such meeting will be automatically revoked.

10.3 **Approval by the Owner.** Whenever any matter pursuant to or arising out of this Agreement is left to the discretion or approval or disapproval of the Owner, the Owner will notify the Rental Pool Manager of his decision promptly and any approval requested by the Rental Pool Manager will not be unreasonably withheld, conditioned or delayed by the Owner; provided that it shall be unreasonable to deny or refuse consent or approval to any matter if the effect of such denial or refusal would prevent or hinder the operation or maintenance of the Common Elements or the Unit in a manner consistent with the Hotel Standards. In the absence of a notification from the Owner within seven days after any matter arises the Rental Pool Manager will be entitled (but not obligated) to make such decision on behalf of the Owner. The Rental Pool Manager will not be responsible for any decisions so made or for the failure of the Rental Pool Manager to make any such decision provided that the Rental Pool Manager has acted in good faith.

10.4 **Privacy Consent.** In this section 10.4, "**Personal Information**" means information about an identifiable individual. The Rental Pool Manager, the Receiver and Hotel Operator and each of their respective agents, Affiliates and service providers may collect, use and/or disclose the Owner's Personal Information for the following purposes: (a) to consider whether the Rental Pool Manager, the Hotel Operator or any of their respective Affiliates should establish or continue a commercial relationship with the Owner, including without limitation, to provide ongoing products and services, administer the Owner's account, conduct credit checks, obtain and receive payments, administer loyalty programs in accordance with the terms thereof, and to fulfil contractual obligations; (b) to understand and respond to the Owner's needs and preferences, including to contact the Owner and to conduct surveys, contests and promotions; (c) to develop, enhance, market, sell, provide and inform the Owner of the Rental Pool Manager's and/or the Hotel Operator's products and services; (d) to market, sell, provide and inform the Owner of products and services of third parties, including the Rental Pool Manager's Affiliates, with whom the Rental Pool Manager and/or the Hotel Operator has a commercial relationship; (e) for the purposes of management and the operation by Intrawest Trading Company Inc. of its "Resort to Resort" program with which the Hotel will be a registered member; (f) to manage and develop the Rental Pool Manager's, the Hotel Operator's and their respective Affiliates' businesses and operations; (g) to monitor communications to ensure the consistency and quality of the products and services of the Rental Pool Manager, the Hotel Operator, their respective Affiliates and other third parties with whom the Rental Pool Manager and/or the Hotel Operator

has a commercial relationship; (h) to detect and protect the Rental Pool Manager, the Receiver, the Hotel Operator, their Affiliates and other third parties against error, negligence, breach of contract, theft, fraud and other illegal activity, and to audit compliance with the Rental Pool Manager's and the Hotel Operator's policies and contractual obligations; (i) to engage in business transactions, including the purchase, sale, lease, merger, amalgamation or any other type of acquisition, disposal, securitization or financing involving the Rental Pool Manager, the Hotel Operator, or any of their respective Affiliates; (j) as permitted by, and to comply with, any legal or regulatory requirements or provisions; and (k) for any other purpose to which the Owner consents.

10.5 **Relationship.** This Agreement is not a lease, partnership or joint venture agreement and nothing contained herein will constitute the parties landlord and tenant, partners or joint venturers.

10.6 **Notices.** Any payment, demand or notice in connection with this Agreement will be delivered, telecopied or sent by postage prepaid mail and addressed to the parties at their addresses first above written, or at such other address as either party may specify in writing to the other in the manner set forth in this section 10.6. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal if delivered or sent by telecopy, or on the sixth business day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices will be delivered or sent by telecopy rather (if available) than mailed.

10.7 **No Waiver.** No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10.8 **Applicable Laws.** This Agreement will be construed according to the laws in force in the Province of Ontario.

10.9 **Force Majeure.** If either the Resort Condominium or Unit is so damaged by fire, catastrophe, acts of God, civil commotion, war or other casualty as to render the Unit unfit for rental purposes, as determined by the Rental Pool Manager, then all Unit reservations that cannot be fulfilled due to the condition of the building or Unit may be cancelled, and the obligations of the parties hereunder shall be temporarily abated until the building and/or Unit is restored to a first-class, occupiable condition suitable for renting.

10.10 **Canadian Funds.** All amounts payable by either party to the other hereunder will be paid in Canadian funds.

10.11 **Trust Funds.** Wherever in this Agreement, the Rental Pool Manager is authorized or required to hold funds in trust for the Owner (including, without limitation, under sections 3.1 and 3.3), the Owner agrees that such funds may be held in trust by the Hotel Operator in accordance with the terms hereof. For such purpose, a trust account or accounts may be under the exclusive control of the Hotel Operator and for which the Hotel Operator or any one

or more of its directors, officers or employees as designated by it will have sole signing authority but otherwise subject to the requirements set forth in sections 3.1 and 3.3 (with the necessary and appropriate amendments).

10.12 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and will not be modified or amended except by an instrument in writing signed by each of the parties.

10.13 **Non Limiting.** The word “including”, when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non limiting language (such as “without limitation”) is used with reference thereto.

10.14 **Gender and Number.** Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

10.15 **Joint and Several.** If the Owner is more than one person, all of the covenants and liabilities of the Owner are joint and several.

10.16 **Enurement.** This Agreement will enure to the benefit of and be binding upon the heirs, executors, legal representatives, successors and permitted assigns of the parties.

10.17 **Execution by Telecopy.** This Agreement may be executed by the parties and transmitted by telecopy and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

10.18 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which counterparts shall be deemed an original. In proving this Agreement, it shall not be necessary to produce or account for more than one of the counterparts.

10.19 **Severability.** If any provision of this Agreement or any part hereof is found or determined to be invalid it will be severable and severed from this Agreement and the remainder of this Agreement will be construed as if such invalid provision or part had been deleted from this Agreement, except when such construction (i) would operate as an undue hardship on either party, or (ii) would constitute a substantial deviation from the general intent and purposes of the parties as reflected in this Agreement. In the event of either clause (i) or (ii) above, the parties shall, subject to section 9.1, use their best efforts to negotiate a mutually satisfactory amendment to this Agreement to circumvent such adverse construction. If no such amendment has been agreed upon within 60 days, the dispute shall be submitted to arbitration in accordance with the provisions of section 9.1.

10.20 **Status Certificates.** Each of the Owner and the Rental Pool Manager will, upon request, provide a certificate confirming that this Agreement is in full force and effect and that there are no defaults outstanding hereunder or, if applicable, detailing the defaults which are then subsisting.

10.21 **Third Party Beneficiary.** The parties confirm that the Hotel Operator, although not a party to this Agreement is nevertheless a third party beneficiary hereof. As such, the parties hereby confer on the Hotel Operator the benefit of the covenants of the Owner hereunder in favour of the Rental Pool Manager and the ability to enforce the rights and privileges of the Rental Pool Manager set forth herein against the Owner.

10.22 **Amendments.** This Agreement may not be amended unless the same amendments are simultaneously being made to all rental pool management agreements between the Rental Pool Manager and such other Owners of Resort Units, and any such amendment will be effective, and the Owner will be bound thereby, if approved by a seventy-five percent (75%) vote of the Owners who have a rental pool management agreement with the Rental Pool Manager, whether or not the Owner voted in favour of such amendment.

10.23 **Audit.** The Rental Pool Manager has the right to audit the Annual Operating Statement provided by the Hotel Operator pursuant to the terms of the Hotel Management Agreement. The Rental Pool Manager agrees to notify the Hotel Operator of its intention to conduct such an audit if, within fifteen (15) business days after the Rental Pool Manager advises the Owner of any adjustments required to be made to the Owner's Net Rental Revenue for such Fiscal Year pursuant to subsection 3.7(2), the Rental Pool Manager is requested to conduct such an audit by an audit request approved by a seventy-five percent (75%) vote of the Owners who have a rental pool management agreement with the Rental Pool Manager.

If any audit of the Annual Operating Statement by the Rental Pool Manager (or by a designate of the Rental Pool Manager chosen in the Rental Pool Manager's sole discretion) discloses an understatement of any amounts due to the Rental Pool Manager, the Rental Pool Manager shall advise the Owner of any further adjustments required to be made to the Owner's Net Rental Revenue for such Fiscal Year. If the adjustment is in favour of the Owner, the Rental Pool Manager shall make such payment to the Owner promptly after receiving the amounts found to be due from the Hotel Operator. If the adjustment is in favour of the Rental Pool Manager, the Rental Pool Manager shall deduct such amount from any future Owner's Net Rental Revenue payable in respect of the Unit.

The Owner shall not be entitled to see the results of the audit. Instead, the Rental Pool Manager agrees to provide a certification on the results of the audit, in form acceptable to both the Rental Pool Manager and the Hotel Operator, to the Board of the Resort Condominium.

10.24 **Limitation of Receiver's Liability.** Alvarez & Marsal Canada ULC is signing this Agreement in its capacity as receiver and manager of the Assets of RRDI and shall have no personal liability hereunder for any payment or for any other obligation. The Owner shall have no recourse in respect of this Agreement against any property or asset except for an unsecured claim against RRDI's existing and after-acquired assets, provided that, on and after the assignment by the Rental Pool Manager of its rights and interests pursuant to this Agreement to an assignee, RRDI shall have no further liability hereunder and the assignee shall be personally liable for all obligations of the Rental Pool Manager hereunder.

10.25 **Further Assurances.** Each party agrees to make such further assurances as may be reasonably required from time to time by any other party to more fully implement the true intent of this Agreement.

10.26 **Schedules.** The following schedules are attached to and form part of this Agreement:

- Schedule A - Unit Factors
- Schedule B - List of Unit FF&E
- Schedule C - Rental Pool Covenant
- Schedule D - Description of Housekeeping and Maintenance Services
- Schedule E - Summary of Costs
- Schedule F - Additional Development Lands
- Schedule G - Form of Rental Pool Statement

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

BY THE RENTAL POOL MANAGER:

THE ROSSEAU RESORT DEVELOPMENTS INC., by Alvarez & Marsal Canada ULC, solely in its capacity as receiver and manager of the Assets of THE ROSSEAU RESORT DEVELOPMENTS INC., and not in its personal capacity

By: _____

BY THE OWNER:

If a corporation:

By: _____

If an individual:

Witness

Print Name: _____

Witness

Print Name: _____

SCHEDULE A

UNIT FACTORS

(equal to Common Interests expressed in percentages)

Suite	Level	Unit	Unit Factor
100	1	27	0.2826%
101	1	1	0.5660%
102	1	26	0.5083%
103	1	2	0.3307%
104	1	25	0.2826%
105	1	3	0.3307%
106	1	24	0.2826%
107	1	4	0.3307%
108	1	23	0.2826%
109	1	5	0.5131%
110	1	22	0.4315%
111	1	6	0.5131%
112	1	21	0.4315%
113	1	7	0.3307%
114	1	20	0.2826%
115	1	8	0.3307%
116	1	19	0.2826%
117	1	9	0.3307%
118	1	18	0.2826%
119	1	10	0.3595%
120	1	17	0.2826%
121	1	11	0.5179%
123	1	12	0.5179%
125	1	13	0.5372%
127	1	14	0.5372%
129	1	15	0.3451%
131	1	16	0.3451%
200	2	50	0.2634%
201	2	1	0.5756%
202	2	49	0.5179%
203	2	2	0.3307%
204	2	48	0.2634%
205	2	3	0.3307%

Suite	Level	Unit	Unit Factor
206	2	47	0.2634%
207	2	4	0.3307%
208	2	46	0.2634%
209	2	5	0.5131%
210	2	45	0.4219%
211	2	6	0.5131%
212	2	44	0.4219%
213	2	7	0.3307%
214	2	43	0.2586%
215	2	8	0.3307%
216	2	42	0.2586%
217	2	9	0.3307%
218	2	41	0.2586%
219	2	10	0.3595%
220	2	40	0.2586%
221	2	11	0.5276%
223	2	12	0.5276%
224	2	39	0.4411%
225	2	13	0.5372%
226	2	38	0.2874%
227	2	14	0.5372%
228	2	37	0.2874%
229	2	15	0.3499%
230	2	36	0.2874%
231	2	16	0.3499%
233	2	17	0.9982%
235	2	18	0.3787%
236	2	35	0.2874%
237	2	19	0.3547%
238	2	34	0.2874%
239	2	20	0.3547%
240	2	33	0.4123%
241	2	21	0.3787%
243	2	22	0.9982%
245	2	23	0.3787%
246	2	32	0.4411%

Suite	Level	Unit	Unit Factor
247	2	24	0.3499%
248	2	31	0.4411%
249	2	25	0.5372%
250	2	30	0.2874%
251	2	26	0.3499%
252	2	29	0.5179%
253	2	27	0.5756%
254	2	28	0.2778%
300	3	51	0.2874%
301	3	1	0.5900%
302	3	50	0.5420%
303	3	2	0.3547%
304	3	49	0.2874%
305	3	3	0.3547%
306	3	48	0.2874%
307	3	4	0.3547%
308	3	47	0.2874%
309	3	5	0.5420%
310	3	46	0.4651%
311	3	6	0.5420%
312	3	45	0.4651%
313	3	7	0.3547%
314	3	44	0.2874%
315	3	8	0.3547%
316	3	43	0.2874%
317	3	9	0.3547%
318	3	42	0.2874%
319	3	10	0.3931%
320	3	41	0.2874%
321	3	11	0.5516%
323	3	12	0.5516%
324	3	40	0.4699%
325	3	13	0.5660%
326	3	39	0.2874%
327	3	14	0.5660%
328	3	38	0.2874%

Suite	Level	Unit	Unit Factor
329	3	15	0.3739%
330	3	37	0.2874%
331	3	16	0.3739%
333	3	17	1.0174%
334	3	36	0.2874%
335	3	18	0.4219%
336	3	35	0.3835%
337	3	19	0.5756%
338	3	34	0.2874%
339	3	20	0.5756%
340	3	33	0.4315%
341	3	21	0.4219%
343	3	22	1.0174%
345	3	23	0.4219%
346	3	32	0.4747%
347	3	24	0.3739%
348	3	31	0.4747%
349	3	25	0.5660%
350	3	30	0.2874%
351	3	26	0.3739%
352	3	29	0.5516%
353	3	27	0.6044%
354	3	28	0.2970%
400	4	50	0.3018%
401	4	1	0.5996%
402	4	49	0.5756%
403	4	2	0.3547%
404	4	48	0.3018%
405	4	3	0.3547%
406	4	47	0.3018%
407	4	4	0.3547%
408	4	46	0.3018%
409	4	5	0.5516%
410	4	45	0.4651%
411	4	6	0.5516%
412	4	44	0.4651%

Suite	Level	Unit	Unit Factor
413	4	7	0.3547%
414	4	43	0.3018%
415	4	8	0.3547%
416	4	42	0.3018%
417	4	9	0.3547%
418	4	41	0.3018%
419	4	10	0.3931%
420	4	40	0.3018%
421	4	11	1.1697%
424	4	39	0.4795%
425	4	12	0.5660%
426	4	38	0.3115%
427	4	13	0.5660%
428	4	37	0.3115%
429	4	14	0.3835%
430	4	36	0.3115%
431	4	15	0.3835%
433	4	16	1.0414%
434	4	35	0.3115%
435	4	17	0.4219%
436	4	34	0.3835%
437	4	18	0.5756%
438	4	33	0.3115%
439	4	19	0.5756%
440	4	32	0.4603%
441	4	20	0.4219%
443	4	21	1.0400%
445	4	22	0.4219%
446	4	31	0.4747%
447	4	23	0.3739%
448	4	30	0.4747%
449	4	24	0.5660%
450	4	29	0.3259%
451	4	25	0.3739%
452	4	28	0.5516%
453	4	26	0.6092%

Suite	Level	Unit	Unit Factor
454	4	27	0.3066%
HMU	1	28	0.0000%
			75.2770%

2-100	1	29	0.8957%
2-102	1	30	0.6608%
2-104	1	31	0.4020%
2-106	1	32	1.0429%
2-108	1	33	0.4020%
2-110	1	34	0.6608%
2-111	1	39	0.4403%
2-112	1	35	0.4020%
2-113	1	38	0.3157%
2-114	1	36	0.8957%
2-115	1	37	0.6464%
2-200	2	51	0.8765%
2-201	2	66	0.4691%
2-202	2	52	0.6416%
2-203	2	65	0.4691%
2-204	2	53	0.3828%
2-205	2	64	0.3205%
2-206	2	54	1.0251%
2-207	2	63	0.5074%
2-208	2	55	0.3828%
2-209	2	62	0.3157%
2-210	2	56	0.6416%
2-211	2	61	0.4691%
2-212	2	57	0.3828%
2-213	2	60	0.3253%
2-214	2	58	0.8765%
2-215	2	59	0.6464%
2-300	3	52	0.9436%
2-301	3	67	0.4787%
2-302	3	53	0.6848%
2-303	3	66	0.4787%
2-304	3	54	0.4068%

Suite	Level	Unit	Unit Factor
2-305	3	65	0.3301%
2-306	3	55	1.1100%
2-307	3	64	0.5266%
2-308	3	56	0.4068%
2-309	3	63	0.3301%
2-310	3	57	0.6848%
2-311	3	62	0.4787%
2-312	3	58	0.4068%
2-313	3	61	0.3444%
2-314	3	59	0.9436%
2-315	3	60	0.6702%
			24.7230%
			100.0000%

SCHEDULE B

Furniture, Fixtures and Equipment

Owner Responsibilities and Costs

The Owner and the Owners of other Resort Units participating in the Rental Pool are responsible for replacement of, but not limited to, the items of furniture, fixtures and equipment (including the standard housewares package) listed on the pages attached to this schedule, necessary to maintain the Unit in compliance with the Hotel Standards. Such costs will be paid from the Unit FF&E Reserve Fund to the extent funds therein are sufficient. The Owner shall not hold the Rental Pool Manager responsible for repair, restoration, and redecorating or other expenses arising as the result of the rental or use of the Unit including "normal wear and tear" and acknowledges that such expenditures are the Owner's responsibility. The Owner further recognizes that the rental occupancy will accelerate normal wear and tear.

The Owner acknowledges that the Hotel Operator will require a substantial renovation of the Hotel and the Resort Units participating in the Rental Pool as usage and wear dictate. Typically, soft goods renovation will occur approximately every 5 - 7 years with case goods being renovated every 10 - 12 years.

Note:

Listed items are typical as of the date of this Agreement and are subject to change from time to time.

SUMMARY (see attached Spreadsheets for details)					
Suite No	Config. For CIAB	Config. For FFE	Color	Building	Connecting Door
2-100	C	C7a with terrace	GREEN	Paignton	NO
2-102	C	C4 with terrace	YELLOW	Paignton	YES TO 104
2-104	B	B with terrace	YELLOW	Paignton	YES TO 102
2-106	D	D2	GREEN	Paignton	NO
2-108	B	B with terrace	GREEN	Paignton	NO
2-110	C	C4 with terrace	YELLOW	Paignton	YES TO 112
2-111	C	C4 with terrace	YELLOW	Paignton	NO
2-112	B	B with terrace	GREEN	Paignton	YES TO 110
2-113	B	B3	GREEN	Paignton	NO
2-114	C	C7a with terrace	GREEN	Paignton	NO
2-115	C	C8a with terrace	YELLOW	Paignton	NO
2-200	C	C7a with terrace	GREEN	Paignton	NO
2-201	C	C4 with terrace	YELLOW	Paignton	NO
2-202	C	C4 with terrace	GREEN	Paignton	YES TO 204
2-203	C	C4 with terrace	YELLOW	Paignton	YES TO 205
2-204	B	B	GREEN	Paignton	YES TO 202
2-205	B2	B2	YELLOW	Paignton	YES TO 203
2-206	D	D2	YELLOW	Paignton	NO
2-207	C	C6 with terrace	GREEN	Paignton	NO
2-208	B	B with terrace	GREEN	Paignton	NO
2-209	B2	B2	YELLOW	Paignton	YES TO 211
2-210	C	C4 with terrace	GREEN	Paignton	YES TO 212
2-211	C	C4 with terrace	YELLOW	Paignton	YES TO 209
2-212	B	B	GREEN	Paignton	YES TO 210
2-213	B	B3	GREEN	Paignton	NO
2-214	C	C7a with terrace	YELLOW	Paignton	NO
2-215	C	C8a with terrace	GREEN	Paignton	NO
2-300	C	C7a with terrace	YELLOW	Paignton	NO
2-301	C	C4 with terrace	YELLOW	Paignton	NO
2-302	C	C4 with terrace	YELLOW	Paignton	YES TO 304
2-303	C	C4 with terrace	GREEN	Paignton	YES TO 305
2-304	B	B	YELLOW	Paignton	YES TO 302
2-305	B2	B2	GREEN	Paignton	YES TO 303
2-306	D	D2	YELLOW	Paignton	NO
2-307	C	C6 with terrace	YELLOW	Paignton	NO
2-308	B	B with terrace	GREEN	Paignton	NO

SUMMARY (see attached Spreadsheets for details)					
Suite No	Config. For CIAB	Config. For FFE	Color	Building	Connecting Door
2-309	B2	B2	GREEN	Paignton	YES TO 311
2-310	C	C4 with terrace	GREEN	Paignton	YES TO 312
2-311	C	C4 with terrace	GREEN	Paignton	YES TO 309
2-312	B	B	GREEN	Paignton	YES TO 310
2-313	B	B3	GREEN	Paignton	NO
2-314	C	C7a with terrace	GREEN	Paignton	NO
2-315	C	C8a with terrace	YELLOW	Paignton	NO
100	B2	B2 with terrace	GREEN	Longview	YES TO 102
101	C	C5 with terrace	YELLOW	Longview	NO
102	C	C5 with terrace	GREEN	Longview	YES TO 101
103	B	B with terrace	GREEN	Longview	YES TO 105
104	B	B with terrace	GREEN	Longview	YES TO 106
105	B2	B2 with terrace	GREEN	Longview	YES TO 103
106	B2	B2 with terrace	GREEN	Longview	YES TO 104
107	B2	B2 with terrace	YELLOW	Longview	NO
108	B2	B2 with terrace	YELLOW	Longview	YES TO 110
109	C	C with terrace	YELLOW	Longview	YES TO 111
110	C	C with terrace	YELLOW	Longview	YES TO 108
111	C	C with terrace	YELLOW	Longview	YES TO 109
112	C	C with terrace	GREEN	Longview	YES TO 114
113	B2	B2 with terrace	GREEN	Longview	NO
114	B2	B2 with terrace	GREEN	Longview	YES TO 112
115	B2	B2 with terrace	YELLOW	Longview	YES TO 117
116	B2	B2 with terrace	GREEN	Longview	YES TO 118
117	B	B with terrace	YELLOW	Longview	YES TO 115
118	B	B with terrace	YELLOW	Longview	YES TO 118
119	B	B3 with terrace	GREEN	Longview	NO
120	B	B with terrace	GREEN	Longview	NO
121	C	C3 with terrace	GREEN	Longview	NO
123	C	C3 with terrace	YELLOW	Longview	NO
125	C	C with terrace	GREEN	Longview	NO
127	C	C with terrace	GREEN	Longview	YES TO 129
129	B2	B2 with terrace	GREEN	Longview	YES TO 127
131	B	B with terrace	YELLOW	Longview	NO
200	B2	B2 with terrace	GREEN	Longview	YES TO 202
201	C	C5 with terrace	YELLOW	Longview	NO

SUMMARY (see attached Spreadsheets for details)					
Suite No	Config. For CIAB	Config. For FFE	Color	Building	Connecting Door
202	C	C5 with terrace	GREEN	Longview	YES TO 200
203	B	B with terrace	GREEN	Longview	YES TO 205
204	B	B	YELLOW	Longview	YES TO 206
205	B2	B2 with terrace	GREEN	Longview	YES TO 203
206	B2	B2	YELLOW	Longview	YES TO 204
207	B2	B2 with terrace	GREEN	Longview	NO
208	B2	B2	YELLOW	Longview	YES TO 210
209	C	C with terrace	GREEN	Longview	YES TO 211
210	C	C with terrace	YELLOW	Longview	YES TO 208
211	C	C with terrace	GREEN	Longview	YES TO 209
212	C	C with terrace	GREEN	Longview	YES TO 214
213	B2	B2 with terrace	YELLOW	Longview	NO
214	B2	B2	YELLOW	Longview	YES TO 212
215	B2	B2 with terrace	YELLOW	Longview	YES TO 217
216	B2	B2	GREEN	Longview	YES TO 218
217	B	B with terrace	GREEN	Longview	YES TO 215
218	B	B	YELLOW	Longview	YES TO 216
219	B	B3 with terrace	YELLOW	Longview	NO
220	B	B	YELLOW	Longview	NO
221	C	C3 with terrace	GREEN	Longview	NO
223	C	C3 with terrace	YELLOW	Longview	NO
224	C	C with terrace	GREEN	Longview	YES TO 226
225	C	C with terrace	GREEN	Longview	NO
226	B2	B2 with terrace	YELLOW	Longview	YES TO 224
227	C	C with terrace	GREEN	Longview	YES TO 229
228	B2	B2 with terrace	GREEN	Longview	YES TO 230
229	B2	B2 with terrace	GREEN	Longview	YES TO 227
230	B	B with terrace	GREEN	Longview	YES TO 228
231	B	B with terrace	GREEN	Longview	NO
233	D	D		Longview	NO
235	B	B5 with terrace	YELLOW	Longview	YES TO 237
236	B	B with terrace	GREEN	Longview	YES TO 235
237	B	B with terrace	YELLOW	Longview	NO
238	B	B with terrace	GREEN	Longview	YES TO 240
239	B	B with terrace	YELLOW	Longview	YES TO 241
240	B	B7	GREEN	Longview	YES TO 238

SUMMARY (see attached Spreadsheets for details)					
Suite No	Config. For CIAB	Config. For FFE	Color	Building	Connecting Door
241	B	B3 with terrace	GREEN	Longview	YES TO 239
243	D	D		Longview	NO
245	B	B3 with terrace	YELLOW	Longview	NO
246	C	C with terrace	YELLOW	Longview	NO
247	B2	B2 with terrace	YELLOW	Longview	YES TO 249
248	C	C with terrace	GREEN	Longview	YES TO 250
249	C	C with terrace	YELLOW	Longview	YES TO 247
250	B2	B2 with terrace	YELLOW	Longview	YES TO 248
251	B	B with terrace	GREEN	Longview	NO
252	C	C5 with terrace	GREEN	Longview	YES TO 254
253	C	C5 with terrace	YELLOW	Longview	NO
254	B2	B2 with terrace	GREEN	Longview	YES TO 252
300	B2	B2 with terrace	GREEN	Longview	YES TO 302
301	C	C5 with terrace	YELLOW	Longview	NO
302	C	C5 with terrace	GREEN	Longview	YES TO 300
303	B	B with terrace	YELLOW	Longview	YES TO 305
304	B	B	GREEN	Longview	YES TO 306
305	B2	B2 with terrace	YELLOW	Longview	YES TO 303
306	B2	B2	GREEN	Longview	YES TO 304
307	B2	B2 with terrace	GREEN	Longview	NO
308	B2	B2	YELLOW	Longview	YES TO 310
309	C	C with terrace	YELLOW	Longview	YES TO 311
310	C	C with terrace	YELLOW	Longview	YES TO 308
311	C	C with terrace	YELLOW	Longview	YES TO 309
312	C	C with terrace	GREEN	Longview	YES TO 314
313	B2	B2 with terrace	YELLOW	Longview	NO
314	B2	B2	GREEN	Longview	YES TO 312
315	B2	B2 with terrace	GREEN	Longview	YES TO 317
316	B2	B2	YELLOW	Longview	YES TO 318
317	B	B with terrace	GREEN	Longview	YES TO 315
318	B	B	YELLOW	Longview	YES TO 316
319	B	B3 with terrace	YELLOW	Longview	NO
320	B	B	GREEN	Longview	NO
321	C	C3 with terrace	YELLOW	Longview	NO
323	C	C3 with terrace	GREEN	Longview	NO
324	C	C with terrace	GREEN	Longview	YES TO 326

SUMMARY (see attached Spreadsheets for details)					
Suite No	Config. For CIAB	Config. For FFE	Color	Building	Connecting Door
325	C	C with terrace	YELLOW	Longview	NO
326	B2	B2	GREEN	Longview	YES TO 324
327	C	C with terrace	YELLOW	Longview	YES TO 329
328	B2	B2	GREEN	Longview	YES TO 330
329	B	B with terrace	YELLOW	Longview	YES TO 327
330	B	B	GREEN	Longview	YES TO 328
331	B	B with terrace	YELLOW	Longview	NO
333	D	D		Longview	NO
334	B	B	YELLOW	Longview	NO
335	B	B5 with terrace	GREEN	Longview	NO
336	B	B4	YELLOW	Longview	NO
337	C	C4 with terrace	YELLOW	Longview	YES TO 339
338	B	B	GREEN	Longview	YES TO 340
339	C	C4 with terrace	GREEN	Longview	YES TO 337
340	B	B7	GREEN	Longview	YES TO 338
341	B	B3 with terrace	GREEN	Longview	NO
343	D	D		Longview	NO
345	B	B3 with terrace	YELLOW	Longview	NO
346	C	C with terrace	GREEN	Longview	NO
347	B2	B2 with terrace	GREEN	Longview	YES TO 349
348	C	C with terrace	YELLOW	Longview	YES TO 350
349	C	C with terrace	YELLOW	Longview	YES TO 347
350	B2	B2	YELLOW	Longview	YES TO 348
351	B	B with terrace	YELLOW	Longview	NO
352	C	C5 with terrace	GREEN	Longview	YES TO 354
353	C	C5 with terrace	YELLOW	Longview	YES TO 352
354	B2	B2	GREEN	Longview	NO
400	B	B with terrace	YELLOW	Longview	YES TO 402
401	C	C5 with terrace	GREEN	Longview	NO
402	C	C5 with terrace	YELLOW	Longview	YES TO 400
403	B	B	YELLOW	Longview	YES TO 405
404	B	B	GREEN	Longview	YES TO 406
405	B2	B2	YELLOW	Longview	YES TO 403
406	B2	B2	GREEN	Longview	NO
407	B2	B2	GREEN	Longview	YES TO 409
408	B2	B2	YELLOW	Longview	YES TO 410

SUMMARY (see attached Spreadsheets for details)					
Suite No	Config. For CIAB	Config. For FFE	Color	Building	Connecting Door
409	C	C2 with terrace	GREEN	Longview	YES TO 407
410	C	C	YELLOW	Longview	YES TO 408
411	C	C2 with terrace	GREEN	Longview	YES TO 413
412	C	C	YELLOW	Longview	YES TO 414
413	B2	B2	GREEN	Longview	YES TO 411/415
414	B2	B2	YELLOW	Longview	YES TO 412
415	B2	B2	GREEN	Longview	YES TO 413/417
416	B2	B2	YELLOW	Longview	YES TO 418
417	B	B	GREEN	Longview	YES TO 415
418	B	B	YELLOW	Longview	YES TO 416
419	B	B3	YELLOW	Longview	NO
420	B	B	GREEN	Longview	NO
421	A	A1		Longview	NO
424	C	C	GREEN	Longview	YES TO 426
425	C	C	YELLOW	Longview	NO
426	B2	B2	GREEN	Longview	YES TO 424
427	C	C	GREEN	Longview	YES TO 429
428	B2	B2	YELLOW	Longview	YES TO 430
429	B	B with terrace	GREEN	Longview	YES TO 427
430	B	B	YELLOW	Longview	YES TO 428
431	B	B	GREEN	Longview	NO
433	D	D		Longview	NO
434	B	B	YELLOW	Longview	NO
435	B	B5	YELLOW	Longview	NO
436	B	B4 with terrace	YELLOW	Longview	NO
437	C	C2 with terrace	GREEN	Longview	YES TO 439
438	B	B	GREEN	Longview	YES TO 440
439	C	C2 with terrace	GREEN	Longview	YES TO 437/441
440	B	B7	GREEN	Longview	YES TO 438
441	B	B3	YELLOW	Longview	NO
443	D	D		Longview	NO
445	B	B3	YELLOW	Longview	NO
446	C	C	GREEN	Longview	NO
447	B	B with terrace	YELLOW	Longview	YES TO 449
448	C	C	GREEN	Longview	YES TO 450
449	C	C	GREEN	Longview	YES TO 447

SUMMARY (see attached Spreadsheets for details)					
Suite No	Config. For CIAB	Config. For FFE	Color	Building	Connecting Door
450	B	B with terrace	GREEN	Longview	YES TO 448
451	B	B	GREEN	Longview	NO
452	C	C5 with terrace	YELLOW	Longview	YES TO 454
453	C	C5 with terrace	YELLOW	Longview	NO
454	B	B with terrace	YELLOW	Longview	YES TO 452

PAIGNTON HOUSE																
TYPE	B W/ TERRACE Green Scheme	B W/ TERRACE Yellow Scheme	B Green Scheme	B Yellow Scheme	B2 Green Scheme	B2 Yellow Scheme	B3 Green Scheme	C4 w/ TERRACE Green Scheme	C4 w/ TERRACE Yellow Scheme	C6 W/ TERRACE Green Scheme	C6 W/ TERRACE Yellow Scheme	C7A w/ TERRACE Green Scheme	C7A W/ TERRACE Green Scheme	C8A W/ TERRACE Green Scheme	C8A W/ TERRACE Green Scheme	D2 Mixed Scheme
QUANTITY OF ROOMS	4	1	3	1	2	2	3	5	8	1	1	4	2	1	2	3
CARPET - Yellow Scheme (yard)	0	33	0	33	0	35	0	0	35	0	32	0	65	0	74	0
CARPET - Green Scheme (yard)	33	0	33	0	35	0	36	35	0	32	0	65	0	74	0	67.5
AREA RUG ONE BED SUITES	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	2
RUG GRIPPER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INSTALLATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BATH/KITCHEN CEILING FIXTURE (T-13)	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	3
ENTRY CEILING FIXTURE (T-33) - 7" Drop	0	0	0	0	0	0	1	0	0	0	0	1	1	1	1	0
ENTRY CEILING FIXTURE (T-33) - 6-1/2" Drop	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0
BATH WALL SCONCE	1	1	1	1	1	1	1	2	2	2	2	3	3	3	3	4
BATH VWC	24	24	24	24	24	24	24	24	24	24	24	40	40	40	40	40
EVAC PLAQUE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
OVERDRAPE & VALANCE FABRIC LR - Yellow Scheme	0	11	0	11	0	11	0	0	11	0	11	0	0	0	0	20
OVERDRAPE & VALANCE FABRIC LR - Green Scheme	10	0	10	0	10	0	10	10	0	10	10	10	10	10	10	10
OVERDRAPE & VALANCE FABRIC BR - Yellow Scheme	0	0	0	0	0	0	0	18	18	0	18	18	18	18	18	18
OVERDRAPE & VALANCE FABRIC BR - Green Scheme	0	0	0	0	0	0	0	15	0	15	0	15	0	15	0	15
DOOR CASEMENT SHEER FABRIC	0	0	0	0	0	0	0	4	4	4	4	4	4	4	4	0
BLACKOUT FABRIC	15	15	15	15	15	15	15	30	30	30	30	45	45	45	45	60
CASEMENT FABRIC	15	15	15	15	15	15	15	30	30	30	30	45	45	45	45	60

PAIGNTON HOUSE																
TYPE	B w/ TERRACE Green Scheme	B w/ TERRACE Yellow Scheme	B Green Scheme	B Yellow Scheme	B2 Green Scheme	B2 Yellow Scheme	B3 Green Scheme	C4 w/ Terrace Green Scheme	C4 w/ Terrace Yellow Scheme	C6 w/ TERRACE Green Scheme	C6 w/ TERRACE Yellow Scheme	C7A w/ TERRACE Green Scheme	C7A w/ TERRACE Green Scheme	C8A w/ TERRACE Green Scheme	C8A w/ TERRACE Green Scheme	D2 Mixed Scheme
DRAPERY FAB/INSTALL (per set)	1	1	1	1	1	1	1	2	2	2	2	3	3	3	3	4
LOUNGE CHAIR LR "B" units - Yellow Scheme	0	1	0	1	0	2	0	0	0	0	0	1	1	1	1	0
LOUNGE CHAIR FABRIC LR - Yellow Scheme "B" units	0	3	0	3	0	6	0	0	0	0	0	3	3	3	0	0
LOUNGE CHAIR LR "B" units - Green Scheme	1	0	1	0	2	0	1	0	0	0	0	0	0	0	0	1
LOUNGE CHAIR FABRIC LR - Green Scheme "B" units	3	0	3	0	6	0	3	0	0	0	0	0	0	0	0	3
LOUNGE CHAIR LR "C" units - Yellow Scheme	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
LOUNGE CHAIR FABRIC LR - Yellow Scheme "C" units	0	0	0	0	0	0	0	4	4	0	4	0	0	0	0	0
LOUNGE CHAIR LR "C" units - Green Scheme	0	0	0	0	0	0	0	1	0	1	0	1	1	1	1	0
LOUNGE CHAIR FABRIC LR - Green Scheme "C" units	0	0	0	0	0	0	0	4	0	4	0	4	4	4	4	0
LOUNGE CHAIR BR - Yellow Scheme	0	0	0	0	0	0	0	1	1	0	1	0	0	0	0	1
LOUNGE CHAIR FABRIC BR - Yellow Scheme	0	0	0	0	0	0	0	8	8	0	8	0	0	0	0	8
LOUNGE CHAIR BR - Green Scheme	0	0	0	0	0	0	0	1	0	1	0	2	2	1	1	1
LOUNGE CHAIR FABRIC BR - Green Scheme	0	0	0	0	0	0	0	8	0	8	0	16	16	8	8	8
SOFABED - Yellow Scheme	0	1	0	1	0	0	0	1	1	0	1	2	2	2	2	1
SOFABED FABRIC - Yellow Scheme	0	16.5	0	16.5	0	0	0	16.5	0	16.5	0	33	33	33	33	16.5
SOFABED - Green Scheme	1	0	1	0	0	0	1	0	1	1	0	0	0	0	0	0

PAIGNTON HOUSE																
TYPE	B w/ TERRACE Green Scheme	B w/ TERRACE Yellow Scheme	B Green Scheme	B Yellow Scheme	B2 Green Scheme	B2 Yellow Scheme	B3 Green Scheme	C4 w/ TERRACE Green Scheme	C4 w/ TERRACE Yellow Scheme	C6 w/ TERRACE Green Scheme	C6 w/ TERRACE Yellow Scheme	C7A w/ TERRACE Green Scheme	C7A w/ TERRACE Green Scheme	C8A w/ TERRACE Green Scheme	C8A w/ TERRACE Green Scheme	D2 Mixed Scheme
SOFABED FABRIC - Green Scheme	16.5	0	16.5	0	0	0	16.5	16.5	0	16.5	0	0	0	0	0	0
THROW PILLOWS	2	2	2	2	0	0	2	2	2	2	2	4	4	4	4	2
THROW PILLOW FABRIC - Yellow Scheme	0	1.5	0	1.5	0	0	0	1.5	1.5	0	1.5	0	0	0	0	0
THROW PILLOW FABRIC - Green Scheme	1.5	0	1.5	0	0	0	1.5	1.5	0	1.5	0	3	3	3	3	1.5
DINING CHAIR - Yellow Scheme	0	3	0	3	0	3	0	0	4	0	4	0	0	0	0	0
DINING CHAIR FABRIC - Yellow Scheme	0	1.5	0	1.5	0	1.5	0	0	2	0	2	0	0	0	0	0
DINING CHAIR - Green Scheme	3	0	3	0	3	0	3	4	0	4	0	4	4	4	4	6
DINING CHAIR FABRIC - Green Scheme	1.5	0	1.5	0	1.5	0	1.5	2	0	2	0	2	2	2	2	3
BAR STOOL W/CUSHION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
BAR STOOL FABRIC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
HEADBOARD KING	1	1	1	1	0	0	1	1	1	1	1	1	1	1	1	1
HEADBOARD QUEEN	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	2
NIGHT TABLE "B" units	2	2	2	2	1	1	2	0	0	0	0	0	0	2	2	0
NIGHT TABLE - "C" units	0	0	0	0	0	0	0	2	2	2	2	2	2	0	0	3
ROUND END TABLE - BR	0	0	0	0	0	0	0	1	1	1	1	2	2	2	2	2
CABINET BR - 60" Wide	0	0	0	0	0	0	0	1	1	1	1	1	1	2	2	2
COFFEE TABLE	1	1	1	1	0	0	1	1	1	1	1	2	2	2	2	0
COFFEE TABLE - "D2" Suite	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
END TABLE ROUND	0	0	0	0	1	1	0	1	1	1	1	1	1	1	1	0
END TABLE RECTANGULAR "B" units	1	1	1	1	0	0	1	0	0	0	0	0	0	0	0	0
END TABLE RECTANGULAR "C" units	0	0	0	0	0	0	0	1	1	1	1	2	2	2	2	1
CABINET LV - 45" Wide	1	1	1	1	1	1	1	1	1	1	1	2	2	1	1	0
CABINET LV - 40" Wide	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
SIDEBOARD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1

PAIGNTON HOUSE																
TYPE	B w/ TERRACE Green Scheme	B w/ TERRACE Yellow Scheme	B Green Scheme	B Yellow Scheme	B2 Green Scheme	B2 Yellow Scheme	B3 Green Scheme	C4 w/ Terrace Yellow Scheme	C4 w/ Terrace Green Scheme	C6 w/ TERRACE Green Scheme	C6 w/ TERRACE Yellow Scheme	C7A w/ TERRACE Green Scheme	C7A w/ TERRACE Green Scheme	C8A w/ TERRACE Green Scheme	C8A w/ TERRACE Green Scheme	D2 Mixed Scheme
DINING TABLE - "B" Suites 42" round w/o connecting door (see attached for locations)	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	0
DINING TABLE FOR "B" UNITS - 33" X 46" long w/connecting door (see summary for locations)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
DINING TABLE - "C" Suites	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DINING TABLE - "D" Suites	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
DESK - C8A SUITES	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0
DESK CHAIR - C8A SUITES	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0
NIGHT TABLE LAMP	2	2	2	2	1	1	2	2	2	2	2	2	2	2	2	3
END TABLE LAMP - Yellow Scheme	0	1	0	1	0	1	1	0	2	0	2	2	2	2	2	1
END TABLE LAMP - Green Scheme	1	0	1	0	1	0	1	2	0	2	0	1	1	1	1	0
FLOOR LAMP BR	0	0	0	0	0	0	0	1	1	1	1	2	2	2	2	2
SIDEBORD LAMP	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
HEADBOARD READING LAMP	2	2	2	2	4	4	2	2	2	2	2	2	2	4	4	6
DUST RUFFLE FABRICATION KING	1	1	1	1	0	0	1	1	1	1	1	1	1	1	1	1
DUST RUFFLE FABRICATION QUEEN	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	2
DUST RUFFLE FABRIC - Yellow Scheme	0	10	0	10	0	20	0	10	0	0	10	0	0	10	10	20
DUST RUFFLE FABRIC - Green Scheme	10	0	10	0	20	0	10	0	10	10	0	10	10	10	10	10
BED PILLOW FABRIC	4	4	4	8	8	8	4	4	4	4	4	4	4	4	4	12
BED PILLOW TRIM	12	12	12	24	24	24	12	12	12	12	12	12	12	24	24	36
BED PILLOW FABRICATION	2	2	2	4	4	4	2	2	2	2	2	2	2	2	2	6
BED BOLSTER PILLOW FABRIC - Yellow Scheme	0	1.5	0	1.5	0	3	0	0	1.5	0	0	0	0	1.5	1.5	3

PAIGNTON HOUSE																
TYPE	B W/ TERRACE Green Scheme	B W/ TERRACE Yellow Scheme	B Green Scheme	B Yellow Scheme	B2 Green Scheme	B2 Yellow Scheme	B3 Green Scheme	C4 w/ Terrace Yellow Scheme	C4 w/ Terrace Green Scheme	C6 w/ TERRACE Green Scheme	C6 w/ TERRACE Yellow Scheme	C7A w/ TERRACE Green Scheme	C7A w/ TERRACE Green Scheme	C8A w/ TERRACE Green Scheme	C8A w/ TERRACE Green Scheme	D2 Mixed Scheme
BED BOLSTER PILLOW FABRIC - Green Scheme	1.5	0	1.5	0	3	0	1.5	1.5	0	1.5	0	1.5	1.5	1.5	1.5	1.5
BED BOLSTER PILLOW FABRICATION	1	1	1	1	2	2	1	1	1	1	1	1	1	1	1	3
BED THROW FABRIC	2	2	2	2	4	4	2	2	2	2	2	2	2	2	2	6
BED THROW FABRICATION KING	1	1	1	1	0	0	1	1	1	1	1	1	1	1	1	1
BED THROW FABRICATION QUEEN	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	2
ARTWORK - PRINTS for bedroom walls/dens ("A" "B" Images)	2	2	2	2	2	2	0	2	2	2	2	4	4	4	4	4
ARTWORK - PRINTS kitchen wall ("A" & "B" images)	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
ARTWORK PRINTS at Living Rooms ("C" Image)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
ARTWORK - DINING ("D" "E" "F" Images) applies only for suites without connecting door	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
ARTWORK - AT Entry ("G" Image)	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1
ARTWORK - AT Fire Place ("H" Image)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
ARTWORK BATH ("L" "M" Images)	2	2	2	2	2	2	2	2	2	2	2	3	3	3	3	4
MATTRESS / BOXSPRING KING	1	1	1	1	0	0	1	1	1	1	1	1	1	1	1	1
MATTRESS / BOXSPRING QUEEN	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	2
BED FRAME KING	1	1	1	1	0	0	1	1	1	1	1	1	1	1	1	1
BED FRAME QUEEN	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	2
37" FLATSCREEN	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	1
32" FLATSCREEN - BR TV	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	2
JACKPACK/CONNECTIVIT	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

PAIGNTON HOUSE																
TYPE	B w/ TERRACE Green Scheme	B w/ TERRACE Yellow Scheme	B Green Scheme	B Yellow Scheme	B2 Green Scheme	B2 Yellow Scheme	B3 Green Scheme	C4 w/ Terrace Green Scheme	C4 w/ Terrace Yellow Scheme	C6 w/ TERRACE Green Scheme	C6 w/ TERRACE Yellow Scheme	C7A w/ TERRACE Green Scheme	C7A w/ TERRACE Green Scheme	C8A w/ TERRACE Green Scheme	C8A w/ TERRACE Green Scheme	D2 Mixed Scheme
Y PANEL																
WASTEBASKET	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2
WASTEBASKET BATH	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2
TISSUE COVER	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2
MAKE UP MIRROR	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2
LUGGAGE RACK	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	4
SAFE (supply only)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
MICROWAVE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0
COOK TOP	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0
BAR FRIDGE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0
DISHWASHER	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1
FULL SIZE FRIDGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
FULL SIZE RANGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
FULL SIZE COOK TOP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
FULL SIZE OVEN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
CIAB - BACHELOR	1	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0
CIAB - ONE BEDROOM SUITES	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	0
CIAB - TWO BEDROOM SUITES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
CIAB - PRESIDENTIAL SUITE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

LONGVIEW PART 1																
TYPE	B W/ TERRACE yellow scheme	B w/ Terrace Green	B Yellow	B Green	B2 W/ TERRACE Yellow	B2 w/ TERRACE Green	B2 Yellow	B2 Green	B3 W/ TERRACE Yellow	B3 w/ Terrace Green	B3 Yellow	B4 W/ TERRACE Yellow	B4 Yellow	B5 W/ TERRACE Yellow	B5 w/ TERRACE Green	B5 Yellow
QUANTITY OF ROOMS	12	13	9	10	10	17	11	11	4	3	3	1	1	1	1	1
CARPET - YELLOW SCHEME (yard)	33	0	33	0	36	0	36	0	45	0	45	54	54	55	0	55
CARPET - GREEN SCHEME (yard)	0	33	0	33	0	36	0	36	0	45	0	0	0	0	30	0
UNDERPAD	33	33	33	33	36	36	36	36	45	45	45	54	54	55	30	55
INSTALLATION	33	33	33	33	36	36	36	36	45	45	45	54	54	55	30	55
AREA RUG ONE BED SUITES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AREA RUG ONE BED SUITES - C3 SUITES (8'X9'6")	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RUG GRIPPER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INSTALLATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BATHROOM/KITCHEN CEILING FIXTURE (T-13)	1	1	1	1	1	1	1	1	1	1	1	2	2	1	1	1
ENTRY FOYER CEILING FIXTURE (T-33)	0	0	0	0	0	0	0	0	1	1	1	0	0	1	1	1
ENTRY FOYER CEILING FIXTURE (T-33) - 6-1/2" drop	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0
BATH WALL SCONE	1	1	1	1	1	1	1	1	1	1	1	2	2	1	1	1
BATH VWC	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
EVAC PLAQUE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
OVERDRAPE LR - YELLOW SCHEME	11	0	11	0	11	0	11	0	11	0	11	11	11	11	0	11
OVERDRAPE FABRIC LR - GREEN SCHEME	0	10	0	10	0	10	0	10	0	10	0	0	0	0	10	0
OVERDRAPE FABRIC BR - YELLOW SCHEME	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OVERDRAPE FABRIC BR - GREEN SCHEME	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ROMAN SHADE FABRIC "C5" SUITES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DOOR CASEMENT SHEER FABRIC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

LONGVIEW PART 1																
TYPE	B W/ TERRACE yellow scheme	B w/ Terrace Green	B Yellow	B Green	B2 W/ TERRACE Yellow	B2 w/ TERRACE Green	B2 Yellow	B2 Green	B3 W/ TERRACE Yellow	B3 w/ Terrace Green	B3 Yellow	B4 W/ TERRACE Yellow	B4 Yellow	B5 W/ TERRACE Yellow	B5 w/ TERRACE Green	B5 Yellow
BLACKOUT FABRIC	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
CASEMENT FABRIC	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
DRAPERY FAB/INSTALL -	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
DRAPERY FAB/INSTALL DOOR BLIND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LOUNGE CHAIR LR "B" unit - Yellow Scheme	1	0	1	0	2	0	2	0	1	0	1	1	1	1	0	1
LOUNGE CHAIR FABRIC LR - YELLOW SCHEME "B" unit	3	0	3	0	6	0	6	0	3	0	3	3	3	0	0	3
LOUNGE CHAIR LR "B" unit - Green Scheme	0	1	0	1	0	2	0	2	0	1	0	0	0	0	1	0
LOUNGE CHAIR FABRIC LR - GREEN SCHEME "B" unit	0	3	0	3	0	6	0	6	0	3	0	0	0	0	3	0
LOUNGE CHAIR LR "C" unit - Yellow Scheme	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LOUNGE CHAIR FABRIC LR - YELLOW SCHEME "C" unit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LOUNGE CHAIR LR "C" unit - Green Scheme	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LOUNGE CHAIR FABRIC LR - GREEN SCHEME "C" unit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LOUNGE CHAIR FABRIC LR - "A" & "D" Suits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LOUNGE CHAIR LR "A" Units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LOUNGE CHAIR BR Yellow Scheme	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LOUNGE CHAIR FABRIC BR - YELLOW SCHEME	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LOUNGE CHAIR BR Green Scheme	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LOUNGE CHAIR FABRIC BR - GREEN SCHEME	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SOFA BED - Yellow Scheme	1	0	1	0	0	0	0	0	1	0	1	1	1	1	0	1
SOFA BED FABRIC - YELLOW SCHEME	16.5	0	16.5	0	0	0	0	0	16.5	0	16.5	16.5	16.5	16.5	0	16.5

LONGVIEW PART 1																
TYPE	B W/ TERRACE yellow scheme	B w/ Terrace Green	B Yellow	B Green	B2 W/ TERRACE Yellow	B2 w/ TERRACE Green	B2 Yellow	B2 Green	B3 W/ TERRACE Yellow	B3 w/ Terrace Green	B3 Yellow	B4 W/ TERRACE Yellow	B4 Yellow	B5 W/ TERRACE Yellow	B5 w/ TERRACE Green	B5 Yellow
SOFABED - Green Scheme	0	1	0	1	0	0	0	0	0	1	0	0	0	0	1	0
SOFABED FABRIC - GREEN SCHEME	0	16.5	0	16.5	0	0	0	0	0	16.5	0	0	0	0	16.5	0
THROW PILLOWS	4	4	4	4	0	0	0	0	4	4	4	4	4	4	4	4
THROW PILLOW FABRIC - GREEN SCHEME	0	1.5	0	1.5	0	0	0	0	0	1.5	0	0	0	0	1.5	0
THROW PILLOW FABRIC - YELLOW SCHEME	1.5	0	1.5	0	0	0	0	0	1.5	0	1.5	1.5	1.5	1.5	0	1.5
DINING CHAIR - Yellow Scheme	3	0	3	0	3	0	3	0	3	0	3	4	4	3	0	3
DINING CHAIR FABRIC - YELLOW SCHEME	1.5	0	1.5	0	1.5	0	1.5	0	1.5	0	1.5	2	2	1.5	0	1.5
DINING CHAIR - Green Scheme	0	3	0	3	0	3	0	3	0	3	0	0	0	0	3	0
DINING CHAIR FABRIC - GREEN SCHEME	0	1.5	0	1.5	0	1.5	0	1.5	0	1.5	0	0	0	0	1.5	0
BAR STOOL W/CUSHION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BAR STOOL FABRIC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HEADBOARD KING	1	1	1	1	0	0	0	0	1	1	1	1	1	1	1	1
HEADBOARD QUEEN	0	0	0	0	2	2	2	2	0	0	0	0	0	0	0	0
NIGHT TABLE - "B" units	2	2	2	2	1	1	1	1	2	2	2	2	2	2	2	2
NIGHT TABLE - "C" units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NIGHT TABLE - "CS" units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OCCASIONAL TABLE BR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CABINET BR - 60" wide	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CABINET LV - 60" WIDE "A" & "D" Suites	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COFFEE TABLE	1	1	1	1	0	0	0	0	1	1	1	1	1	1	1	1
COFFEE TABLE "A" AND "D" SUITES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
END TABLE ROUND	0	0	0	0	1	1	1	1	0	0	0	0	0	0	0	0

LONGVIEW PART 1																
TYPE	B W/ TERRACE yellow scheme	B w/ Terrace Green	B Yellow	B Green	B2 W/ TERRACE Yellow	B2 w/ TERRACE Green	B2 Yellow	B2 Green	B3 W/ TERRACE Yellow	B3 w/ Terrace Green	B3 Yellow	B4 W/ TERRACE Yellow	B4 Yellow	B5 W/ TERRACE Yellow	B5 w/ TERRACE Green	B5 Yellow
END TABLE Square "B" units	1	1	1	1	0	0	0	0	1	1	1	0	0	1	1	1
END TABLE RECTANGULAR "C" units	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0
CABINET LV - 45" wide	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
CABINET BR - 42" wide C3 Suites	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ENTRY CONSOLE TABLE - C5 FOYER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONSOLE TABLE - B7 DRESSING AREA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DINING ROOM SIDE BOARD "A" AND "D" SUITES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DINING TABLE FOR "B" UNITS - 42" round w/o connecting door (see attached for locations)																
DINING TABLE FOR "B" UNITS - 33" X 46" long w/connecting door (see summary for locations)																
DINING TABLE FOR "C" UNITS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DINING TABLE FOR "D" UNITS - 36" W x 60" L oval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DINING TABLE FOR "A" UNITS - 36" W x 84" L	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SOFA BACK TABLE - "D" UNIT	2	2	2	2	1	1	1	1	2	2	2	2	2	2	2	2
NIGHT TABLE LAMP	1	0	1	0	1	0	1	0	1	0	1	1	1	1	0	1
END TABLE LAMP - Yellow Scheme	0	1	0	1	0	1	0	1	0	1	0	0	0	0	1	0
END TABLE LAMP - Green Scheme	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FLOOR LAMP BR	2	2	2	2	4	4	4	4	2	2	2	2	2	2	2	2
HEADBOARD READING LAMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONSOLE LAMP - B7 DRESSING AREA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

LONGVIEW PART 1																
TYPE	B W/ TERRACE yellow scheme	B w/ Terrace Green	B Yellow	B Green	B2 W/ TERRACE Yellow	B2 w/ TERRACE Green	B2 Yellow	B2 Green	B3 W/ TERRACE Yellow	B3 w/ Terrace Green	B3 Yellow	B4 W/ TERRACE Yellow	B4 Yellow	B5 W/ TERRACE Yellow	B5 w/ TERRACE Green	B5 Yellow
DUST RUFFLE FABRICATION KING	1	1	1	0	0	0	0	0	1	1	1	1	1	1	1	1
DUST RUFFLE FABRICATION QUEEN	0	0	0	0	2	2	2	2	0	0	0	0	0	0	0	0
DUST RUFFLE FABRIC - YELLOW SCHEME	10	0	10	0	20	0	20	0	10	0	10	10	10	10	0	10
DUST RUFFLE FABRIC - GREEN SCHEME	0	10	0	10	0	20	0	20	0	10	0	0	0	0	10	0
BED PILLOW FABRIC	4	4	4	4	8	8	8	8	4	4	4	4	4	4	4	4
BED PILLOW TRIM	12	12	12	12	24	24	24	24	12	12	12	12	12	12	12	12
BED PILLOW FABRICATION	2	2	2	2	4	4	4	4	2	2	2	2	2	2	2	2
BED BOLSTER PILLOW FABRIC - YELLOW SCHEME	1.5	0	1.5	0	3	0	3	0	1.5	0	1.5	1.5	1.5	1.5	0	1.5
BED BOLSTER PILLOW FABRIC - GREEN SCHEME	0	1.5	0	1.5	0	3	0	3	0	1.5	0	0	0	0	1.5	0
BED BOLSTER PILLOW FABRICATION	1	1	1	1	2	2	2	2	1	1	1	1	1	1	1	1
BED THROW FABRIC	2	2	2	2	4	4	4	4	2	2	2	2	2	2	2	2
BED THROW FABRICATION KING	1	1	1	1	0	0	0	0	1	1	1	1	1	1	1	1
BED THROW FABRICATION QUEEN	0	0	0	0	2	2	2	2	0	0	0	0	0	0	0	0
ARTWORK - PRINTS bedroom walls ("A" & "B" images)	2	2	2	2	2	2	2	2	0	0	0	0	0	0	0	0
ARTWORK - PRINTS kitchen wall ("A" & "B" images)	0	0	0	0	0	0	0	0	2	2	2	2	2	2	2	2
ARTWORK - PRINTS at Living Rooms ("C" image)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
ARTWORK - FIREPLACE ("H" image) for B7 units over dressing room console	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
ARTWORK - DINING ("D" & "E" - "F" images) applies only for suites without connecting door	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
ARTWORK - ENTRY ("G" image)	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1

LONGVIEW PART 1																
TYPE	B W/ TERRACE yellow scheme	B w/ Terrace Green	B Yellow	B Green	B2 W/ TERRACE Yellow	B2 w/ TERRACE Green	B2 Yellow	B2 Green	B3 W/ TERRACE Yellow	B3 w/ Terrace Green	B3 Yellow	B4 W/ TERRACE Yellow	B4 Yellow	B5 W/ TERRACE Yellow	B5 w/ TERRACE Green	B5 Yellow
ARTWORK - ELECTRICAL PANEL/ENTRY "C5" Suites	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ARTWORK BATH ("L" "M" Images)	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
MATTRESS/BOXSPRING KING	1	1	1	1	0	0	0	0	1	1	1	1	1	1	1	1
MATTRESS/BOXSPRING QUEEN	0	0	0	0	2	2	2	2	0	0	0	0	0	0	0	0
BED FRAME KING	1	1	1	1	0	0	0	0	1	1	1	1	1	1	1	1
BED FRAME QUEEN	0	0	0	0	2	2	2	2	0	0	0	0	0	0	0	0
37" FLATSCREEN	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
32" FLATSCREEN - BR TV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jack Pack/Connectivity	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
WASTEBASKET	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
WASTEBASKET BATH	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
TISSUE COVER	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
MAKE UP MIRROR	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
LUGGAGE RACK	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
SAFE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
MICROWAVE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
COOK TOP	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
BAR FRIDGE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
DISHWASHER	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0
FULL SIZE FRIDGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FULL SIZE RANGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FULL SIZE COOK TOP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FULL SIZE OVEN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CIAB - BACHELOR	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

LONGVIEW PART 1																
TYPE	B W/ TERRACE yellow scheme	B w/ Terrace Green	B Yellow	B Green	B2 W/ TERRACE Yellow	B2 w/ TERRACE Green	B2 Yellow	B2 Green	B3 W/ TERRACE Yellow	B3 w/ Terrace Green	B3 Yellow	B4 W/ TERRACE Yellow	B4 Yellow	B5 W/ TERRACE Yellow	B5 w/ TERRACE Green	B5 Yellow
CIAB - ONE BEDROOM SUITES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CIAB - TWO BEDROOM SUITES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CIAB - PRESIDENTIAL SUITE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

LONGVIEW PART 2															
TYPE	B7 Green	C W/ TERRACE Yellow	C W/ TERRACE Green	C Yellow	C Green	C2 W/ TERRACE Green	C3 W/ TERRACE Yellow	C3 W/ TERRACE Green	C4 W/ TERRACE Yellow	C4 W/ TERRACE Green	C5 W/ TERRACE Yellow	C5 W/ TERRACE Green	D	D AT 4TH FLOOR	A1 PRESIDENT SUITE
QUANTITY OF ROOMS	3	13	13	3	5	4	3	3	1	1	8	6	4	2	1
CARPET - YELLOW SCHEME (yard)	0	33	0	33	0	0	35	0	60	0	30	0	28	28	36
CARPET - GREEN SCHEME (yard)	55	0	33	0	33	32	0	35	0	60	0	30	35	35	36
UNDERPAD	55	33	33	33	33	32	35	35	60	60	30	30	63	63	72
INSTALLATION	55	33	33	33	33	32	35	35	60	60	30	30	63	63	72
AREA RUG ONE BED SUITES	0	1	1	1	1	1	0	0	1	1	1	1	2	2	2
AREA RUG ONE BED SUITES - C3 SUITES (8'X9'6")	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0
RUG GRIPPER	0	12	12	12	12	12	12	12	12	12	12	12	24	24	24
INSTALLATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BATHROOM/KITCHEN CEILING FIXTURE (T-13)	2	2	2	2	2	2	2	2	2	2	2	2	3	3	3
ENTRY FOYER CEILING FIXTURE (T-33)	0	0	0	0	0	0	0	0	0	0	1	1	1	1	2
ENTRY FOYER CEILING FIXTURE (T-33) - 6-1/2" drop	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BATH WALL SCONCE	1	2	2	2	2	2	2	2	2	2	2	2	4	4	5
BATH VWC	24	24	24	24	24	24	24	24	24	24	24	24	40	40	40
EVAC PLAQUE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
OVERDRAPE LR - YELLOW SCHEME	0	11		11	0	0	11	0	11	0	22	0	50	50	0
OVERDRAPE FABRIC LR - GREEN SCHEME	10	0	10	0	10	10	0	10	0	10	0	20	0	0	62
OVERDRAPE FABRIC BR - YELLOW SCHEME	0	18	0	18	0	0	18	0	18	0	36	0	18	18	18
OVERDRAPE FABRIC BR - GREEN SCHEME	0	0	15	0	15	15	0	15	0	15	0	15	15	15	15
ROMAN SHADE FABRIC "C5" SUITES	0	0	0	0	0	0	0	0	0	0	7	7	0	0	0
DOOR CASEMENT SHEER FABRIC	0	4	4	4	4	4	4	4	4	4	4	4	0	0	0
BLACKOUT FABRIC	16	32	32	32	32	32	32	32	32	32	64	64	80	80	96

LONGVIEW PART 2															
TYPE	B7 Green	C W/ TERRACE Yellow	C W/ TERRACE Green	C Yellow	C Green	C2 W/ TERRACE Green	C3 W/ TERRACE Yellow	C3 W/ TERRACE Green	C4 W/ TERRACE Yellow	C4 W/ TERRACE Green	C5 W/ TERRACE Yellow	C5 W/ TERRACE Green	D	DAT 4TH FLOOR	A1 PRESIDENT SUITE
CASEMENT FABRIC	16	32	32	32	32	32	32	32	32	32	64	64	80	80	96
DRAPERY FAB/INSTALL -	1	2	2	2	2	2	2	2	2	2	4	1	5	5	6
DRAPERY FAB/INSTALL DOOR BLIND	0	1	1	1	1	1	1	1	1	1	1	1	0	0	0
LOUNGE CHAIR LR "B" unit - Yellow Scheme	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LOUNGE CHAIR FABRIC LR - YELLOW SCHEME "B" unit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LOUNGE CHAIR LR "B" unit - Green Scheme	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LOUNGE CHAIR FABRIC LR - GREEN SCHEME "B" unit	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LOUNGE CHAIR LR "C" unit - Yellow Scheme	0	1	0	1	0	0	1	0	1	0	1	0	0	0	0
LOUNGE CHAIR FABRIC LR - YELLOW SCHEME "C" unit	0	4	0	4	0	0	4	0	4	0	4	0	0	0	0
LOUNGE CHAIR LR "C" unit - Green Scheme	0	0	1	0	1	1	0	1	0	1	0	1	2	2	1
LOUNGE CHAIR FABRIC LR - GREEN SCHEME "C" unit	0	0	4	0	4	4	0	4	0	4	0	4	8	8	4
LOUNGE CHAIR FABRIC LR - "A" & "D" Suits	0	0	0	0	0	0	0	0	0	0	0	0	8	8	4
LOUNGE CHAIR LR "A" Units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
LOUNGE CHAIR BR Yellow Scheme	0	1	0	1	0	0	1	0	1	0	1	0	1	1	1
LOUNGE CHAIR FABRIC BR - YELLOW SCHEME	0	8	0	8	0	0	8	0	8	0	8	0	8	8	8
LOUNGE CHAIR BR Green Scheme	0	0	1	0	1	1	0	1	0	1	0	1	1	1	1
LOUNGE CHAIR FABRIC BR - GREEN SCHEME	0	0	8	0	8	8	0	8	0	8	0	8	8	8	8
SOFABED - Yellow Scheme	0	1	0	1	0	0	1	0	1	0	1	0	1	1	1
SOFABED FABRIC - YELLOW SCHEME	0	16.5	0	16.5	0	0	16.5	0	16.5	0	16.5	0	16.5	16.5	16.5
SOFABED - Green Scheme	1	0	1	0	1	1	0	1	0	1	0	1	0	0	0
SOFABED FABRIC - GREEN	16.5	0	16.5	0	16.5	16.5	0	16.5	0	16.5	0	16.5	0	0	6

LONGVIEW PART 2															
SCHEME	B7 Green	C W/ TERRACE Yellow	C W/ TERRACE Green	C Yellow	C Green	C2 W/ TERRACE Green	C3 W/ TERRACE Yellow	C3 W/ TERRACE Green	C4 W/ TERRACE Yellow	C4 W/ TERRACE Green	C5 W/ TERRACE Yellow	C5 W/ TERRACE Green	D	DAT 4TH FLOOR	A1 PRESIDENT SUITE
THROW PILLOWS	4	4	4	4	4	4	2	2	4	4	4	4	2	2	2
THROW PILLOW FABRIC - GREEN SCHEME	1.5	0	1.5	0	1.5	1.5	0	1.5	0	1.5	0	1.5	1.5	1.5	1.5
THROW PILLOW FABRIC - YELLOW SCHEME	0	1.5	0	1.5	0	0	1.5	0	1.5	0	1.5	0	0	0	0
DINING CHAIR - Yellow Scheme	0	4	0	4	0	0	4	0	4	0	4	0	0	0	0
DINING CHAIR FABRIC - YELLOW SCHEME	0	2	0	2	0	0	2	0	2	0	2	0	0	0	0
DINING CHAIR - Green Scheme	3	0	4	0	4	4	0	4	0	4	0	4	6	6	8
DINING CHAIR FABRIC - GREEN SCHEME	1.5	0	2	0	2	2	0	2	0	2	0	2	3	3	4
BAR STOOL W/CUSHION	0	0	0	0	0	0	0	0	0	0	0	0	3	3	3
BAR STOOL FABRIC	0	0	0	0	0	0	0	0	0	0	0	0	3	3	3
HEADBOARD KING	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
HEADBOARD QUEEN	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2
NIGHT TABLE - "B" units	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NIGHT TABLE - "C" units	0	2	2	2	2	2	2	2	2	2	0	0	3	3	3
NIGHT TABLE - "C3" units	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0
OCCASIONAL TABLE BR	0	1	1	1	1	1	1	1	1	1	1	1	2	2	3
CABINET BR - 60" wide	0	1	1	1	1	1	1	1	1	1	0	0	1	1	2
CABINET LV - 60" WIDE "A" & "D" Suites	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
COFFEE TABLE	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0
COFFEE TABLE "A" AND "D" SUITES	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
END TABLE ROUND	0	1	1	1	1	1	0	0	1	1	1	1	1	1	1
END TABLE Square "B" units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
END TABLE RECTANGULAR "C" units	1	1	1	1	1	1	1	1	1	1	1	1	0	0	1

LONGVIEW PART 2															
TYPE	B7 Green	C W/ TERRACE Yellow	C W/ TERRACE Green	C Yellow	C Green	C2 W/ TERRACE Green	C3 W/ TERRACE Yellow	C3W/ TERRACE Green	C4 W/ TERRACE Yellow	C4 W/ TERRACE Green	C5 W/ TERRACE Yellow	C5 W/ TERRACE Green	D	DAT 4TH FLOOR	A1 PRESIDENT SUITE
CABINET LV - 45" wide	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0
CABINET BR - 42" wide C5 Suites	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0
ENTRY CONSOLE TABLE - C5 FOYER	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0
CONSOLE TABLE - B7 DRESSING AREA	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DINING ROOM SIDE BOARD "A" AND "D" SUITES	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
DINING TABLE FOR "C" UNITS	0	1	1	1	1	1	1	1	1	1	1	1	0	0	0
DINING TABLE FOR "D" UNITS - 36" W x 60" L oval	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0
DINING TABLE FOR "A" UNITS - 36" W x 84" L	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
SOFA BACK TABLE - "D" UNIT	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0
NIGHT TABLE LAMP	2	2	2	2	2	2	2	2	2	2	2	2	3	3	3
END TABLE LAMP - Yellow Scheme	0	2	0	2	0	0	1	0	2	0	2	0	1	1	2
END TABLE LAMP - Green Scheme	1	0	2	0	2	2	0	1	0	2	0	2	0	0	0
FLOOR LAMP BR	0	1	1	1	1	1	2	2	1	1	1	1	3	3	2
HEADBOARD READING LAMP	2	2	2	2	2	2	2	2	2	2	2	2	6	6	6
CONSOLE LAMP - B7 DRESSING AREA	1	0	0	0	0	0	0	0	0	0	0	0	1	1	1
DUST RUFFLE FABRICATION KING	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
DUST RUFFLE FABRICATION QUEEN	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2
DUST RUFFLE FABRIC - YELLOW SCHEME	0	10	0	0	0	0	10	0	10	0	10	0	20	20	20
DUST RUFFLE FABRIC - GREEN SCHEME	10	0	10	0	10	10	0	10	0	10	0	10	10	10	10
BED PILLOW FABRIC	4	4	4	4	4	4	4	4	4	4	4	4	12	12	12
BED PILLOW TRIM	12	12	12	12	12	12	12	12	12	12	12	12	36	36	36
BED PILLOW FABRICATION	2	2	2	2	2	2	2	2	2	2	2	2	6	6	6

LONGVIEW PART 2															
TYPE	B7 Green	C W/ TERRACE Yellow	C W/ TERRACE Green	C Yellow	C Green	C2 W/ TERRACE Green	C3 W/ TERRACE Yellow	C3 W/ TERRACE Green	C4 W/ TERRACE Yellow	C4 W/ TERRACE Green	C5 W/ TERRACE Yellow	C5 W/ TERRACE Green	D	DAT 4TH FLOOR	A1 PRESIDENT SUITE
BED BOLSTER PILLOW FABRIC - YELLOW SCHEME	0	1.5	0	1.5	0	0	1.5	0	1.5	0	1.5	0	3	3	3
BED BOLSTER PILLOW FABRIC - GREEN SCHEME	1.5	0	1.5	0	1.5	1.5	\$0.00	1.5	0	1.5	0	1.5	1.5	1.5	1.5
BED BOLSTER PILLOW FABRICATION	1	1	1	1	1	1	1	1	1	1	1	1	3	3	3
BED THROW FABRIC	2	2	2	2	2	2	2	2	2	2	2	2	6	6	6
BED THROW FABRICATION KING	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
BED THROW FABRICATION QUEEN	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2
ARTWORK - PRINTS bedroom walls ("A" "B" images)	0	2	2	2	2	2	2	2	2	2	2	2	4	4	4
ARTWORK - PRINTS kitchen wall ("A" & "B" images)	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ARTWORK PRINTS at Living Rooms ("C" image)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
ARTWORK - FIREPLACE ("H" image) for B7 units over dressing room console	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0
ARTWORK - DINING ("D" "E" "F" images) applies only for suites without connecting door	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
ARTWORK - ENTRY ("G" image)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0
ARTWORK - ELECTRICAL PANEL/ENTRY "C5" Suites	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0
ARTWORK BATH ("L" "M" images)	2	2	2	2	2	2	2	2	2	2	2	2	4	4	4
MATTRESS /BOXSPRING KING	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
MATTRESS /BOXSPRING QUEEN	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2
BED FRAME KING	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
BED FRAME QUEEN	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2
37" FLATSCREEN	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
32" FLATSCREEN - BR TV	0	1	1	1	1	1	1	1	1	1	1	1	2	2	2

LONGVIEW PART 2															
TYPE	B7 Green	C/W/ TERRACE Yellow	C/W/ TERRACE Green	C Yellow	C Green	C2 W/ TERRACE Green	C3 W/ TERRACE Yellow	C3W/ TERRACE Green	C4 W/ TERRACE Yellow	C4 W/ TERRACE Green	C5 W/ TERRACE Yellow	C5 W/ TERRACE Green	D	D AT 4TH FLOOR	A1 PRESIDENT SUITE
Jack Pack/Connectivity	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
WASTEBASKET	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2
WASTEBASKET BATH	1	1	1	1	1	1	1	1	1	1	1	1	2	2	3
TISSUE COVER	1	1	1	1	1	1	1	1	1	1	1	1	2	2	3
MAKE UP MIRROR	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2
LUGGAGE RACK	1	2	2	2	2	2	2	2	2	2	2	2	4	4	4
SAFE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
MICROWAVE	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0
COOK TOP	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0
BAR FRIDGE	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0
DISHWASHER	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FULL SIZE FRIDGE	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
FULL SIZE RANGE	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
FULL SIZE COOK TOP	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
FULL SIZE OVEN	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
CIAB - BACHELOR	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CIAB - ONE BEDROOM SUITES	0	1	1	1	1	1	1	1	1	1	1	1	0	0	0
CIAB - TWO BEDROOM SUITES	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0
CIAB - PRESIDENTIAL SUITE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1

**JW Marriott Rosseau
Guestroom Housewares
UPDATED 04-10-2008**

Item	A&D	B	B2	C	EXTRAS	
	10	76	51	84	221	
BAKING SHEET	1	0	0	0	1	
BAKING DISH	1	0	0	0	1	
BLENDER	1	0	0	1	5	
BOTTLE OPENER	1	1	1	1	12	
BOWL - SOUPD/SALAD	6	4	4	4	45	
CASSEROLE	1	0	0	1	5	
CAN OPENER	1	1	1	1	12	
COLANDER	1	1	1	1	12	
CUTLERY ORGANIZER- EXPANDABLE	1	1	1	1	12	
CUTTING BOARD	1	1	1	1	12	
COASTER S/4	0	0	0	0	0	
COFFEE MUG	6	4	4	4	45	
COOKING FORK	1	1	1	1	12	
CORKSCREW	1	1	1	1	12	
DISH BRUSH	1	1	1	1	12	
DISH CLOTH	3	3	3	3	33	
DISH RACK	1	0	0	1	5	
DISH DRAINER TRAY	1	0	0	1	5	
DISH TOWEL	3	3	3	3	33	
FORK - DINNER	6	4	4	4	45	
FORK - SALAD	6	4	4	4	45	
GLASS - SHORT	8	6	6	6	590	
GLASS - JUICE	6	4	4	4	45	
GLASS - TALL	6	4	4	4	45	
GLASS - WINE	6	4	4	4	45	
GRATER	1	1	1	1	12	
ICE CREAM SCOOP	1	1	1	1	12	
KETTLE	1	1	1	1	12	
KNIFE - DINNER	6	4	4	4	45	
PARING KNIFE	1	1	1	1	12	
ROAST SLICER KNIFE	1	1	1	1	12	
CHEF KNIFE	1	1	1	1	12	
BREAD KNIFE	1	1	1	1	12	

**JW Marriott Rosseau
Guestroom Housewares
UPDATED 04-10-2008**

Item	A&D	B	B2	C	EXTRAS	
	10	76	51	84	221	
STEAK KNIFE	6	4	4	4	45	
LADLE	1	1	1	1	12	
MEASURING CUP	1	1	1	1	12	
MIXING BOWLS	1	1	1	1	12	
PITCHER	1	1	1	1	12	
POTS	1	1	1	1	12	
PAPER TOWEL HOLDER	1	1	1	1	12	
PASTA SERVER	1	1	1	1	12	
PLATE - DINNER	6	4	4	4	45	
PLATE - SALAD	6	4	4	4	45	
PLATE - SIDE	6	4	4	4	45	
POT HOLDER	3	3	3	3	12	
ROASTING PAN	1	0	0	0	0	
SCISSORS	1	1	1	1	12	
SERVING PLATTER	1	1	1	1	12	
SALAD BOWL W/ SERVERS	1	1	1	1	12	
SALT AND PEPPER SHAKER	1	1	1	1	12	
SKILLET	1	1	1	1	12	
SLOTTED SPOON	1	1	1	1	12	
SOAP DISH	1	1	1	1	12	
SPATULA	1	1	1	1	12	
SPOON - TEASPOON	6	4	4	4	45	
SPOON - SOUP	6	4	4	4	45	
TOASTER 4 SLICE	1	0	0	0	1	
TOASTER 2 SLICE		1	1	1	10	
TONG	1	1	1	1	12	
VEGETABLE PEELER	1	1	1	1	12	
WHISK	1	1	1	1	12	
WASTE CONTAINER	1	1	1	1	12	
placemats	6	4	4	4	45	
coasters	6	4	4	4	12	

SCHEDULE C

THE ROSSEAU - a JW MARRIOTT RESORT

RENTAL POOL COVENANT

Registered copy attached

SCHEDULE D

Housekeeping and Maintenance Services

1. HOUSEKEEPING SERVICES

MANAGER WILL PROVIDE THE FOLLOWING “DAILY HOUSEKEEPING” SERVICES TO **HOTEL GUESTS** (AT NO CHARGE TO THE OWNER) OR TO THE OWNER AND ITS PERMITTED GUESTS AT THE CHARGES SET FORTH BELOW IF OWNER OR ITS PERMITTED GUESTS CHOOSE MARRIOTT FULL SERVICE DAILY HOUSEKEEPING:

A. Marriott Full Service Daily Housekeeping:

Kitchen	Check housewares inventory, dishes in dishwasher, clean counters (spills and crumbs), sweep floors, remove garbage, replace supplies as needed (garbage bags, dish soaps, paper towels, dish cloths). Clean coffee maker and replace coffee supply as needed.
Dining Room	Dust all surfaces, vacuum floor surfaces, and clean glass. Straighten all furnishings.
Living Room	Dust all surfaces, check and make up sofa bed (as needed), straighten furnishings, vacuum floor surfaces, and clean glass.
Bathroom	Clean and wipe tub, shower walls, bright work, toilet, mirror, sink and shower curtain. Clean floors. Replace towels and bath mat. Replace guest amenities (tissue, toilet paper, soap, shampoo, lotion, conditioner, other) as needed.
Bedroom	Straighten and dust furnishings, vacuum, wipe mirrors, change bed linens and make beds. Replace amenities and Guest Supplies as needed.
Balcony / Patio	Clean and tidy all patio/balcony furniture, sweep patio or balcony deck.
Turndown	Twice Daily Housekeeping Service (Turndown). May include the following services – General tidy up as needed. Replace bathroom linen, soap and amenities as needed. Bed Side lamp turned on. Curtains drawn in Bedroom.

B. Departure Cleaning – THIS INCLUDES THE SERVICES DESCRIBED IN “A” WITH THE ADDITION OF THOSE SERVICES DESCRIBED BELOW. MANAGER WILL PROVIDE THE FOLLOWING DEPARTURE CLEANING SERVICES TO **HOTEL GUESTS** (AT NO CHARGE TO THE OWNER) OR AT THE COSTS SET FORTH

BELOW IF THE UNIT HAS BEEN UTILIZED BY THE OWNER OR ITS PERMITTED GUESTS:

- | | |
|------------------------|---|
| Kitchen | Clean all appliances, wipe all cabinets and cupboards. Clean all dishes, cutlery etc. Clean baseboards, sweep and clean floors, remove all left over food. |
| Dining Room | Clean light fixtures, wipe baseboards and edge vacuum all carpets. |
| Living Room | Clean inside windows and tracks, lamps, clean chair and sofa cushions. Wipe baseboards and edge vacuum all carpets. |
| Bathroom | Clean walls, bathroom door, wipe inside vanity drawers / shelves and underneath cabinet, clean baseboards and clean floor. Soap dishes are clean of residue. Deodorize and clean vents. |
| Bedroom | Clean and vacuum behind and under furniture, edge vacuum carpet, wipe out all drawers, wipe baseboards, clean windows (interior), sills, blinds and tracks. Check clock for accuracy and ensure alarm set to off. Under beds free of debris. |
| Balcony / Patio | Clean and mop / wipe floor. |
| General | Check for damage, maintenance items, sweep cobwebs, tidy and straighten all furniture and decorative items, and collect personal items left behind. Check for and act on carpet and upholstery stains.

Thermostat works and set per standard. Telephone and handset wiped. |

IF OWNER DOES NOT CHOOSE A. ABOVE, MANAGER WILL PROVIDE (AND OWNER IS OBLIGATED TO ACCEPT) THE FOLLOWING SERVICES TO THE **OWNER** AND **OWNER'S** PERMITTED GUESTS SUBJECT TO THE FEES SET FORTH BELOW.

C. Basic Daily Housekeeping Option for Owners

- | | |
|--------------------|--|
| Kitchen | Clean counters (spills and crumbs), sweep floors, remove garbage, replace supplies as needed (garbage bags, dish soaps, paper towels, dish cloths). Replace coffee supply as needed. |
| Dining Room | Vacuum and straighten furnishings. |
| Living Room | Make up sofa bed as needed. Straighten furnishings and vacuum floor surfaces. |

Bathroom	Clean and wipe tub, shower walls, bright work, toilet, mirror and sink. Clean floors. Replace towels and bath mat. Replace guest amenities (tissue, toilet paper, soap, shampoo, lotion, conditioner, other) as needed.
Bedroom	Straighten furnishings, vacuum floor surfaces, change bed linens and make beds. Replace amenities and Guest Supplies as needed.
Balcony / Patio	No service.
Turndown	No service.

MANAGER WILL PROVIDE (AND OWNER IS OBLIGATED TO ACCEPT) THE FOLLOWING SERVICES TO THE **OWNER** SUBJECT TO THE FEES SET FORTH BELOW.

D. Annual Interior Deep Cleaning include services listed in A. and B. above as well as the following:

Kitchen	Remove all vents and clean, wash painted walls, wash inside and outside all cabinets and drawers, pull out appliances and clean behind and all surfaces, remove light fixtures and clean, dust walls top to bottom, clean floor.
Dining Room	Clean vents, move all furniture vacuum, wash walls.
Living Room	Move all furniture and vacuum, wash walls.
Bathroom	Remove vents and clean, clean ceiling, wash walls and light fixtures.
Bedroom	Clean light fixtures and vents, move beds and furniture and vacuum, clean all doors on both sides, wash walls. Flip and rotate mattress.
Balcony / Patio	Remove and clean all furniture. Deep clean floors.
General	Steam clean entire carpeted area. Shampoo furniture upholstery. Identify and have repair any maintenance deficiencies. Clean all light fixtures. wash all windows internal and external.

Dry clean all drapes and sheers.

Dust ceiling.

Clean thresholds.

E. Housekeeping Fees for Owners

Basic Daily Housekeeping, Marriott Full Service Daily Housekeeping (if Owner elects to have Marriott Full Service Daily Housekeeping instead of Basic Daily Housekeeping), Departure Cleaning and Annual Interior Deep Cleaning will be provided at the following costs:

Room Type	C Basic Daily Housekeeping	A Marriott Full Service Daily Housekeeping	B Departure Cleaning	D Annual Interior Deep Cleaning
Studio	\$30	\$45	\$75	\$225
One Bedroom	\$45	\$60	\$90	\$275
Two Bedroom	\$65	\$85	\$100	\$325
Three Bedroom	\$85	\$110	\$150	\$400

The Rental Pool Manager may change its fees at any time on notice to the Owner.

2. MAINTENANCE SERVICES

The following list of routine maintenance services are examples of services provided as needed at no cost to the Owner (unless otherwise noted):

- Respond to all calls for maintenance to inspect and diagnose the problem.
- Inspect each Resort Unit twice yearly to identify preventative maintenance needed.
- Replace all light bulbs.
- Unstop toilets, sinks and tubs.
- Television programming.
- Clock and alarm working.
- Outside and connecting doors mechanisms.

- Replace batteries in remote controls, card key locks and clocks.
- Reconnect or replace drapery and blind cords, pulls, glides, and hooks.
- Inspect and clean all vents, filters on appliances and ceilings.
- Reset / turn on circuit breakers.
- Make adjustments to and / or lubricate screens, cabinets and sliding glass doors and all door looks.
- Replace standard plastic electrical wall plate covers.
- Respond to and inspect all appliance malfunctions.
- Re-hang artwork, towel racks and other attached wall items.

SCHEDULE E
The Rosseau- A JW Marriott Resort
Rental Pool Manager/Owner General Responsibilities

Responsibility	Manager	Owner
Advertising, Marketing and Promotion	X	
Annual Interior Deep Clean		X
Bank Charges	X	
Brochures	X	
Business License and Permits	X	
Satellite TV & High Speed Internet access		X
Cleaning and Maintenance Supplies	X	
Clerical, Accounting and Payroll Costs	X	
Commissions to Travel Professionals (Deducted from Gross Rental Pool Revenues)		X
Common Expenses (payable to Resort Corporation)		X
Computer Hardware, Software and Maintenance Costs	X	
Credit Card Commissions (Deducted from Gross Rental Pool Revenues)	50%	50%
Emergency Service	X	
Front Desk Operations and Staff (including relocation, development and training costs)	X	
Furniture and Appliance Replacement (From Owner Contributions to Unit FF&E Reserve)		X
Guest Supplies and Amenities (in-room)		X
Guest Services (concierge, bellman, valet)	X	
Housekeeping Services for Owner use		X
Housekeeping Services for Rental Guests		X
Insurance – Contents		X
Insurance – Liability	X	X
Laundry (linens, towels) Costs		X
Linen Replacement (From Owner Contributions to Unit FF& E Reserve)		X
Maintenance – Non-routine and replacements (Unit FF&E Reserve)		X
Maintenance – Routine and preventative (part of common expenses)		X
Mortgage		X
Normal Wear and Tear Items – Schedule B (Unit FF&E Reserve)		X
Office Equipment and Supplies	X	
Owner Monthly Accounting Statements	X	
Painting of Unit – Complete (Unit FF&E Reserve)		X
Photocopying and Postage	X	
Property Taxes		X
Renter Damage (Routine Maintenance- Manager/Replacements- Unit FF&E Reserve)	X	X
Reservations Operations and Telephone costs		X
Resort Staff Housing Costs	X	
Resort Managerial Staff including Training, Development and Relocation Costs	X	
Switchboard	X	
Telephone – In Unit Service		X
Telephone – Owner Use- Long Distance		X
Theft from Unit	X	X
Unit Expendables as per Schedule B (Unit FF&E Reserve)		X
Utilities – included in Common Expenses		X

**SCHEDULE F
ADDITIONAL DEVELOPMENT LANDS**

PART OF PIN 48143-0527(LT)

FIRSTLY: PT LT 25 CON 11 MEDORA PT RDAL BTN LT 25 AND 26 CON 11 MEDORA CLOSED BY DM105704 BEING **PT 2, 35R21398**; PT LT 25 CON 11 MEDORA PT RDAL BTN LT 25 AND 26 CON 11 MEDORA CLOSED BY DM105704 BEING **PT 3, 35R21398**; S/T EASEMENT AS IN ME5721; PT LT 25 CON 11 MEDORA, PT RDAL BTN LT 25 AND 26 CON 11 MEDORA CLOSED BY DM105704, PT LT 25 CON 10 MEDORA, PT RDAL BTN CON 10 AND 11 MEDORA IN FRONT LT 25 CLOSED BY ME1289, PT RDAL BTN CON 10 AND 11 MEDORA IN FRONT LT 24 CLOSED BY DM12512 BEING **PT 4, 35R21398**; PT LT 25 CON 11 MEDORA, PT LT 25 CON 10 MEDORA, PT RDAL BTN CON 10 AND 11 MEDORA IN FRONT LT 25 CLOSED BY ME1289, PT RDAL BTN CON 10 AND 11 MEDORA IN FRONT LT 24 CLOSED BY DM12512 BEING **PT 10, 35R21398**;

SECONDLY: PT LT 24 CON 11 MEDORA BEING **PT 8, 35R20257**;

THIRDLY: PT LT 24 CON 11 MEDORA BEING **PT 7, 35R20257**;

FOURTHLY: PT LT 24 CON 11 MEDORA BEING **PTS 5 AND 6, 35R20257**; T/W EASEMENT OVER PT LT 24 CON 11 MEDORA AS IN LT22475;

FIFTHLY: PT LT 24 CON 11 MEDORA BEING **PT 2, 35R3373**;

TOWNSHIP OF MUSKOKA LAKES; THE DISTRICT MUNICIPALITY OF MUSKOKA

SAVE AND EXCEPT THE RESORT CONDOMINIUM BEING ALL OF THE UNITS COMPRISING MUSKOKA STANDARD CONDOMINIUM PLAN NO. 62 AND THEIR APPURTENANT INTEREST [PIN 48862-001(LT) TO PIN 48862-0222(LT), BOTH INCLUSIVE]. THE DESCRIPTION OF THE RESORT CONDOMINIUM PROPERTY IS: ***FIRSTLY***: PT LT 24 CON 11 MEDORA BEING PT 13, 35R22417; ***SECONDLY***: PT LT 24 AND 25 CON 11 MEDORA BEING PT 21 AND 22, 35R22417; ***THIRDLY***: PT LT 25 CON 11 MEDORA PT 24, 37, 38, 40, 41, 48, 49, 50 AND 52, 35R22417; ***FOURTHLY***: PT LT 25 CON 11 MEDORA; PT RDAL BTN LT 25 AND 26 CON 11 MEDORA CLOSED BY DM105704 BEING PT 25, 35R22417; T/W AND S/T EASEMENTS AS SET OUT IN SCHEDULE "A" TO DECLARATION NO. MT63413; TOWNSHIP OF MUSKOKA LAKES; THE DISTRICT MUNICIPALITY OF MUSKOKA

AND SAVE AND EXCEPT THE COMMERCIAL SPACE BEING PT LT 25 CON 11 MEDORA DESIGNATED AS PARTS 28, 29, 30, 31, 32, 33, 34, 35, 46 AND 51, 35R-22417; TOWNSHIP OF MUSKOKA LAKES, THE DISTRICT MUNICIPALITY OF MUSKOKA

**SCHEDULE G
FORM OF RENTAL POOL STATEMENT**

	Current	Year-to-Date
Gross Rental Pool Revenue		
Room Revenue		
Less: Cleaning Revenue In Above		
Meeting Room Revenue		
Parking Revenue		
Total Gross Rental Pool Revenue		
Rental Revenue Deductions		
Other Costs		
Reservation Costs		
<i>Gross Rental Pool Profit Before Fees</i>		
Base Royalty Fee		
Incentive Royalty Fee		
Marketing Fee		
Other Corporate Charges		
Conference Centre Operating Expenses		
Advertising Charge		
Other 3rd Party Fees		
Credit Card Fees		
Group Sales Booking Fees		
Reservation Staff Costs		
Marketing Association Fees		
Village Association Fees		
Total Rental Revenue Deductions, Including Fees		
Adjusted Gross Revenue		
Unit Revenue Share		
Unit Revenue Deductions		
Rental Pool Management Fee		
Telecommunication Expense		
Contribution to FF&E Fund		
Adjusted Unit Revenue Share		
Owner's Share of Net House Profit (or "Nil" if Net House Loss)		
Lesser of (A) or (B)		
Unit Revenue Deductions		
Common Area Expenses		
Cleaning Expenses		
Water & Sewage		
Other Expenses		
Total Unit Revenue Deductions		
Owners Net Rental Revenue		

APPENDIX “G”

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THE ROSSEAU RESORT CONDOMINIUM

DECLARATION

made pursuant to the *Condominium Act*

This declaration (hereinafter called the "**Declaration**") is made and executed pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, C.19, and amendments thereto, and the regulations made thereunder (the "**Act**") by The Rosseau Resort Developments Inc. (the "**Declarant**") and the Declarant intends that the registration of this Declaration and the description submitted herewith by the Declarant (hereinafter called the "**Description**") will create a freehold Standard Condominium Corporation and the Lands will be governed by the Act.

DEFINITIONS

1. All capitalized words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, and shall have reference to the corporation created by the Act upon the registration of the Declaration and the Description (the "**Corporation**").
2. The following additional terms used herein (including the schedules attached hereto) have the meanings set out below, unless the context otherwise requires:
 - (a) "**Board**" means the Corporation's Board of Directors;
 - (b) "**By-laws**" means the by-laws of the Corporation enacted from time to time;
 - (c) "**Commercial Condominium**" means the condominium corporation to be created pursuant to the Act upon registration of a declaration and description for the commercial and/or retail portions of the Hotel and "**Commercial Corporation**" means the corporation created under the Act in respect of the Commercial Condominium;
 - (d) "**Communication Services**" means underground or above ground lines, cables, dishes and other forms of transmission or reception media used for the transmission and reception of telephone, facsimile, cable and/or satellite television, e-mail and internet services and/or other forms of communication, and appurtenant plant and equipment, whether presently existing or constructed subsequent to the date hereof, together with all appurtenances and related improvements, and the Easement for Communication Services includes a non-exclusive right and easement for vehicular and pedestrian ingress and egress over the servient lands described in Schedule "A" attached hereto;
 - (e) "**Condominium Use Agreements**" means, collectively, the Hotel Reciprocal Agreement, the Hotel Easement and Restrictive Covenant Agreement, the Resort Easement Agreement, the Shared Facilities Agreement and the Municipal Agreements;
 - (f) "**Corporation**", or "**this Corporation**", or the "**Condominium**", or "**this Condominium**" shall mean the condominium corporation that is created by the registration of the Declaration and Description and all the units and Common Elements comprising the condominium corporation;
 - (g) "**Development Lands**" means the lands described as Part of Lot 25, Concession 11 and part of the Original Road Allowance between Lots 25 & 26, Concession 11, closed by By-law 72-34 (DM105704) designated as Part 2, Plan 35R-21398; Part of Lot 25, Concession 11 and part of the Original Road Allowance between Lots 25 & 26, Concession 11, closed by By-law 72-34 (DM105704) designated as Part 3, Plan 35R-21398; Part of Lot 25, Concession 11 and part of the Original Road Allowance between Lots 25 & 26, Concession 11, closed by By-law 72-34 (DM105704) and part of Lot 25, Concession 10 and part of the Original Road Allowance between Concessions 10 and 11 in front of Lot 25, closed by By-law 190 (ME1289) and part of the Original Road Allowance between Concessions 10

and 11 in front of Lot 24, closed by By-law 744 (DM12512) designated as Part 4, Plan 35R-21398; Part of Lot 25, Concession 11 and part of Lot 25, Concession 10 and part of the Original Road Allowance between Concessions 10 and 11 in front of Lot 25, closed by By-law 190 (ME1289) and part of the Original Road Allowance between Concessions 10 and 11 in front of Lot 24, closed by By-law 744 (DM12512) designated as Part 10, Plan 35R-21398; Part of Lot 24, Concession 11 designated as Part 8, Plan 35R-20257; Part of Lot 24, Concession 11 designated as Part 7, Plan 35R-20257; Part of Lot 24, Concession 11 designated as Parts 5 and 6, Plan 35R-20257; Part of Lot 24, Concession 11 designated as Part 2, Plan 35R-3373, being PIN 48143-0266, save and except the Lands and the lands comprising the Commercial Condominium;

- (h) **"Easement"** means each of the easements, right-of-way and rights of support set forth in the transfers of easement registered as Instrument Nos. MT62692 and MT62693 and any additional easements created from time to time pursuant to the terms thereof;
- (i) **"Fiscal Year"** means the Hotel Operator's Fiscal Year which, as of the date of this Declaration, ends at midnight on Friday closest to December 31 in each calendar year, the new Fiscal Year begins on Saturday immediately following said Friday. Any partial Fiscal Year between the date on which paying overnight guests are first admitted to the Hotel by the Hotel Operator and the commencement of the first full Fiscal Year shall constitute a separate Fiscal Year;
- (j) **"Gas Services"** means any underground or above ground pipes, transmission lines, meters, valves and appurtenant plant and equipment, whether presently existing or constructed subsequent to the date hereof, together with all appurtenances and related improvements and any right and Easement for Gas Services includes a non-exclusive right and easement for vehicular and pedestrian ingress and egress over the servient lands described in Schedule "A" attached hereto;
- (k) **"Golf Course Lands"** means those lands described as Part of Lot 25, Concession 11 and part of the Original Road Allowance between Lots 25 & 26, Concession 11, closed by By-law 72-34 (DM105704) designated as Part 1, Plan 35R-21398, being PIN 48143-0260; Part of Lots 24 and 25, Concession 12 and part of Lot 25, Concession 11 designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 10 and 11 Plan 35R-17316, Part 1 Plan 35R-19995 and Part 2 Plan 35R-17901, and part of the Original Road Allowance between Lots 25 & 26, Concession 12, closed by By-law 2000-86 (DM347050) designated as Part 1, Plan 35R-17901, being PIN 48143-0504; Part of Lots 26 and 27, Concession 12 designated as Parts 1, 2 and 3, Plan 35R-12393, being PIN 48142-0341; Part of Lot 24, Concession 11 designated as Part 4, Plan 35R-19477, being PIN 48143-0201; Part of Lot 24, Concession 11, closed by By-law 2003-67 (LT235179) designated as Parts 2, 3 and 5, Plan 35R-19477, being PIN 48143-0269;
- (l) **"Hotel"** means the hotel property known as 'The Rosseau – a JW Marriott Resort' and comprising this Condominium, the Commercial Condominium and the dock, boathouse, beach and watersports area located at the lakefront adjacent to this Condominium;
- (m) **"Hotel Easement and Restrictive Covenant Agreement"** means the agreement to be entered into between the Corporation, the Commercial Corporation and the Owner of the Hotel Management Unit providing for, *inter alia*, the grant of an easement by the Corporation for the benefit of and appurtenant to the Hotel Management Unit over the Common Elements of the Corporation for the purposes of administering the Rental Pool and setting forth the obligations of the Corporation to maintain the Common Elements at a standard consistent with the Hotel Standards;
- (n) **"Hotel Management Agreement"** means the agreement for the operation and management of the Hotel between the Declarant, the Rental Pool Manager and the current Hotel Operator, as the same may be amended, extended, restated or

replaced from time to time and includes any subsequent agreement with a permitted replacement hotel operator pursuant to the Rental Pool Management Agreements;

- (o) **"Hotel Management Unit"** means the Unit designated as such in the Description and intended for use in conjunction with the operation of the Rental Pool;
- (p) **"Hotel Operator"** means the current hotel operator under the Hotel Management Agreement and includes any permitted replacement hotel operator from time to time pursuant to the Rental Pool Management Agreement;
- (q) **"Hotel Reciprocal Agreement"** means the agreement to be entered into between the Corporation and the Commercial Corporation providing for the integrated use, operation, maintenance, repair and reconstruction, if necessary, of the Condominium and the Commercial Condominium, the cost allocation for mutual services and facilities, and other matters relevant to the interdependency of the Condominium and the Commercial Condominium including the provision of easements, rights of way, licences and rights of support necessary or desirable for the full use, operation, maintenance, repair, replacement and reconstruction, if necessary, of the Condominium and the Commercial Condominium, upon such terms and conditions as the Board may from time to time approve;
- (r) **"Hotel Standards"** means the standards and policies for the management and operation of a hotel (including the Resort Units) having the design, development, construction, furnishing, technical, equipping, operation, service and maintenance standards at least equal to a "JW Marriott", or equivalent hotel, as required from time to time under or pursuant to the Hotel Management Agreement;
- (s) **"Hotel Use"** means the use of the Resort Units for the purpose of the rental to the public for tourists', visitors' and travellers' transient accommodation as part of the Rental Pool under the Rental Pool Management Agreements;
- (t) **"HVAC Services"** means underground or above ground mains, piping, conduits or lines related to heated or cooled liquids, coolants, or other forms of heating, ventilating or air-conditioning and appurtenant plant and equipment, whether presently existing or constructed subsequent to the date hereof, together with all appurtenances and related improvements and any right and Easement for HVAC Services includes a non-exclusive right and easement for vehicular and pedestrian ingress and egress over the servient lands described in Schedule "A" attached hereto;
- (u) **"Hydro Services"** means electrical lines, cables and appurtenant plant and equipment, whether presently existing or constructed subsequent to the date hereof, together with all appurtenances and related improvements and any right and Easement for Hydro Services includes a non-exclusive right and easement for vehicular and pedestrian ingress and egress over the servient lands described in Schedule "A" attached hereto;
- (v) **"Lands"** means the lands described in Schedule A and in the Description;
- (w) **"Minor Casualty"** means any fire or other casualty which results in damage to the Hotel and/or its contents to the extent that the total cost (in the Hotel Operator's reasonable judgement) of repairing and/or replacing of the damaged portion of the Hotel to the same condition as existed previously would not exceed the amount of \$5,000,000, said amount to be adjusted by the percentage increases from time to time after October 1, 2004 in The Consumer Price Index for Canada;
- (x) **"Municipal Agreements"** means, collectively, those agreements entered into among various parties, including the Declarant, the Township of Muskoka Lakes, the District Municipality of Muskoka and others and affecting all or part of the Lands, including, without limitation, a site plan agreement, a financial responsibility agreement, a condominium agreement and a servicing agreement.

- (y) **“Owner”** means the Owner or Owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (z) **“Parking Facilities”** means collectively, the one -level underground parking facility which may be located in the Condominium including the ramp providing access to such facility and the surface paved parking areas located on the Lands;
- (aa) **“Personal Use”** means the use of the Resort Unit as permitted under the applicable Rental Pool Management Agreement by the Resort Unit Owner and his or her successors in title;
- (bb) **“Rental Pool”** means the rental management arrangement contained in the Rental Pool Management Agreements and this Declaration pursuant to which the Resort Units are to be made available in a rental pool for rental to the general public;
- (cc) **“Rental Pool Management Agreements”** means collectively, the rental pool management agreements to be entered into by Owners of the Resort Units with the Rental Pool Manager providing for participation of the Resort Units in the Rental Pool;
- (dd) **“Rental Pool Manager”** means the manager appointed from time to time pursuant to the Rental Pool Management Agreements to manage the Rental Pool;
- (ee) **“Resort Easement Agreement”** means the agreement to be entered into among the Corporation, the Commercial Corporation, 1515511 Ontario Inc. (as owner of the Golf Course Lands) and the Declarant (as owner of the balance of the Development Lands) providing for reciprocal blanket easements covering the Common Elements of the Condominium, the Commercial Condominium and the balance of the Development Lands for the purpose of installing and maintaining services, repairing and maintaining the buildings and other improvements and providing support and access;
- (ff) **“Resort Units”** means the Units other than the Hotel Management Unit;
- (gg) **“Rules”** means, collectively, (i) the rules passed by the Board, from time to time; and (ii) the rules made by the Hotel Operator from time to time as provided for in paragraph 13(d);
- (hh) **“Sanitary Services”** means sanitary sewers, pipes and appurtenant plant and equipment, whether presently existing or constructed subsequent to the date hereof, together with all appurtenances and related improvements, and any right and Easement for Sanitary Services includes a non-exclusive right and easement for vehicular and pedestrian ingress and egress over the servient lands described in Schedule “A” attached hereto;
- (ii) **“Services”** means any or all of Communication Services, Gas Services, HVAC Services, Hydro Services, Sanitary Services, Stormwater Services and Watermain Services;
- (jj) **“Shared Facilities Agreement”** means the agreement to be entered into between the Corporation, the Commercial Corporation, 1515511 Ontario Inc. (as owner of the Golf Course Lands) and the Declarant (as owner of the balance of the Development Lands), providing for the integrated use, operation, maintenance, repair, replacement and reconstruction, if necessary, of the shared facilities as described therein, the cost allocation respecting same and other matters relevant to the interdependency of the Corporation, the Commercial Condominium and the balance of the Development Lands, including the provision of easements, rights of way, licences and rights of support necessary or desirable for the full use, operation, maintenance, repair, replacement and reconstruction, if necessary, of the shared facilities, upon such terms and conditions as the Board may from time to time approve;
- (kk) **“Stormwater Services”** means storm water or surface drainage, underground storm sewers, culverts, catch basins and appurtenant plant and equipment,

whether presently existing or constructed subsequent to the date hereof, together with all appurtenances and related improvements, and any right and Easement for Stormwater Services includes a non-exclusive right and easement for vehicular and pedestrian ingress and egress over the servient lands described in Schedule "A" attached hereto;

- (ll) a "Unit" – shall mean a part of the Lands included in the Description and designated as a unit by the Description and the definition "Unit" for the purposes of the duties to repair and maintain under sections 89, 90, 91, 92, 96 and 123 of the Act and this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural and structural plans notwithstanding that some of such improvements may be made after registration of the Declaration;
- (mm) "Unit FF&E" means, from time to time, all furniture, fixtures, Fixed Asset Supplies, Soft Goods and Case Goods (as such terms are defined in the Rental Pool Management Agreements), kitchen appliances, carpeting and equipment located in the Resort Units, including without limitation, appliances, equipment, fixtures and furnishings, linens, towels and housewares including glasswares, dishes, cutlery and utensils, drapery and carpeting in the Resort Units; and
- (nn) "Watermain Services" means watermains, water pipes and appurtenant plant and equipment, whether presently existing or constructed subsequent to the date hereof, together with all appurtenances and related improvements, and any right and Easement for Watermain Services includes a non-exclusive right and easement for vehicular and pedestrian ingress and egress over the servient lands described in Schedule "A" attached hereto.

STATEMENT OF INTENTION

- 3. The Declarant intends that the Lands described in Schedule A and in the Description be governed by the Act and that the registration of the Declaration and Description will create a standard freehold condominium corporation.

CONSENT OF MORTGAGEE

- 4. The consent of every person having a registered mortgage against the Lands and interests appurtenant to the Lands so described is attached to this Declaration as Schedule B.

UNIT DESCRIPTION

- 5. The monuments controlling the extent of the Units are the physical surfaces and planes shown on Part 1, Sheets 1 to 9 of the Description and set forth in Schedule C. With respect to all Units, the Units shall not include: (a) concrete floor slabs, structural members, columns or any load bearing partitions contained within the Unit; and (b) all pipes, conduits, electrical wiring, television distribution systems, gas (propane) mains, heating and cooling systems and other common services, which may run within the boundaries of the Unit but which serve another Unit or more than one Unit.

COMMON INTERESTS AND COMMON EXPENSES

- 6. The Common Interests and the proportions of contributions to Common Expenses of each Unit are listed in Schedule D.

COMMON EXPENSES

- 7. Common Expenses means the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money designated as common expenses in the Act and this Declaration and, without limitation, includes those specified in Schedule E.

ADDRESS FOR SERVICE, MUNICIPAL ADDRESS AND MAILING ADDRESS

8. The address of the Corporation for service and the mailing address for the Corporation is 1050 Paignton House Road, P.O. Box 86, Minett, Ontario, POB 1G0. The Corporation's municipal address is 1050 Paignton House Road, Minett, Ontario, POB 1G0.

APPROVAL AUTHORITY REQUIREMENTS

9. There are no conditions imposed by the approval authority to be included in this Declaration, save and except for the easements approved by the approval authority and created in Schedule "A" pursuant to Section 20 of the Act.

ARCHITECT/ENGINEER CERTIFICATES

10. The certificate(s) of the architect and/or engineer(s) that all buildings have been constructed in accordance with the regulations is/are contained in Schedule "G" attached hereto.

USE OF UNITS

11. The occupation and use of the Units shall be enjoyed subject to the following provisions:

- (a) For so long as the Hotel Management Unit is used to manage and operate the Rental Pool and, in any event, for so long as the Hotel Management Agreement continues in effect, all Resort Units shall be used only for Hotel Use or Personal Use. Otherwise, all Resort Units shall be used only for purposes permitted under the by-laws of the Township of Muskoka Lakes;
- (b) For so long as the Resort Units are used for Hotel Use and, in any event, for so long as the Hotel Management Agreement continues in effect, the Hotel Management Unit shall be used only for the purposes of managing the Rental Pool within the Hotel or as may be permitted under the Hotel Management Agreement;
- (c) notwithstanding (a) and (b), the Declarant may complete construction of the Hotel, including the Condominium, may maintain Units as models for display and use certain portions of the Common Elements for sale purposes and may maintain a construction office, displays and signs on the Lands until the completion of the sales of all the Units owned by the Declarant in the Condominium and in other projects being developed by the Declarant on the Development Lands;
- (d) Owners of Resort Units shall not, during the term of the Rental Pool Management Agreements, directly or indirectly market, advertise or charge rent or accept any form of consideration for the use of Resort Units except in accordance with the Rental Pool Management Agreements;
- (e) no Unit shall be occupied or used in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance maintained by the Declarant, the Corporation or the Hotel Operator; if the Unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any such policy of insurance placed by or on behalf of the Declarant, the Corporation, or the Hotel Operator, the Owner of such Unit shall reimburse the Declarant, the Corporation or the Hotel Operator for such increase and such increase in premium cost shall be added to the Owner's contribution towards the Common Expenses;
- (f) each Owner shall observe, and shall require all residents, tenants, invitees and licensees of his Unit to observe, any provisions of the Act, this Declaration, the Condominium Use Agreements and the By-laws and the Rules;
- (g) Owners shall not be permitted to make any modifications or alterations to his Resort Unit, or the Unit FF&E, including, without limitation, any painting, tiling, screen, awning, shade, erection, hook of any kind, or installation of any equipment or fixtures without the prior written consent of the Rental Pool Manager and the Hotel Operator, which consent may be unreasonably withheld;

- (h) notwithstanding paragraph 11(g), no changes or alterations by an Owner to his Unit shall be made to load-bearing walls or columns or to service conduits that service any other Unit to the services located therein or to the Common Elements;
- (i) no animals (including household pets) shall be permitted in the Units or on the Common Elements;
- (j) fractional (time share or interval) ownership of Units is not permitted; and
- (k) all Resort Units must, at all times, be in compliance with the Hotel Standards as determined by the Hotel Operator whose determination shall be final.

UNITS AND COMMON ELEMENTS SUBJECT TO DECLARATION, BY-LAWS, RULES AND CONDOMINIUM USE AGREEMENTS

12. All Owners and other occupants of Units, their families, guests and invitees shall be subject to and shall comply with the provisions of this Declaration, the By-laws, the Rules, and the Condominium Use Agreements and the Rental Pool Management Agreements.

The acceptance of a transfer, or the entering into occupancy of any Unit, shall constitute an agreement that the respective provisions of the Act, this Declaration, the By-laws, the Rules, the Condominium Use Agreements, and the Rental Pool Management Agreements as the same may be amended from time to time, are accepted and ratified by each Owner or occupant, and all such provisions shall be deemed to be covenants running with the Unit and shall bind any person having, at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed or transfer or occupancy agreement.

For the purposes of section 87(1) of the Act, the Corporation may give notice to the Rental Pool Manager that an Owner is in default of his obligation with respect to Common Expenses and the Rental Pool Manager shall thereafter deduct from any monies payable to the Owner under the applicable Rental Pool Management Agreement and remit to the Corporation an amount equal to the default and the amount so deducted shall constitute payment under the applicable Rental Pool Management Agreement.

USE OF COMMON ELEMENTS

13. (a) Subject to the provisions of the Act, this Declaration, the By-laws and the Rules, the Owner of certain Units shall have the exclusive use of portions of the Common Elements as follows:
- (i) the Owner of a Resort Unit shall have exclusive use of the terrace or balcony adjacent to such Resort Unit as specified in Schedule F;
 - (ii) the Owner of the Hotel Management Unit shall have exclusive use of the areas intended for management use as specified in Schedule F;
- (b) No Owner shall have any right of access to those parts of the Common Elements used either permanently or occasionally for utilities, building maintenance or storage areas, operating machinery areas, laundry areas and any other portions used for the maintenance or operation of the Condominium. No Owner shall have the right to access those parts of the Common Elements described in paragraph 13(a)(ii).
- (c) Except as otherwise provided in this Declaration and except as limited by the Rules from time to time made by the Board and the Hotel Operator as provided for in paragraph 13(d) below, each Owner has the right in common with the other Owners and their invitees and licensees and the employees and agents of the Corporation to use and occupy the whole or any part of the Common Elements.
- (d) The Hotel Operator shall have the right from time to time to make reasonable rules and regulations regarding the use of the Common Elements (including restricting access thereto), including rules for the Parking Facilities for the

purpose of maintaining, managing and operating the Hotel in a manner consistent with the Hotel Standards and its rights and obligations under the Hotel Management Agreement. All Owners and occupants of Resort Units shall abide by such rules and regulations and the failure by the Owner to do so will be treated as a failure by such Owner to comply with the rules of the Board.

- (e) No alteration, repair, maintenance, painting, tiling, screen, awning, shade, hedge, erection, hook of any kind, or installation of any equipment, fixtures, signage or other improvements is permitted upon the Common Elements, including any exclusive use Common Element, except:
 - (i) with the prior written consent of the Hotel Operator, which consent may be unreasonably withheld (it being acknowledged that the Hotel Operator will withhold its consent if it is of the opinion that such changes, equipment, fixtures or improvements are not in compliance with the Hotel Standards or will adversely affect the operations of the Hotel); or
 - (ii) by the Hotel Operator to the extent necessary or appropriate to carry out its duty to operate, manage, maintain and repair the Hotel in accordance with Hotel Standards.
- (f) For the purposes of subsection 97(4) of the Act, the Board shall decide whether any addition, alteration or improvement to, or renovation of, the Common Elements or any change in the assets of the Corporation is substantial.
- (g) The Hotel Operator may grant or licence concessions to third parties for use of the Common Elements (except those exclusive use Common Elements appurtenant to the Resort Units) in connection with the operations of the Hotel and may charge a fee for the use of same. The Declarant, the Rental Pool Manager or the Hotel Operator and its licensees may install, locate, maintain and replace equipment, machinery, fixtures and furnishings on the Common Elements (including exclusive use Common Elements but excluding the exclusive use Common Elements appurtenant to the Resort Units) which are commercially reasonably required for managing, maintaining and operating the Hotel or Rental Pool or for maintaining, managing and operating the Hotel at a standard consistent with the Hotel Standards.
- (h) All Common Elements and assets of the Corporation (including, without limitation, furniture, fixtures and equipment located on the Common Elements) must, at all times, be in compliance with the Hotel Standards, as determined by the Hotel Operator whose determination shall be final.
- (i) If an Owner is in default of his obligations under this Declaration, the Rules or the Rental Pool Management Agreement applicable to his Resort Unit, the Owner, members of his family and his guests will not be permitted to use those portions of the Common Elements intended for recreational purposes for so long as such default continues.

PARKING

- 14. Subject to the provisions of the Act, this Declaration, the By-laws and the rules of the Hotel Operator, the Parking Facilities which form part of the Common Elements of the Corporation as described in the Description may be used as follows:
 - (a) parking shall be restricted to private passenger vehicles as determined by the Hotel Operator from time to time;
 - (b) the Parking Facilities, including all parking spaces located therein shall be for the exclusive use of the Hotel Management Unit, as specified in Schedule "F";
 - (c) except as may be permitted by the Hotel Operator, there will not be any visitor parking in the Parking Facilities; and

- (d) Owners of Resort Units shall only be permitted to park vehicles in the Parking Facilities with the permission of the Hotel Operator and subject to the rules and regulations set by the Hotel Operator.

MAINTENANCE AND REPAIRS BY UNIT OWNER

15. (a) Subject to the terms of the Rental Pool Management Agreements, the Hotel Management Agreement, this Declaration and Section 123 of the Act, each Owner shall maintain his Unit and those parts of the Common Elements hereinafter specified and each Owner shall repair his Unit after damage, provided that so long as the Rental Pool Management Agreements or the Hotel Management Agreement are in effect, the Rental Pool Manager or the Hotel Operator will undertake such repairs and replacements on behalf of the Owners pursuant to the Rental Pool Management Agreements or Hotel Management Agreement. Without limiting the generality of the foregoing and for greater clarity, each Owner shall:
- (i) maintain the interior surface of doors which provide the means of ingress and egress from his Unit and repair damage to those doors caused by his negligence or by the negligence of occupants, guests or invitees to his Unit;
 - (ii) maintain the interior surfaces of all windows and window sills contiguous to the Unit;
 - (iii) maintain, repair and replace as required, all heating, air-conditioning and air treatment equipment which serves only his Unit, no matter where located, and the appurtenances, ducts and connections with respect thereto;
 - (iv) maintain those portions of the Common Elements of which he has exclusive use in a clean and sightly condition;
 - (v) maintain, repair and replace bathtub enclosures, tiles, shower pans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit;
 - (vi) maintain and repair and replace when required any system, appliance or fixture that serves his Unit only; and
 - (vii) maintain, repair and replace when required floor coverings, paint finishes to the drywall and ceiling finishes in his Unit.
- (b) The Corporation shall make repairs and maintenance that an Owner is obligated to make and that he does not make within a reasonable time; and in such event, an Owner shall be deemed to have consented to having repairs and maintenance done by the Corporation and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of the aggregate of the prime rate from time to time charged by a Canadian chartered bank designated by the Board and 5 per cent per annum compounded monthly until paid, or such other rate of interest as the Board shall by resolution from time to time approve. The Corporation may collect all such sums of money in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the Common Expenses of such Owner after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.
- (c) Each Owner shall indemnify and save harmless the Corporation, the Rental Pool Manager and the Hotel Operator against any loss, cost, damage or injury caused to the Common Elements or other Units because of the act or omission of such Owner or any occupant of his Unit, except to the extent that the loss, cost, damage

or injury is covered by insurance maintained or required to be maintained by the Corporation under the Act.

- (d) Notwithstanding the foregoing provisions of this paragraph 15, for so long as the Rental Pool Management Agreements or the Hotel Management Agreements are in effect, the Rental Pool Manager and Hotel Operator will undertake the obligations of the Owner to repair and make replacements to the Units using funds, to the extent available from Hotel operations and the Unit FF&E Reserve Fund (as such term is defined in the Rental Pool Management Agreements) contributed by the Owners of Resort Units.

MAINTENANCE AND REPAIRS BY CORPORATION AND OTHERS

- 16. (a) The Corporation, any insurer of the Condominium or any part thereof, the Rental Pool Manager and the Hotel Operator, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the exclusive use Common Elements, to perform the objects and duties of the Corporation, and without limitation, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies and remedying any condition which might result in damage to the Condominium or the Hotel.
- (b) In case of an emergency, an agent of the Corporation, the Rental Pool Manager or the Hotel Operator may enter a Unit or the exclusive use Common Elements at any time without notice to and without the approval of any party for the purpose of repairing the Unit, the Common Elements or the exclusive use Common Elements, or for the purpose of correcting any condition which might result in damage to the Condominium or the Hotel or loss to the Condominium or the Hotel or a violation of law. The Corporation, the Rental Pool Manager or the Hotel Operator or anyone authorized by them may determine whether an emergency exists.
- (c) The Corporation, the Rental Pool Manager or the Hotel Operator, or their respective agents, may enter upon such Unit or exclusive use Common Elements, without being liable for any claim or cause of action for damages by reason thereof.
- (d) The Corporation, the Rental Pool Manager and the Hotel Operator shall retain a key, passcard or combination to each lock to and within each Unit and its exclusive use Common Elements. No Owner shall change any lock or place any additional locks on the doors to and within any Unit and the exclusive use Common Elements without the prior written consent of the Hotel Operator.
- (e) The rights and authority hereby reserved to the Corporation, the Rental Pool Manager and the Hotel Operator, their respective agents or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit or its exclusive use Common Elements except, as to the Corporation and the Rental Pool Manager, as specifically provided in this Declaration or the By-laws.

INSURANCE TRUSTEE

- 17. The Corporation shall enter into an insurance trust agreement with an insurance trustee and, if necessary, with the Commercial Condominium, which agreement shall, without limitation, provide the following:
 - (a) the insurance trustee shall receive any proceeds of insurance payable to the Corporation in excess of \$5,000,000, said amount to be adjusted by the percentage increases from time to time in the Consumer Price Index for Canada (or such greater amount from time to time as may be provided in the agreement);
 - (b) the insurance trustee shall hold such proceeds in trust for those entitled thereto pursuant to the provisions of the Act and the insurance trust agreement;

- (c) such proceeds shall be disbursed in accordance with the provisions of the insurance trust agreement;
- (d) the insurance trustee shall notify the mortgagees of any insurance moneys received by it; and
- (e) any amounts less than specified in (i) above are to be paid to the Hotel Operator to be applied toward the cost of repairing and replacing the Common Elements, the Resort Units, the Unit FF&E and the other assets of the Corporation.

The Corporation shall pay the fees and disbursements of any insurance trustee and any such fees and disbursements shall constitute part of the Common Expenses.

INSURANCE

18. (a) The Corporation shall procure and maintain the following insurance:
- (i) Property insurance (and to the extent applicable builders risk insurance), including boiler and machinery coverage, on the Condominium and the furniture, fixtures, equipment, betterments and improvements within the Resort Units and specifically identified in the standard unit by-law for the Corporation established pursuant to Section 56(1)(h) of the Act (not including any personal effects of the Owners) (herein referred to as the "contents") against loss or damage by fire, lightning and all other risks as commonly covered by an "all risk of physical loss" form or equivalent policy of insurance, including, but not limited, to fire, windstorm, sprinkler leakage, vandalism and malicious mischief, water damage, explosion of steam boilers, pressure vessels and other similar apparatus, and other hazards generally included under extended coverage, in an amount not less than the full replacement cost (less excavation and foundation costs) of the improvements situated on the Lands, contents, signs awnings, canopies, gazebos, fences and retaining walls. Such coverage shall include a value provision, waiver of co-insurance, landscape improvements coverage of not less than One Million US Dollars (US \$1,000,000) and law and ordinance coverage in an amount equal to 25% of the replacement value or Ten Million US Dollars (US \$10,000,000).
 - (ii) Business interruption insurance including extra expense covering at least two (2) years' loss of profits, necessary continuing expenses, and if applicable, rent, for interruptions at the Condominium, including an extended period of indemnity of not less than 365 days, caused by any occurrence covered by the insurance referred to in paragraphs 18(a)(i), (iii) and (iv).
 - (iii) Flood insurance, if the Condominium is located in whole or in part within an area identified as having a special flood hazard.
 - (iv) If the Condominium is located in an "earthquake prone zone", coverage for loss or damage caused by earthquake shall be maintained. Such coverage, including business interruption, shall be for not less than the probable maximum loss as determined by a recognized earthquake-engineering firm reasonably acceptable to the Rental Pool Manager and the Hotel Operator, less a reasonable deductible.
 - (v) Such other property insurance as is customarily maintained by the Hotel Operator at similar hotels, including but not limited to terrorism insurance.
- (b) All insurance procured hereunder shall be obtained from reputable insurance companies of recognized responsibility and financial standing and authorized to do business in Canada, reasonably acceptable to the Hotel Operator and the Rental Pool Manager. Any premiums and deductibles under said policies shall be subject to the reasonable approval of the Hotel Operator.

- (c) All such policies of insurance shall be carried in the name of the Corporation, with the Hotel Operator and/or any affiliates designated by the Hotel Operator as an additional insured(s). However, if such insurance is procured by the Hotel Operator (as described herein), then all such policies of insurance shall be carried in the name of the Hotel Operator and/or any affiliate designated by the Hotel Operator, with the Corporation and any mortgagee specified by the Rental Pool Manager, in writing, as additional insured(s) or mortgagees, as applicable. The Rental Pool Manager will be named as a loss payee on business interruption insurance as its interests may appear with respect to loss or damage to the Condominium. The Rental Pool Manager, in its capacity as agent on behalf of all Owners collectively, will be named as a loss payee as their interests may appear with respect to loss or damage to the contents of the Resort Units. Any property losses thereunder shall be payable to the respective parties as their interests may appear. Any loss covered by the property policy as required under paragraphs 18(a)(i), (iii) and (iv) shall be adjusted with the Corporation or the Hotel Operator, but the insurance proceeds for that loss shall be payable to an insurance trustee designated for that purpose by the Corporation. The insurance trustee shall hold any insurance proceeds in trust for the Corporation, the Rental Pool Manager, the Hotel Operator and the Owners of Resort Units and their mortgagees (collectively), as their interests may appear. Unless the Board shall determine otherwise, the insurance trustee described herein shall be the Hotel Operator for any Minor Casualty. If the Hotel is damaged by fire, casualty or other cause to a greater extent than a Minor Casualty, the Board shall designate as the insurance trustee a qualified bank or trust company in Canada in its sole discretion. Subject to the provisions of the Act, the property insurance proceeds shall be disbursed first for the repair or restoration of the damaged property. The insured parties will not be entitled to receive payment of any portion of the proceeds unless there are surplus proceeds after the Condominium has been repaired or restored. The surplus insurance proceeds, if any, shall be payable to each insured party as its interests may appear.
- (d) The Corporation shall procure and maintain comprehensive general public liability insurance in amounts not less than a combined single limit of US \$10,000,000, or the Canadian equivalent thereof for each occurrence, providing coverage for claims for personal injury, death and property damage occurring at the Condominium or in connection with the business of the Corporation. The Hotel Operator and Rental Pool Manager shall be named as an additional insured on the insurance described in this paragraph 18(d). The Corporation shall also procure and maintain directors' and officers' liability insurance coverage with a limit of not less than \$10,000,000 per occurrence and in the aggregate covering the Corporation's directors and officers and fidelity coverage to the extent required by law or as the Corporation may reasonably require.
- (e) Each Owner of a Resort Unit shall obtain with regard to his Unit adequate insurance to protect its additional living expenses and its personal property and effects and provide coverage for personal liability associated with its activities, and each such Unit Owner shall provide a certificate of insurance evidencing such insurance to the Corporation. In addition, each Owner of a Resort Unit shall provide (i) a certificate of insurance evidencing such insurance to the Hotel Operator within thirty (30) days receipt of a request for such insurance certificate from the Hotel Operator and (ii) a waiver of subrogation and recovery in favor of the Corporation and the Hotel Operator.
- (f) Pursuant to the terms of the Hotel Management Agreement, if the Hotel Operator procures the insurance under paragraph 18(a) instead of the Corporation, the Rental Pool Manager may, at its option, by written notice to the Hotel Operator (which shall be delivered, as applicable, no later than ninety (90) days prior to the natural expiration of the insurance policies that the Hotel Operator has obtained pursuant to paragraph 18(a)), procure and maintain the insurance specified in paragraph 18(a) (in which case the Hotel Operator shall allow such policies obtained by it under paragraph 18(a) to expire), subject to the following terms and conditions:

- (i) All such policies of insurance shall be carried in the name of the Corporation with the Hotel Operator named as an additional insured. The Rental Pool Manager may be named as a loss payee on business interruption insurance as its interests may appear with respect to loss or damage to the Condominium. The Rental Pool Manager, in its capacity as agent on behalf of all of the Owners of the Resort Units collectively, may be named as a loss payee as their interests may appear with respect to loss or damage to the contents of the Resort Units. Any property losses thereunder shall be payable to the respective parties as their interests may appear. The Rental Pool Manager shall comply with and implement all other provisions in paragraph 18(c) with respect to the insurance trustee.
- (ii) All insurance procured by the Corporation hereunder shall be obtained from reputable insurance companies authorized to do business in Canada and reasonably acceptable to the Hotel Operator and the Rental Pool Manager.

CONDOMINIUM USE AGREEMENTS

19. It shall be the duty of the Corporation to enter into and be bound by the Condominium Use Agreements. All rights and obligations arising under or imposed by the Declaration, the By-laws and the Rules, shall, except to the extent prohibited by the Act, be subject to and read together with the provisions of the Condominium Use Agreements.

RENTAL POOL REQUIREMENTS

20. (a) Every Owner of a Resort Unit shall execute and at all times be party to a Rental Pool Management Agreement with respect to such Resort Unit and every Owner shall be bound by the terms and conditions contained in the Rental Pool Management Agreements whether executed or assumed by such Owner. No Owner shall transfer or convey a Resort Unit unless the proposed purchaser has agreed to assume the Rental Pool Management Agreement and be bound by the terms and conditions of such agreement.
- (b) No Owner of a Resort Unit may at any time occupy, use, or permit the occupation of his Resort Unit except in compliance with the Rental Pool Management Agreement for personal use and as part of the Rental Pool. Without limiting any other remedy available, if the Owner breaches this restriction on any day, the Owner shall pay to the Hotel Operator an amount equal to the daily rack rate for the Resort Unit for that day and such amount shall be deducted from any future distributions to the Owner.
- (c) Provided that the Owner is not in default of the Owner's obligations under this Declaration, the Rules or the Rental Pool Management Agreement, the Owner and members of his family, shall be entitled to use the Common Elements and any part thereof whether he is in occupation of his Resort Unit or not.
- (d) The Owners of the Resort Units may terminate the appointment of the Rental Pool Manager under the Rental Pool Management Agreements in accordance with the terms of such Agreements but only if more than three quarters (75%) of the Owners of the Resort Units have voted to terminate the Rental Pool Manager.
- (e) Notice of intention to terminate the appointment of the Rental Pool Manager shall be given to the Hotel Operator who shall have the right, as provided in the Rental Pool Management Agreements, to require the Owners of Resort Units to enter into new agreements on the terms and conditions of the Rental Pool Management Agreements, with the Hotel Operator or a person designated by it to act as Rental Pool Manager.

NOISE WARNINGS

21. The Declarant advises that despite the inclusion of noise control features in the Units, noise levels from the restaurants, bars and other commercial establishments located in the Commercial Condominium and elsewhere in the vicinity of the Hotel may continue to be

of concern, occasionally interfering with some activities of Owners and their tenants, guests and invitees, as the noise level may exceed the noise criteria of the Township of Muskoka Lakes and the Ministry of the Environment.

HOTEL OPERATOR

22. In the event that there ceases to be a Hotel Operator, any rights granted to the Hotel Operator hereunder shall be exercised by the Rental Pool Manager and all obligations of this Hotel Operator hereunder shall be performed by the Rental Pool Manager.

INTERPRETATION

23. This Declaration shall be read with all changes of number and gender required by the context. The headings of this Declaration are deemed to have been inserted for convenience of reference only.

DATED February 25, 2009.

THE ROSSEAU RESORT DEVELOPMENTS INC.

Per: 
Name: PETER FOWLER
Office: SECRETARY-TREASURER

I have authority to bind the Corporation.

APPENDIX “H”

UNIT OWNER SETTLEMENT AGREEMENT

THIS AGREEMENT made as of the ___ day of _____, 2009

BETWEEN:

(the "Owner")

- and -

**THE ROSSEAU RESORT DEVELOPMENTS INC., by Alvarez & Marsal Canada ULC,
solely in its capacity as receiver and manager of the assets of The Rosseau Resort
Developments Inc., and not in its personal capacity**

RECITALS

A. By Order dated May 22, 2009 (the "Initial Appointment Order"), the Ontario Superior Court of Justice (the "Court") appointed Alvarez & Marsal Canada ULC ("A&M") and McIntosh & Morawetz Inc., as trustee and interim receiver, respectively, pursuant to Section 68 of the Construction Lien Act (Ontario) and Section 47(1) of the Bankruptcy and Insolvency Act (Canada), of all the property, assets and undertakings (collectively, the "Assets") of The Rosseau Resort Developments Inc. ("RRDI"). By Amended and Restated Order dated June 2, 2009 (the "Appointment Order"), the Court continued the appointments made by the Initial Appointment Order and also appointed A & M as receiver and manager of the Assets of RRDI pursuant to Section 101 of the Courts of Justice Act (Ontario) (the "Receiver").

B. RRDI is the owner of certain real property located on Lake Rosseau, in Muskoka, Ontario (the "Property"). RRDI has constructed a condominium hotel on the Property consisting of 221 condominium hotel units (the "Units") as well as a lobby, restaurants, lounge/bar, meeting

rooms, ballrooms, administrative offices, parking, spa, swimming pools, recreational facilities, retail components and certain other amenities and related facilities (the “Hotel”).

C. As of the date of the Initial Appointment Order, RRDI had either sold Units to purchasers, or had entered into agreements of purchase and sale with purchasers (all such purchasers referred to herein, collectively, as “Unit Purchasers”).

D. RRDI offered Unit Purchasers several types of incentives and benefits (“Purchaser Incentives”) which were either included in the terms of their agreements of purchase and sale between Unit Purchasers and RRDI or provided in separate ancillary agreements to their agreements of purchase and sale (such agreements collectively defined as the “APS”). These Purchaser Incentives consisted of, depending on the terms as set out in the APS, one or more of the following: (a) a lease agreement with RRDI, whereby RRDI agreed to lease a Unit purchased by a Unit Purchaser for a period of either 3 or 4 years (an “Original Lease”); (b) “Indulgence Cards” in denominations of \$10,000, \$20,000, or \$30,000 for use by the Unit Purchaser to pay for amenities and services at the Hotel (“Indulgence Cards”); and/or (c) payment on behalf of Unit Purchasers by RRDI of certain expenses, including property taxes, condominium corporation fees, utilities charges, telecommunications charges, common expense subsidies, contributions to the FF&E reserve fund established by the Current Rental Pool Management Agreements (defined below) executed or to be executed by Unit Purchasers, payment of Marriott Gold membership fees, payment of Resort to Resort membership fees, or payment of Red Leaves Resort Association entry and/or membership fees, or credits against the agreed upon purchase price for the Unit pursuant to the APS at the time of closing (collectively, “Other Incentives”).

E. The Owner is a Unit Purchaser who has purchased a Unit or Units from RRDI, which purchase transaction has closed. In accordance with the Owner’s APS, a copy of which is attached hereto as Schedule “A”, the Owner may have been entitled to receive certain Purchase Incentives from RRDI.

F. RRDI is insolvent and unable to honour the Purchaser Incentives.

G. The Owner is currently a party to a Rental Pool Management Agreement (the “Current Rental Pool Management Agreement”) between the Owner and The Rosseau Resort Management Services Inc. (“RRMSI”) whereby RRMSI agreed to provide services to the Owner as rental pool manager. The Receiver intends, on behalf of RRDI, to repudiate the verbal arrangements whereby RRDI delegated the services of rental pool manager to RRMSI, and to repudiate the current Amended and Restated Hotel Management Agreement with Marriott Hotels of Canada Ltd. (“Marriott”), to which RRMSI is a party, which will result in RRMSI no longer being able to perform its obligations under the Current Rental Pool Management Agreement. In order to facilitate the continued operation of the Hotel and rental pool, the Receiver intends to cause RRDI to enter into a new management agreement with Marriott for the Hotel (the “New Hotel Management Agreement”) and new rental pool management agreements with Unit Purchasers on the terms and conditions as set out in the form attached hereto as Schedule “B” (the “New Rental Pool Management Agreement”), all with the approval of the Court. The Receiver, on behalf of RRDI, has sent a letter dated August 6, 2009 to all Unit Purchasers, identifying the material changes to the form of Current Rental Pool Management Agreement.

H. In order to resolve all issues with Unit Purchasers, by memorandum dated July 8, 2009, the Receiver put forward a without prejudice proposal to all Unit Purchasers (the “Receiver Proposal”), providing the terms and conditions on which the Receiver proposed to settle all claims and potential claims with Unit Purchasers.

I. The Owner, having accepted the Receiver Proposal, has agreed to the terms of this Unit Owner Settlement Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Agreement witnesses the agreement between the parties as follows:

1. **Termination.** The Owner hereby agrees that the obligation of RRDI to the Owner with respect to any Purchaser Incentives agreed to by RRDI pursuant to the Owner's APS, Original Lease, or otherwise has been terminated.

2. **New Lease.** Where the Owner is currently a party to an Original Lease with RRDI, the Owner agrees to enter into a new lease with RRDI in respect of the Unit purchased by the Owner, on the following basic terms and conditions, in the form attached hereto as Schedule "C" to be completed with the particulars of the Owner and the Unit (the "New Lease"):

- (a) The term of the New Lease will commence on June 1, 2009 and terminate on the original termination date of the Original Lease between the Owner and RRDI;
- (b) The annual rent under the New Lease will be an amount equal to 50% of the annual rent under the applicable Original Lease, payable to the Owner on a quarterly basis;
- (c) The New Lease shall not be assignable and shall automatically terminate on the sale of the applicable Unit by the Owner; and
- (d) Rent payable under the New Lease by RRDI will be payable out of proceeds approved by the Court for distribution arising out of the proceeds of realization by the Receiver of RRDI's assets. No payments under the New Lease will be made by RRDI until the Receiver has realized sufficient proceeds, in the Receiver's sole opinion, to make payments to all Unit Purchasers who have closed their purchase transaction and who enter into a New Lease.

3. **Verification of Original Lease.** Where the Owner has an entitlement to an Original Lease under the Owner's APS, the Owner agrees that the obligation of RRDI hereunder to enter into a New Lease is subject to verification by the Receiver of the terms of the Original Lease. In order to complete this verification, the Owner agrees to confirm within five business days of execution of this Agreement the terms of the Original Lease to which the Owner was entitled pursuant to the Owner's APS, and to provide such further or other information to satisfy the Receiver as to such terms.

4. **Indulgence Cards and Other Incentives.** Where RRDI has an obligation to the Owner in respect of an Indulgence Card and/or Other Incentives pursuant to the Owner's APS, RRDI

hereby agrees to honour 50% of the value of such Purchaser Incentives (to the extent such Purchaser Incentives have not already been satisfied) granted to the Owner by RRDI on the following terms:

- (a) RRDI's obligation hereunder to honour 50% of the value of Indulgence Cards is restricted to a maximum usage by the Owner of \$2,500 per month, inclusive of GST, PST, HST, (when applicable), and other taxes, fees, and charges. The 50% value of Indulgence Cards shall be honoured out of proceeds approved by the Court for distribution arising out of the proceeds of realization by the Receiver of RRDI's assets. No honouring of Indulgence Cards will be available until the Receiver has realized sufficient proceeds, in the Receiver's sole opinion, to honour such Indulgence Cards. Any time limit on the exercise of Indulgence Cards shall commence to run once RRDI has commenced honouring such Indulgence Cards pursuant to this Agreement.
- (b) Other Incentives shall be paid to the Owner (or for and on behalf of the Owner to the applicable third party, as the case may be) for the period as provided for by the Owner's APS and shall be payable on a quarterly basis, commencing September 1, 2009, out of proceeds approved by the Court for distribution arising out of the proceeds of realization by the Receiver of RRDI's assets. No payments under this provision will be made by RRDI until the Receiver has realized sufficient proceeds, in the Receiver's sole opinion, to pay Unit Owners who have closed their purchase transaction with entitlement to such payments pursuant to Unit Owner Settlement Agreements executed by each of them.

5. **Verification.** Where the Owner has an entitlement to Indulgence Cards or Other Incentives under the Owner's APS, the Owner agrees that the obligation of RRDI hereunder to honour Indulgence Cards and Other Incentives is subject to the following:

- (a) verification by the Receiver of the amounts of all Indulgence Cards and Other Incentives agreed to by RRDI with all Unit Purchasers executing settlement agreements with the Receiver ("Settlement Agreements") and confirmation that such amounts do not exceed \$3.7 million. In order to complete this verification, the Owner agrees to confirm within five business days of execution of this

Agreement that the amount and value of the Purchaser's Indulgence Cards and Other Incentives are as set out in the APS attached hereto as Schedule "A", or to provide such further or other information to satisfy the Receiver as to the amount and value of the Owner's Indulgence Cards and Other Incentives; and

- (b) in the event that the obligations of RRDI to all Unit Purchasers who execute Settlement Agreements in respect of Indulgence Cards and Other Purchaser Incentives exceeds the aggregate amount of \$3.7 million, all Unit Purchasers executing Settlement Agreements agree that all Unit Purchasers shall share their entitlement to Indulgence Cards and Other Incentives under their respective Settlement Agreements, in the amounts as confirmed by the Receiver pursuant to Section 5(a) above, on a pro rata basis calculated on a total amount available to satisfy and honour such obligations of \$3.7 million.

6. **Funds.** To the extent that the Owner establishes an entitlement to any accounts or funds held by counsel for RRDI, including funds presently held by McCarthy Tetrault LLP, from proceeds arising from the closing of the sale of the Unit or Units to the Owner in respect of the obligations of RRDI to the Owner for Indulgence Cards and/or Other Incentives (the "Funds"), the Owner hereby assigns, transfers, and conveys to RRDI all of its rights, claims, and entitlements to such Funds, in an amount equal to the aggregate value of the Indulgence Cards and/or Other Incentives paid to such Owner by RRDI pursuant to this Agreement. For greater certainty, it is intended by this Agreement that the Owner not receive recovery for the same claim relating to Indulgence Cards and/or Other Incentives from both RRDI and from the Funds beyond 100% of the aggregate value of such Indulgence Cards and/or Other Incentives.

7. **Investigation.** The Receiver agrees to investigate the facts with respect to the Funds, and will report to the Court and stakeholders of the estate of RRDI regarding its recommendations as to whether or not Unit Purchasers have entitlements to all or part of the Funds. In the event of a dispute over entitlement to the Funds, the Receiver will bring the matter before the Court for determination.

8. **Court-Ordered Charges.** In order to secure the obligation to pay rent pursuant to the New Lease and the obligation hereunder to honour Indulgence Cards and/or Other Incentives, the Receiver will seek Court-ordered charges on the assets of RRDI, as follows:

- (a) in an amount sufficient to secure the total aggregate obligation of RRDI to pay rent under New Leases entered into with all Unit Purchasers who have closed their purchase transactions, not to exceed \$1.6 million;
- (b) in an amount sufficient to secure the total aggregate obligation of RRDI to honour the Indulgence Cards and Other Incentives in respect of all Unit Owner Settlement Agreements, not to exceed \$3.7 million;

such charges to rank pari passu with each other and subordinate only to the Receiver's Charge and the Receiver's Borrowings Charge each as provided for in the Appointment Order, and construction trade lien claims which are determined to have priority over all mortgages registered on title to the Property.

9. **Receiver's Conditions.** The obligation of RRDI to perform hereunder is subject to the following conditions being fulfilled or performed, any one or more of which may be waived by the Receiver in its sole discretion:

- (a) by no later than September 14, 2009, the Owner shall have executed and delivered to the Receiver a New Rental Pool Management Agreement with RRDI, by its Receiver, in the form attached hereto as Schedule "B"; which New Rental Pool Management Agreement will be effective when the New Hotel Management Agreement is effective;
- (b) by no later than September 14, 2009, the Owner, where applicable, shall have executed and delivered to the Receiver a New Lease in the form attached hereto as Schedule "C";
- (c) by no later than September 14, 2009, the Owner shall have executed and delivered to the Receiver a full and final release of all claims against RRDI, the Receiver, WestLB AG, Fortress Credit Corp., CIT Financial Ltd., Raiffeisen Zentralbank Osterreich AG, Ken Fowler Enterprises Ltd., Red Leaves Partnership, and RRMSI, in the form attached hereto as Schedule "D", other than in respect of the Owner's unsecured claim, if any, against the estate of RRDI for damages for the loss of any Purchaser Incentive;

- (d) the Owner shall have complied with and performed all of its obligations contained in this Agreement;
- (e) the execution of a Unit Owner Settlement Agreement in the form identical hereto by 100% of Unit Purchasers who have closed their purchase transactions and who have an entitlement to Purchaser Incentives, or by such lesser number as may be approved and agreed to by the Receiver;
- (f) no action or proceeding, at law or in equity shall have been commenced or threatened by any person, firm, company, government, regulatory body or agency to enjoin, restrict or prohibit the completion of this Agreement;
- (g) an Order shall have been obtained in form and substance satisfactory to the Receiver authorizing and approving this Agreement, the New Hotel Management Agreement, and the form of New Rental Pool Management Agreement; and
- (h) the new Hotel Management Agreement shall be in effect..

10. **Entire Agreement.** The parties acknowledge that this Agreement is intended to be the entire agreement between the parties, and that there are no representations, warranties or conditions affecting this Agreement other than as are expressly contained herein. Owner further acknowledges and agrees that nothing herein contained shall be or shall be deemed to be an admission of liability on the part of RRDI or the Receiver.

11. **Further Assurances.** The parties agree that each will provide such other and further documents and assurances or take such further action as may be necessary to give effect to the intent of this Agreement.

12. **Waiver.** Any waiver by either party of any of the terms or conditions of this Agreement shall not be deemed to be a waiver of any subsequent failure to comply with such terms or conditions or a waiver of any other terms or conditions of this Agreement.

13. **Assignment.** The Owner shall not assign or transfer its interest in this Agreement. The Receiver may assign or transfer its interest in and obligations under this Agreement on notice to the Owner, without the consent of the Owner. This Agreement shall be binding upon the heirs, executors, administrators, successors and, where applicable, assigns of the parties and will be for the benefit of the parties and their respective successors and, where applicable, assigns.

14. **Governing Law.** This Agreement will be construed according to the laws in force in the Province of Ontario.

15. **Counterpart.** This Agreement may be executed in counterpart and by facsimile or electronic mail transmission. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

16. **Deadline.** The Owner shall have until 5:00 p.m.. (EDT) on Friday, August 21, 2009 to accept this offer by returning to the Receiver an executed copy of this Agreement, subject to any extension to which the Receiver may agree, after which time, if not accepted, this offer shall be null and void.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date and year first above-written.

INDIVIDUAL OWNER

Witness: _____

Name: _____

[OR]

CORPORATE OWNER

Per: _____

I have the authority to bind the corporation

THE ROSSEAU RESORT DEVELOPMENTS INC.,
by Alvarez & Marsal Canada ULC, solely in its
capacity as receiver and manager appointed under the
Courts of Justice Act (Ontario) of the Assets of THE
ROSSEAU RESORT DEVELOPMENTS INC., and
not in its personal capacity

Per: _____

APPENDIX “I”

UNIT PURCHASER SETTLEMENT AGREEMENT

THIS AGREEMENT made as of the ___ day of _____, 2009

BETWEEN:

(the "Purchaser")

- and -

**THE ROSSEAU RESORT DEVELOPMENTS INC., by Alvarez & Marsal Canada ULC,
solely in its capacity as receiver and manager of the assets of The Rosseau Resort
Developments Inc., and not in its personal capacity**

RECITALS

A. By Order dated May 22, 2009 (the "Initial Appointment Order"), the Ontario Superior Court of Justice (the "Court") appointed Alvarez & Marsal Canada ULC ("A&M") and McIntosh & Morawetz Inc., as trustee and interim receiver, respectively, pursuant to Section 68 of the Construction Lien Act (Ontario) and Section 47(1) of the Bankruptcy and Insolvency Act (Canada), of all the property, assets and undertakings (collectively, the "Assets") of The Rosseau Resort Developments Inc. ("RRDI"). By Amended and Restated Order dated June 2, 2009 (the "Appointment Order"), the Court continued the appointments made by the Initial Appointment Order and also appointed A & M as receiver and manager of the Assets of RRDI pursuant to Section 101 of the Courts of Justice Act (Ontario) (the "Receiver").

B. RRDI is the owner of certain real property located on Lake Rosseau, in Muskoka, Ontario (the "Property"). RRDI has constructed a condominium hotel on the Property consisting of 221 condominium hotel units (the "Units") as well as a lobby, restaurants, lounge/bar, meeting

rooms, ballrooms, administrative offices, parking, spa, swimming pools, recreational facilities, retail components and certain other amenities and related facilities (the "Hotel").

C. As of the date of the Initial Appointment Order, RRDI had either sold Units to purchasers, or had entered into agreements of purchase and sale with purchasers (all purchasers referred to herein, collectively as, "Unit Purchasers").

D. RRDI offered Unit Purchasers several types of incentives and benefits ("Purchaser Incentives") which were either included in the terms of their agreements of purchase and sale between Unit Purchasers and RRDI or provided in separate ancillary agreements to their agreements of purchase and sale (such agreements collectively defined as the "APS"). These Purchaser Incentives consisted of, depending on the terms as set out in the APS, one or more of the following: (a) a lease agreement with RRDI, whereby RRDI agreed to lease a Unit purchased by a Unit Purchaser for a period of either 3 or 4 years (an "Original Lease"); (b) "Indulgence Cards" in denominations of \$10,000, \$20,000, or \$30,000 for use by the Unit Purchaser to pay for amenities and services at the Hotel ("Indulgence Cards"); and/or (c) payment on behalf of Unit Purchasers by RRDI of certain expenses, including property taxes, condominium corporation fees, utilities charges, telecommunications charges, common expense subsidies, contributions to the FF&E reserve fund established by the Current Rental Pool Management Agreements (defined below) executed or to be executed by Unit Purchasers, payment of Marriott Gold membership fees, payment of Resort to Resort membership fees, or payment of Red Leaves Resort Association entry and/or membership fees, or credits against the agreed upon purchase price for the Unit pursuant to the APS at the time of closing (collectively, "Other Incentives").

E. The Purchaser is a Unit Purchaser who has an agreement with RRDI to purchase a Unit or Units from RRDI, which purchase transaction has not closed. In accordance with the Purchaser's APS, a copy of which is attached hereto as Schedule "A", the Purchaser may have been entitled to receive certain Purchaser Incentives from RRDI on closing.

F. The Purchaser is currently a party or is required under the Purchaser's APS to become a party to a Rental Pool Management Agreement (the "Current Rental Pool Management Agreement") between the Purchaser and The Rosseau Resort Management Services Inc. ("RRMSI") whereby RRMSI shall agree or has agreed, as the case may be, to provide services to the Purchaser as rental pool manager. The Receiver intends, on behalf of RRDI, to repudiate the verbal arrangements whereby RRDI delegated the services of rental pool manager to RRMSI, and to repudiate the current Amended and Restated Hotel Management Agreement with Marriott Hotels of Canada Ltd. ("Marriott"), to which RRMSI is a party, which will result in RRMSI no longer being able to perform its obligations under the Current Rental Pool Management Agreement. In order to facilitate the continued operation of the Hotel and rental pool, the Receiver intends to cause RRDI to enter into a new management agreement with Marriott for the Hotel (the "New Hotel Management Agreement") and new rental pool management agreements with Unit Purchasers on the terms and conditions as set out in the form attached hereto as Schedule "B" (the "New Rental Pool Management Agreement"), all with the approval of the Court. The Receiver, on behalf of RRDI, has sent a letter dated August 6, 2009 to all Unit Purchasers, identifying the material changes to the form of Current Rental Pool Management Agreement.

G. By Order of the Court dated June 2, 2009 and registered against the Property as Instrument No. MT67149 (the "Approval and Vesting Order"), the Receiver was authorized to complete the agreements of purchase and sale with Unit Purchasers who have not yet closed their transaction. Furthermore, the Approval and Vesting Order provided the mechanism for the vesting of title in and to the applicable Unit or Units in favour of the applicable Unit Purchaser and for the extinction of the financial encumbrances noted therein.

H. The Receiver has taken the position that it can compel the Purchaser to close the purchase transaction that the Purchaser has outstanding pursuant to the Purchaser's APS with RRDI, without honouring any Purchaser Incentives that the Purchaser may have been entitled to receive from RRDI. However, to facilitate closings and in order to resolve all issues with Unit Purchasers in respect of the Purchaser Incentives and otherwise, by memorandum dated July 8,

2009, the Receiver put forward a without prejudice proposal to all Unit Purchasers (the "Receiver Proposal"), providing the terms and conditions on which the Receiver proposed to settle all claims and potential claims with Unit Purchasers.

I. The Purchaser, having accepted the Receiver Proposal, has agreed to the terms of this Unit Purchaser Settlement Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Agreement witnesses the agreement between the parties as follows:

1. **Closing.** The Purchaser hereby agrees to complete the transaction to purchase the Unit or Units that are the subject of the Purchaser's APS, on September 21, 2009, as may be extended by notice from the Receiver, or on such other date as may be agreed to between the parties, on the terms and conditions set out in the Purchaser's APS, as amended by this Agreement, all other terms and conditions to remain the same, and time to be of the essence.
2. **Approval and Vesting Order.** The Purchaser acknowledges and agrees that RRDI will transfer title to the Unit or Units being purchased by the Purchaser pursuant to the Purchaser's APS, and the financial encumbrances registered against the Property (and described more fully in the Approval and Vesting Order) will be extinguished, by Approval and Vesting Order.
3. **New Lease.** Where the Purchaser has been offered by or received from RRDI as a term of the Purchaser's APS an Original Lease (regardless of whether the Original Lease has been executed by the Purchaser or not as of the date of this Agreement), the Purchaser agrees to enter into a new lease with RRDI in respect of the Unit to be purchased by the Purchaser, on the following basic terms and conditions, in the form attached hereto as Schedule "C", to be completed with the particulars of the Purchaser and the Unit (the "New Lease"):

- (a) The term of the New Lease will commence on the closing of the purchase transaction and terminate on the original termination date of the Original Lease between the Purchaser and RRDI;
- (b) The annual rent under the New Lease will be an amount equal to 50% of the annual rent under the applicable Original Lease, payable to the Purchaser on a quarterly basis;
- (c) The New Lease shall not be assignable and shall automatically terminate on the sale of the applicable Unit by the Purchaser;
- (d) On closing of the Purchaser's APS, an amount sufficient to meet all rent payable under the New Lease shall be deducted from the net sale proceeds arising from the Purchaser's purchase and deposited to an interest bearing trust account to be administered by the Receiver (or such other trustee or escrow agent as may be arranged by the Receiver); and
- (e) Rent payable under the New Lease by RRDI will be payable quarterly commencing on the first day of the fourth full month following the commencement date.

4. **Verification of Original Lease.** Where the Purchaser has an entitlement to an Original Lease under the Purchaser's APS, the Purchaser agrees that the obligation of RRDI hereunder to enter into a New Lease is subject to verification by the Receiver of the terms of the Original Lease. In order to complete this verification, the Purchaser agrees to confirm within five business days of execution of this Agreement the terms of the Original Lease to which the Purchaser was entitled pursuant to the Purchaser's APS, and to provide such further or other information to satisfy the Receiver as to such terms.

5. **Indulgence Cards and Other Incentives.** Where RRDI has an obligation to the Purchaser in respect of the Indulgence Cards and/or Other Incentives pursuant to the Purchaser's APS, RRDI hereby agrees to honour 50% of the value of such Purchaser Incentives (to the extent

such Purchaser Incentives have not already been satisfied) agreed to by RRDI under the Purchaser's APS, on the following terms:

- (a) On closing of the Purchaser's APS, an amount sufficient to honour 50% of the Purchaser's Indulgence Cards shall be deducted from the net sale proceeds arising from the Purchaser's purchase and deposited into an interest bearing trust account to be administered by the Receiver (or such other trustee or escrow agent as may be arranged by the Receiver), to be applied in honouring 50% of the value of Indulgence Cards.
- (b) RRDI's obligation hereunder to honour 50% of the value of Indulgence Cards is restricted to a maximum usage by the Purchaser of \$2,500 per month, inclusive of GST, PST, HST (when applicable) and other taxes, fees, and charges.
- (c) For the Purchaser's Other Incentives that were to be satisfied as a credit against the purchase price payable on closing pursuant to the Purchaser's APS, the obligation hereunder to honour 50% of such Other Incentives shall be satisfied on closing of the purchase of the Purchaser's Unit or Units, as a credit against the purchase price paid by the Purchaser.
- (d) For the Purchaser's Other Incentives other than those referred to in paragraph (c) above, an amount sufficient to honour 50% of the Purchaser's Other Incentives shall be deducted from the net sale proceeds arising from the Purchaser's purchase and deposited into an interest bearing trust account to be administered by the Receiver (or such other trustee or escrow agent as may be arranged by the Receiver), to be applied in honouring 50% of the value of the Other Incentives.

6. **Verification.** Where the Purchaser has an entitlement to Indulgence Cards or Other Incentives under the Purchaser's APS, the Purchaser agrees that the obligation of RRDI hereunder to honour Indulgence Cards and Other Incentives is subject to the following:

- (a) verification by the Receiver of the amounts of all Indulgence Cards and Other Incentives agreed to by RRDI with all Unit Purchasers executing settlement

agreements with the Receiver (“Settlement Agreements”), and confirmation that such amounts do not exceed \$3.7 million. In order to complete this verification, the Purchaser agrees to confirm within five business days of execution of this Agreement that the amount and value of the Purchaser’s Indulgence Cards and Other Incentives are as set out in the Purchaser’s APS attached hereto as Schedule “A”, or to provide such further or other information to satisfy the Receiver as to the amount and value of the Purchaser’s Indulgence Cards and Other Incentives; and

- (b) in the event that the obligations of RRDI to all Unit Purchasers who execute Settlement Agreements in respect of Indulgence Cards and Other Purchaser Incentives exceeds the aggregate amount of \$3.7 million, all Unit Purchasers executing Settlement Agreements agree that all Unit Purchasers shall share their entitlement to Indulgence Cards and Other Incentives under their respective Settlement Agreements, in the amounts as confirmed by the Receiver pursuant to Section 6(a) above, on a pro rata basis calculated on a total amount available to satisfy and honour such obligations of \$3.7 million.

7. **Receiver’s Conditions.** The obligation of RRDI to perform hereunder is subject to the following conditions being fulfilled or performed, any one or more of which may be waived by the Receiver in its sole discretion:

- (a) the Purchaser shall have completed and closed the purchase contemplated by the Purchaser’s APS, as amended by this Agreement;
- (b) (i) if the Purchaser has already been granted interim occupancy pursuant to the Purchaser’s APS, then by no later than September 14, 2009, the Purchaser shall have executed and delivered to the Receiver a New Rental Pool Management Agreement with RRDI, by its Receiver, in the form attached hereto as Schedule “B”; which New Rental Pool Management Agreement will be effective when the New Hotel Management Agreement is effective; and (ii) if the Purchaser has not yet been granted interim occupancy pursuant to the Purchaser’s APS, then the Purchaser shall have executed and delivered to the Receiver a New Rental Pool

Management Agreement, in the form attached hereto as Schedule "B", on the closing of the purchase contemplated by the Purchaser's APS, as amended by this Agreement;

- (c) on the closing of the purchase contemplated by the Purchaser's APS, as amended by this Agreement, the Purchaser shall have executed and delivered to the Receiver a full and final release of all claims against RRDI, the Receiver, WestLB AG, Fortress Credit Corp., CIT Financial Ltd., Raiffeisen Zentralbank Osterreich AG, Ken Fowler Enterprises Ltd., Red Leaves Partnership, and RRMSI, in the form attached hereto as Schedule "D", other than in respect of the Purchaser's unsecured claim, if any, against the estate of RRDI for damages for the loss of any Purchaser Incentive;
- (d) the Purchaser shall have complied with and performed all of its obligations contained in this Agreement;
- (e) the execution of a Unit Purchaser Settlement Agreement in the form identical hereto by 85% of Unit Purchasers who have an outstanding APS and who have an entitlement to Purchaser Incentives, or by such lesser number as may be approved and agreed to by the Receiver;
- (f) no action or proceeding, at law or in equity shall have been commenced or threatened by any person, firm, company, government, regulatory body or agency to enjoin, restrict or prohibit the completion of this Agreement;
- (g) an Order shall have been obtained in form and substance satisfactory to the Receiver authorizing and approving this Agreement, the New Hotel Management Agreement, and the form of New Rental Pool Management Agreement; and
- (h) the New Hotel Management Agreement shall be in effect.

8. **Entire Agreement.** The parties acknowledge that this Agreement (together with the Purchaser's APS) is intended to be the entire agreement between the parties, and that there are no representations, warranties or conditions affecting this Agreement other than as are expressly

contained herein. The Purchaser further acknowledges and agrees that nothing herein contained shall be or shall be deemed to be an admission of liability on the part of RRDI or the Receiver.

9. **Further Assurances.** The parties agree that each will provide such other and further documents and assurances or take such further action as may be necessary to give effect to the intent of this Agreement.

10. **Waiver.** Any waiver by either party of any of the terms or conditions of this Agreement shall not be deemed to be a waiver of any subsequent failure to comply with such terms or conditions or a waiver of any other terms or conditions of this Agreement.

11. **Assignment.** The Purchaser shall not assign or transfer its interest in this Agreement. The Receiver may assign or transfer its interest in and obligations under this Agreement on notice to the Purchaser, without the consent of the Purchaser. This Agreement shall be binding upon the heirs, executors, administrators, successors and, where applicable, assigns of the parties and will be for the benefit of the parties and their respective successors and, where applicable, assigns.

12. **Governing Law.** This Agreement will be construed according to the laws in force in the Province of Ontario.

13. **Counterpart.** This Agreement may be executed in counterpart and by facsimile or electronic mail transmission. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

12. **Deadline.** The Purchaser shall have until 5:00 p.m.. (EDT) on Friday, August 21, 2009 to accept this offer by returning to the Receiver an executed copy of this Agreement, subject to any extension to which the Receiver may agree, after which time, if not accepted, this offer shall be null and void.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date and year first above-written.

INDIVIDUAL PURCHASER

Witness: _____

Name: _____

[OR]

CORPORATE PURCHASER

Per: _____

I have the authority to bind the corporation

THE ROSSEAU RESORT DEVELOPMENTS INC.,
by Alvarez & Marsal Canada ULC, solely in its
capacity as receiver and manager appointed under the
Courts of Justice Act (Ontario) of the Assets of THE
ROSSEAU RESORT DEVELOPMENTS INC., and
not in its personal capacity

Per: _____

APPENDIX “J”

FULL AND FINAL RELEASE

IN CONSIDERATION OF the terms of the Unit Purchaser Settlement Agreement between the Releasor and Alvarez & Marsal Canada ULC, in its capacity as receiver and manager of The Rosseau Resort Developments Inc. (“RRDI”), and not in its personal capacity, and the mutual agreements and covenants provided for therein (capitalized terms contained herein not otherwise defined shall have the meaning as defined in the Unit Purchaser Settlement Agreement executed by the Releasor):

[Name of Individual Releasor] for [himself] and [his] heirs, executors, administrators, and assigns (hereinafter the “Releasor”),

or

[Name of Corporate Releasor] for itself and its directors, officers, agents, employees, successors and assigns (hereinafter the “Releasor”)

does hereby release, remise and forever discharge

RRDI, Alvarez & Marsal Canada ULC and McIntosh & Morawetz Inc., in their capacities as receiver and manager and trustee, and interim receiver, respectively, of RRDI, as well as in their personal capacities, **WestLB AG, Toronto Branch, in its personal capacity and as Agent, Fortress Credit Corp., CIT Financial Ltd., Raiffeisen Zentralbank Osterreich AG, Ken Fowler Enterprises Ltd., Red Leaves Partnership, Kenneth A. Fowler, Peter Fowler and The Rosseau Resort Management Services Inc.** and the respective directors, officers, agents, employees, successors and assigns of each of them (hereinafter collectively referred to as the “Releasees”)

from any and all actions, causes of action, claims and demands, complaints, debts, covenants, judgments, suits, contracts, dues, duties and accounts, bonds, trust claims, claims for rescission or cancellation, misrepresentation and/or claims for specific performance, whatsoever, howsoever arising, whether in contract or in tort or arising as a result of a fiduciary duty or by virtue of any statute or upon or by reason of any damage, loss or injury whatsoever, whether known, unknown or unsuspected, and whether to any court, tribunal, agency, statutory or regulatory authority, board, arbitrator or other authority, which the Releasor ever had, now has or may hereafter have against the Releasees by reason of any cause, matter, complaint or thing existing up to the date of this Release including but not limited to actions, causes of action, claims, complaints and demands related to or arising out of or in any way connected with (a) an APS executed by the Releasor with RRDI for the purchase of a Unit or Units, or any other agreement between the Releasor and RRDI, (b) a Rental Pool Management Agreement executed by or to be executed by the Releasee with The Rosseau Resort Management Services Inc., (c) the purchase by the Releasor and/or the ownership by the Releasor of a Unit or Units, (d) any breach or alleged breach of any obligations under the *Condominium Act*, the *Securities Act*, or other legislation, (e) the appointment of Alvarez & Marsal Canada ULC and McIntosh & Morawetz Inc., as receiver and manager and trustee, and interim receiver, respectively, of RRDI, and their conduct and activities in respect of such appointments, or (f) any other cause, matter, complaint or thing related to, arising out of, or in any way connected with the management, financing, or operation of the Hotel or the rental pool related thereto.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, the Releasor declares that the intent of this Full and Final Release is to conclude all issues arising from the matters set forth above and it is understood and agreed that this Release is intended to cover, and does cover, not only all known claims, injuries, losses and damages, but also claims, injuries, losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

NOTWITHSTANDING THE FOREGOING this Release does not apply to release RRDI from any unsecured claim by the Releasor for any damages for loss of a Purchaser Incentive by the Releasor. The Releasor acknowledges that any such unsecured

claim is subordinate to the claims of WestLB AG, Toronto Branch, as Agent, and Fortress Credit Corp..

AND FOR THE SAID CONSIDERATION it is agreed and understood that the Releasor will not make any claim or take any proceedings against any other person or corporation who might claim, in any manner or forum, court, tribunal, agency, statutory or regulatory authority, board, arbitrator or other authority, for actions, causes of action, claims, complaints and demands or claims for contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the *Negligence Act* and the amendments thereto and/or under any successor legislation thereto, and/or under the Rules of Civil Procedure, from the Releasees discharged by this Full and Final Release, in connection with the matters outlined above. **IT IS AGREED AND UNDERSTOOD** that if the Releasor commences such an action, or takes such proceedings or complaints, and the Releasees (or any of them) are added to such proceeding in any manner whatsoever, whether justified in law or not, the Releasor will immediately discontinue the proceedings and/or claims or complaints, and the Releasor will be jointly and severally liable to the Releasees for the legal costs incurred in any such proceeding, on a substantial indemnity scale. This Full and Final Release shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor with respect to the matters covered by this Full and Final Release. This Full and Final Release may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor in any subsequent action that the other parties in the subsequent action were not privy to the formation of this Release.

AND IN FURTHER CONSIDERATION of the aforesaid consideration, the Releasor 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 or complaints released herein, nor any of the matters about which it agrees herein not to make any claim, or complaint or take any proceedings.

FULL AND FINAL RELEASE

IN CONSIDERATION OF the terms of the Unit Owner Settlement Agreement between the Releasor and Alvarez & Marsal Canada ULC, in its capacity as receiver and manager of The Rosseau Resort Developments Inc. (“RRDI”), and not in its personal capacity, and the mutual agreements and covenants provided for therein (capitalized terms contained herein not otherwise defined shall have the meaning as defined in the Unit Owner Settlement Agreement executed by the Releasor):

[Name of Individual Releasor] for [himself] and [his] heirs, executors, administrators, and assigns (hereinafter the “Releasor”),

or

[Name of Corporate Releasor] for itself and its directors, officers, agents, employees, successors and assigns (hereinafter the “Releasor”)

does hereby release, remise and forever discharge

RRDI, Alvarez & Marsal Canada ULC and McIntosh & Morawetz Inc., in their capacities as receiver and manager and trustee, and interim receiver, respectively, of RRDI, as well as in their personal capacities, **WestLB AG, Toronto Branch, in its personal capacity and as Agent, Fortress Credit Corp., CIT Financial Ltd., Raiffeisen Zentralbank Osterreich AG, Ken Fowler Enterprises Ltd., Red Leaves Partnership, Kenneth A. Fowler, Peter Fowler and The Rosseau Resort Management Services Inc.** and the respective directors, officers, agents, employees, successors and assigns of each of them (hereinafter collectively referred to as the “Releasees”)

from any and all actions, causes of action, claims and demands, complaints, debts, covenants, judgments, suits, contracts, dues, duties and accounts, bonds, trust claims, claims for rescission or cancellation, misrepresentation and/or claims for specific performance, whatsoever, howsoever arising, whether in contract or in tort or arising as a result of a fiduciary duty or by virtue of any statute or upon or by reason of any damage, loss or injury whatsoever, whether known, unknown or unsuspected, and whether to any court, tribunal, agency, statutory or regulatory authority, board, arbitrator or other authority, which the Releasor ever had, now has or may hereafter have against the Releasees by reason of any cause, matter, complaint or thing existing up to the date of this Release including but not limited to actions, causes of action, claims, complaints and demands related to or arising out of or in any way connected with (a) an APS executed by the Releasor with RRDI for the purchase of a Unit or Units, or any other agreement between the Releasor and RRDI, (b) a Rental Pool Management Agreement executed by or to be executed by the Releasee with The Rosseau Resort Management Services Inc., (c) the purchase by the Releasor and/or the ownership by the Releasor of a Unit or Units, (d) any breach or alleged breach of any obligations under the *Condominium Act*, the *Securities Act*, or other legislation, (e) the appointment of Alvarez & Marsal Canada ULC and McIntosh & Morawetz Inc., as receiver and manager and trustee, and interim receiver, respectively, of RRDI, and their conduct and activities in respect of such appointments, or (f) any other cause, matter, complaint or thing related to, arising out of, or in any way connected with the management, financing, or operation of the Hotel or the rental pool related thereto.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, the Releasor declares that the intent of this Full and Final Release is to conclude all issues arising from the matters set forth above and it is understood and agreed that this Release is intended to cover, and does cover, not only all known claims, injuries, losses and damages, but also claims, injuries, losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

NOTWITHSTANDING THE FOREGOING this Release does not apply to release RRDI from any unsecured claim by the Releasor for any damages for loss of a Purchaser Incentive by the Releasor. The Releasor acknowledges that any such unsecured

claim is subordinate to the claims of WestLB AG, Toronto Branch, as Agent, and Fortress Credit Corp..

AND FOR THE SAID CONSIDERATION it is agreed and understood that the Releasor will not make any claim or take any proceedings against any other person or corporation who might claim, in any manner or forum, court, tribunal, agency, statutory or regulatory authority, board, arbitrator or other authority, for actions, causes of action, claims, complaints and demands or claims for contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the *Negligence Act* and the amendments thereto and/or under any successor legislation thereto, and/or under the Rules of Civil Procedure, from the Releasees discharged by this Full and Final Release, in connection with the matters outlined above. **IT IS AGREED AND UNDERSTOOD** that if the Releasor commences such an action, or takes such proceedings or complaints, and the Releasees (or any of them) are added to such proceeding in any manner whatsoever, whether justified in law or not, the Releasor will immediately discontinue the proceedings and/or claims or complaints, and the Releasor will be jointly and severally liable to the Releasees for the legal costs incurred in any such proceeding, on a substantial indemnity scale. This Full and Final Release shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor with respect to the matters covered by this Full and Final Release. This Full and Final Release may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor in any subsequent action that the other parties in the subsequent action were not privy to the formation of this Release.

AND IN FURTHER CONSIDERATION of the aforesaid consideration, the Releasor 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 or complaints released herein, nor any of the matters about which it agrees herein not to make any claim, or complaint or take any proceedings.

[CORPORATE RELEASOR]

I have the authority to bind the corporation

APPENDIX “K”

Retail Sales Program - Marketing Activity Summary

<u>Media Type</u>	<u>Description</u>	<u>Run Dates [1]</u>
Newspaper:		
Globe & Mail	Full page colour advertisement	July 31 and August 7
Toronto Star	Full page colour advertisement	August 1
Ming Pao	Full page colour advertisement	July 31 to August 2 August 6 to August 9
Toronto Star	Article - New in Homes Section	August 8
National Post	Article - Post Homes Section	August 8
Toronto Sun	Article - New Homes & Condos Section	August 7 and August 9
Radio:		
680 News - Toronto	30 second spot commercial	August 3 to August 11
CHFI 98.1 - Toronto	30 second spot commercial	August 3 to August 11
Q107 - Toronto	30 second spot commercial	August 3 to August 11
CHUM FM 104.5 - Toronto	30 second spot commercial	August 3 to August 11
Moose - Bracebridge/Muskoka	30 second spot commercial	August 3 to August 11
Moose - Huntsville/Lake of Bays	30 second spot commercial	August 3 to August 11
Rock 95 - Barrie	30 second spot commercial	August 3 to August 11
Internet:		
Redleavessale.com	Registration and information website	Launched July 31, 2009
You Tube	7 minute promotional video	Posted August 7, 2009
E-Blasts	E-mail sent to registrants with an update on appointments and link to video	August 10
Other:		
Sales hotline	Registration and information phone line	Launched July 31, 2009
Direct Mail Invitation	Invitation sent to over 14,000 contacts	August 7
Sales catalogue	Provided to brokers	
Information booklets	Available onsite and for brokers	
Video	7 minute promotional video	

Notes:

[1] Full page advertisements and radio commercials will continue to be run until August 22, 2009 the date of the "One-Day Only Sale".

APPENDIX “L”

**The Rosseau Resort Developments Inc. ("RRDI")
by its Receiver and Manager and Trustee of its assets,
Alvarez & Marsal Canada ULC
Receipts and Disbursements for the period - May 22, 2009 to August 12, 2009**

	TOTAL
Receipts:	
Receiver borrowings	\$ 15,000,000.00
Pre-Receivership bank account transfers	55,063.42
Miscellaneous receipts	32,328.47
Marriott GST collected [1]	48,003.01
Total Receipts	\$ 15,135,394.90
 Disbursements:	
RRDI payroll costs incl. source deductions	\$ 277,256.05
Independent contractors	240,696.53
Construction costs	1,394,550.55
Furniture, fixtures & equipment	271,680.58
Red Leaves Resort Association	36,454.11
Construction consultants/contractors	214,094.68
Marriott working capital funding	550,000.00
Marketing & advertising	493,806.18
Utilities & resort operating costs	49,734.69
GST paid	247,096.11
Marriott GST repayment [1]	48,003.01
Insurance	25,839.33
Office expenses	7,947.59
Security	21,410.00
Professional fees	2,229,871.24
Miscellaneous	4,192.56
Transfer to holdback trust account [2]	119,289.42
Total Disbursements	\$ 6,231,922.63
 Excess Receipts over Disbursements	\$ 8,903,472.27

NOTES:

[1] GST related to Marriott's Rosseau Resort hotel operations. GST is remitted by Marriott, however, the GST number is through RRDI's corporate account. GST refunds are collected by RRDI and then flowed back to Marriott.

[2] The Receiver maintains a segregated trust account which holds funds related to construction holdback amounts. These funds will be released to trade contractors pursuant to the provisions of the *Construction Lien Act* (Ontario).