

# **APPENDIX “M”**

## MUTUAL UNDERTAKING

among

THE ROSSEAU RESORT DEVELOPMENTS INC. ("RRDI") by Alvarez & Marsal Canada ULC, solely in its capacity as receiver and manager and trustee of all property, assets and undertakings (the "Assets") of RRDI and not in its personal capacity, and by Alvarez & Marsal Canada Inc., solely in its capacity as interim receiver of the Assets of RRDI and not in its personal capacity (the "Vendor")

- and -

Ken Fowler Enterprises Limited, Red Leaves Resort Partnership,  
1515511 Ontario Inc., Cleavelands House Limited and  
Wallace Marine Limited

March 18, 2011

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WHEREAS the Asset Purchase Agreement between the Vendor and 2244811 Ontario Inc. (the "Purchaser"), WestLB AG, New York Branch (as a consenting party) and the other parties signatory thereto, including the undersigned (with respect to certain specified obligations) dated March 18, 2011 (as may be amended from time to time, the "Purchase Agreement") require that each of the parties hereto deliver an undertaking to proceed in good faith and use reasonable commercial efforts to complete definitive documentation (collectively, the "Resort Association Agreements") relating to the Red Leaves Resort Association, the principal terms of which are set out on Schedule "A" hereto;

AND WHEREAS this Mutual Undertaking is delivered by the parties hereto in satisfaction of such obligation;

AND WHEREAS capitalized terms not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

For good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, each of the parties hereto, on their own behalf and on behalf of their affiliates and other related parties, hereby agrees, undertakes and confirms the following:

1. Each of the undersigned agrees and undertakes to use reasonable commercial efforts to negotiate and settle binding definitive documentation which incorporates, reflects and gives effect to the terms and conditions set out on Schedule "A" hereto. In furtherance thereof, each of the parties hereto shall negotiate in good faith and execute and/or deliver whatever agreements, documents and/or payments, and take such actions and do such things, as may be reasonably required to implement and complete the Resort Association Agreements, and each of the parties hereto will use good faith efforts to obtain any approvals and third-party consents, including pursuant to a meeting or meetings of the members of the Resort Association, necessary for the completion of the Resort Association Agreements.

2. The parties hereto acknowledge and agree that the Vendor may assign all right, title and interest in and to this Mutual Undertaking to any party that acquires the right, title and interest of the Vendor in the Hotel, without the prior consent of any party hereto and upon such assignment, the Vendor shall have no continuing duties or obligations in connection with or related to this Mutual Undertaking.
3. The Vendor undertakes that should it sell its right, title and interest in and to the Hotel to any party, such sale shall be subject to the purchaser assuming in writing the obligations of the Vendor, under this Mutual Undertaking, following which the Vendor shall have no continuing duties or obligations hereunder.

This Mutual Undertaking may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Each counterpart may be delivered by way of facsimile or via e-mail including by way of pdf.

*[intentionally left blank]*

The Rosseau Resort Developments Inc.  
("RRDI") by ALVAREZ & MARSAL  
CANADA ULC, solely in its capacity as  
receiver and manager and trustee of the  
Assets of RRDI and not in its personal  
capacity, and by Alvarez & Marsal Canada  
Inc., solely in its capacity as interim  
receiver of the Assets of RRDI and not in  
its personal capacity

By:   
Name: R MORAWETZ  
Authorized Signing Officer

FOWLER ENTERPRISES LIMITED

By:  
Name:  
Authorized Signing Officer

RED LEAVES RESORT PARTNERSHIP

By:  
Name:  
Authorized Signing Officer

1515511 ONTARIO INC.

By:  
Name:  
Authorized Signing Officer

The Rosseau Resort Developments Inc.  
("RRDI") by ALVAREZ & MARSAL  
CANADA ULC, solely in its capacity as  
receiver and manager and trustee of the  
Assets of RRDI and not in its personal  
capacity, and by Alvarez & Marsal Canada  
Inc., solely in its capacity as interim  
receiver of the Assets of RRDI and not in  
its personal capacity

By:

Name:

Authorized Signing Officer

  
KEN

FOWLER ENTERPRISES LIMITED

By: 

Name:

Authorized Signing Officer

RED LEAVES RESORT PARTNERSHIP

By: 

Name:

Authorized Signing Officer

1515511 ONTARIO INC.

By: 

Name:

Authorized Signing Officer

CLEVELANDS HOUSE LIMITED

By: 

Name:

Authorized Signing Officer

WALLACE MARINE LIMITED

By: 

Name:

Authorized Signing Officer

## SCHEDULE "A"

### PRINCIPAL TERMS OF AGREEMENT RELATING TO RED LEAVES RESORT ASSOCIATION

1. **Parties:** Red Leaves Resort Partnership ("RLRP"), The Rosseau Resort Developments Inc. ("RRDI"), 1515511 Ontario Inc. and its assigns ("The Rock"), Butson's Boat Shop Ltd. ("Butson's"), Clevelands House Ltd. ("Clevelands"), the Red Leaves Resort Association (the "Association"), and other parties as may be appropriate.
2. **Definitions:** Capitalized terms not defined herein are as defined in the Bylaw of the Association (the "Bylaw").
3. **Effective Period:** Until April 30, 2013 ("Term").
4. **Financial Terms:**
  - (a) The arrears of fees shown as owing by members of the Association as of April 30, 2010 that are identified at column B of Appendix A hereto are to be waived by the Association.
  - (b) RRDI will pay to the Association arrears of fees at April 30, 2010 as follows, which are not waived:
    - (i) Basic Fees \$29,534;
    - (ii) Real Estate Revenue Fees \$12,377;
    - (iii) Entry Fees \$12,377;
    - (iv) Rental Royalty Fees (collected by Marriott but not remitted to the Association) \$25,984;
    - (v) Rental Revenue Fees (collected by Marriott but not remitted to the Association) \$44,187;
    - (vi) RRDI is to be credited against these amounts with a pre-payment of \$36,454.11, with balance to be paid to Association.
  - (c) The Extraordinary Fees owing by RLRP to the Association in the amount of \$185,964 will be set off against the sums of \$298,812 and \$122,002 owing by the Association to RLRP. The balance owing to RLRP by the Association will be forgiven by RLRP.
  - (d) RLRP will forgive the deferred organization costs of \$169,172 paid by RLRP on behalf of the Association.

- (e) Effective as of April 30, 2010, the sole fees payable by Members of the Association for the fiscal years ending April 30, 2011, 2012, and 2013 are as follows:
- (i) Owners of Lodging Lots (including RRDI):
    - Basic Fees of \$0.00;
    - Rental Royalty Fee of 1% of Rental Revenue
  - (ii) RRDI (as vendor of Resort Lots, Commercial Operator, and rental pool manager):
    - Real Estate Sales Revenue Fees of 0% of sale price of Resort Lots
    - Basic Fees of \$0.00
    - Sale Royalty Fees of 0%
    - Rental Revenue Fees of 1.7% of Rental Revenue (as collected on behalf of RRDI by Marriott as resort amenity fee)
  - (iii) Commercial Operators:
    - Butson's – Basic Fees of \$0.25 per square foot and Sales Royalty Fees of 1% of revenue
    - The Rock – Basic Fees of \$0.10 per square foot and Sales Royalty Fees of 1% of revenue
  - (iv) Owner of Recreational Operations (The Rock):
    - Recreation Revenue Fees of 1% of Recreation Revenue
    - Real Estate Sales Revenue Fees of 0%
  - (v) Associate Member (Clevelands):
    - \$1.00 per square foot of total hotel room area prorated for number of days premises are made available for use by public
    - Real Estate Sales Revenue Fees of 0%
  - (vi) Condominium Purchasers:
    - Entry Fee of 0% for purchase from a developer
    - Entry Fee of 1% on resale price of Resort Lots



(vii) RLR Group:

- Real Estate Sales Revenue Fees of 0%
- Basic Fees of \$0.00
- Sales Royalty Fees in respect of future commercial operations of 0%
- Basic Fees and Sales Royalty Fees as a Commercial Operator of \$0.25 per square foot and 1% respectively
- Rental Revenue Fees of any future Hotel developed of 1.7% of Rental Revenue

(viii) Developers:

- Entry Fees on a purchase from RRDI or RLR Group of 0%
- Real Estate Sales Revenue Fees of 0% on sale price of Resort Lots.

- (f) RRDI (and any assignee of RRDI) agrees to use commercially reasonable efforts to cause Marriott and any replacement manager of The Rosseau to collect Rental Royalty Fees and Rental Revenue Fees from hotel guests and remit such fees on a monthly basis to the Association. RRDI will cause Marriott to remit to the Association amounts collected to date by Marriott on account of Rental Royalty Fees and Rental Revenue Fees.
- (g) The Association waives all defaults arising as a result of any member not paying those fees that have been waived. The waiver of such defaults survives the termination or expiry of the Agreement.

5. **Association's Functions:** The following are to be the Association's principal functions:

- (a) Events, activities and arts & culture programs ("Events Programs");
- (b) Property management and maintenance of the public areas and facilities that are made available to Red Leaves guests;
- (c) Marketing of the Events Programs;
- (d) Administrative, corporate and membership matters necessary for ongoing operations.

6. **Events Programs:** Events Programs are to be developed after consulting from time to time with Marriott and Clevelands. New consulting arrangements with individuals to be entered into on mutually satisfactory terms after discussions with Marriott and Clevelands.
7. **Property Management:** The Association, RLRP and Clevelands, subject to prior written approval of RRDI, are to enter into a written agreement on commercially reasonable terms regarding public access to certain lands owned by RLRP or Clevelands that are designated for public use and for which Association shall be responsible for maintenance, repair, and replacement in accordance with business plan and budget to be prepared.
8. **Association Governance:** During the term of the Agreement, the Association will be governed by a board of five directors. Of those five, one will be appointed by RLRP, one will be appointed by RRDI, one will be appointed by the Lodging Lot owners, and one will be appointed by the owner of recreational operations. The fifth will be the President of the Association. A defaulting party shall no longer have the right to appoint or elect a director and the director appointed by such defaulting party shall be deemed to have resigned. On expiry of the Term all directors will be deemed to have resigned and the Bylaw shall govern the election of directors. The directors shall have no power to exercise any borrowing powers provided for in the Bylaw during the Term.
9. **Business Plan and Budget:** A business plan and budget for the Association is to be prepared for each fiscal year. The business plan and budget for the first fiscal year shall be attached to the Agreement. No business plan or budget is to be approved by the Board unless approved by the director appointed by RRDI.
10. **Insurance:** The Association is to maintain comprehensive general liability insurance coverage in an amount of not less than \$10 million. RLRP shall maintain comprehensive general liability insurance coverage covering areas and facilities designated for public use (the cost of which is to be reimbursed to it by the Association). The Association shall maintain director and officer insurance in an amount of not less than \$10 million. The party responsible for maintaining coverage shall provide proof of coverage to the other parties to the Agreement.
11. **Assignment:** The Agreement may not be assigned without consent of other parties, except that any party may assign the agreement in connection with the sale of its assets without the consent of the other parties.
12. **Special Resolutions:** The parties will take all commercially reasonable steps to have a Special Resolution passed by each class of Members to which it belongs to approve the Agreement.
13. **RLR Group:** Amendments and/or suspensions to the Bylaw of the Association shall be agreed to and passed by special resolutions that amend the definition of RLR Group to provide that it does not include RRDI or RRMSI, and to ensure that

references in the Bylaw are clarified to separate the obligations and entitlements of RRDI and RRMSI from the obligations and entitlements of the RLR Group.

**2011 RED LEAVES RESORT ASSOCIATION  
ESTIMATED FEES FOR 2010 - 2011**

STAKEHOLDER & TYPE OF FEE	Based on sq. ft., % of \$'s	A ARREARS AS AT APR 30, 2010		B FEES WAIVED 2008 - 2009 & 2009 - 2010		C ESTIMATED FEES FOR 2010-2011		SCHEDULE A A - B + C = D TOTAL FEES PAYABLE	
<b>1 LODGING OWNERS (Closed Condo's)</b>									
Basic Annual Fee	\$ 1.00 / \$ .00 per square foot	52,515	\$ 59,061	\$ 59,061	0	0	0	41,275	0
Rental Royalty Fee - 2009-2010 (passed on to guests)			41,275	0					
(Rental Royalty arrears for 2009-2010 include RRO's Rental Royalty arrears)									
Rental Royalty Fee - 2010-2011 (passed on to guests)	1.0 % of gross room revenues	\$ 3,852,220			38,522		38,522		
<b>2 RRO (Unloaded Condo's)</b>									
Basic Annual Fee	\$ 1.00 / \$ .00 per square foot	83,809	83,044	83,044	0	0	0		
Rental Royalty Fee - 2009-2010 (passed on to guests)									
(Rental Royalty arrears for 2009-2010 are included in the Lodging Owners Rental Royalty arrears)									
Rental Royalty Fee - 2010-2011 (passed on to guests)	1.0 % of gross room revenues	\$ 6,147,780			61,478		61,478		
<b>3 COMMERCIAL OPERATORS</b>									
Basic Annual Fee - (Buisson, MSR)	\$1.00 / \$ .25 per square foot	7,678	7,678	7,678	1,920	1,920	1,920		
Basic Annual Fee - (1515511 Ontario Inc)	\$ .00 / \$ .10 per square foot	5,000	0	0	500	500	500		
Sales Royalty - (Buisson, MSR)	1 % of revenues over \$ 100K	0	0	0	0	0	0		
Sales Royalty - (1515511 Ontario Inc)	1 % of revenues	361,860	0	0	3,619	3,619	3,619		
<b>4 RRO</b>									
(Spa, Restaurant, Retail, Conference)									
Basic Annual Fee - (Commercial Areas)	\$1.00 / \$ .25 per square foot	26,046	26,046	0	6,512	6,512	32,558		
Basic Annual Fee - (Conference Areas)	\$ .25 per square foot	13,950	3,488	0	3,488	3,488	6,976		
Sales Royalty Fee	NIL		0	0	0	0	0		
<b>5 RRO - (Formerly RRMS)</b>									
Rental Revenue Fee - 2009-2010 (passed on to guests)	1.7 % of gross room revenues		41,275	0	0	0	41,275		
Rental Revenue Fee - 2010-2011 (passed on to guests)	1.7 % of gross room revenues	\$ 10,000,000		0	170,000		170,000		
<b>6 RRO</b>									
Real Estate Sales Revenue Fee (Closed 2009 - 2010)	.25% of purchase price		12,377	0	0	0	12,377		
Real Estate Sales Revenue Fee 2010 - 2011	.25% of purchase price	Unknown							
<b>7 CONDO PURCHASERS</b>									
Entry Fee - (Closed in 2009 - 2010)	.25% of purchase price		12,377	0	0	0	12,377		
Entry Fee - (2010 - 2011)	.25% of purchase price	Unknown							

2011 RED LEAVES RESORT ASSOCIATION  
ESTIMATED FEES FOR 2010 - 2011

STAKEHOLDER & TYPE OF FEE		Based on sq. ft., % of \$'s	A ARREARS AS AT APR 30, 2010	B FEES WAIVED 2008 - 2009 & 2009 - 2010	C ESTIMATED FEES FOR 2010-2011	SCHEDULE A A - B + C = D TOTAL FEES PAYABLE
8	1515511 ONTARIO INC. Recreation Revenue Fees (passed onto patron)	1 % of gross revenues	\$ 1,228,721	0	12,287	12,287
9	CLEVELANDS HOUSE Associate Fees	\$1.00 per square foot	41,880	0	13,080	13,080
10	Marriott Associate Fees	NIL	0	0	0	0
11	RED LEAVES RESORT GROUP (2) Extraordinary Fees - (2008 - 2009 Deficit) Extraordinary Fees - (2009-2010 Deficit) Funds advanced during 2008 - 2009 and 2009-2010	Assuming proposal accepted - estimate 383,719	\$ 125,098 \$ 132,638	0	0	0
	Less: Credit		\$ 544,356	\$ 149,783	\$ 311,405	\$ 448,241
	Note:				\$ 46,731	\$ 36,454
	1 RRDI prepaid on July 17, 2009 \$ 36,454.11 plus GST based on the estimated fees of RRDI and RRMSI owed to the Association during the months of July, August, September and October. This amount should be credited against the total fees owing by RRDI for 2009 - 2010 of \$ 83,185 resulting in a net amount owing of \$					411,787
	2 If the restructuring proposal is accepted by all parties, after netting the deficits against advances reflected in item 11, the balance (\$ 125,983 ) owing by the Association to Red Leaves Resort Group may be forgiven by the Group to eliminate the Association's debt for the periods 2008 -2009 and 2009 - 2010					
	3 Repayment of deferred organization costs of \$ 169,171 may be forgiven by the Red Leaves Resort Group					
	4 The net fee proceeds of \$ 399,409 includes fee arrears of 2009-2010 that were not waived of \$ 124,458 but includes no Real Estate Sales Revenue Fees or Entry Fees for 2010-2011					

# **APPENDIX “N”**

## ACKNOWLEDGEMENT AND UNDERTAKING

TO: Alvarez & Marsal Canada ULC solely in its capacity as receiver and manager and trustee of all property, assets and undertakings (the "Assets") of The Rosseau Resort Developments Inc. ("RRDI") and not in its personal capacity and Alvarez & Marsal Canada Inc., solely in its capacity as interim receiver of the Assets of RRDI and not in its personal capacity (the "Vendor")

AND TO: Any purchaser of the condominium hotel known as The Rosseau, a J.W. Marriott Hotel and Spa located on Lake Rosseau, Muskoka, Ontario (the "Hotel") from the Vendor (a "Subsequent Purchaser")

RE: Asset Purchase Agreement between the Vendor and 2244811 Ontario Inc. (the "Purchaser"), WestLB AG, New York Branch ("WestLB") (as a consenting party) and the other parties signatory thereto, including the undersigned (with respect to certain specified obligations) dated March 18, 2011 (as may be amended from time to time, the "Purchase Agreement")

DATE: March 18, 2011

The undersigned hereby acknowledges and agrees that:

(a) owners of Hotel condominium units and guests of the Hotel will be provided with the same access to tee times at The Rock golf course as any member of the general public; and

(b) it undertakes to negotiate in good faith with the Vendor or any Subsequent Purchaser, if applicable, an agreement on commercially reasonable terms for priority tee times for owners of Hotel condominium units and guests of the Hotel, subject to obtaining the consent to such agreement by its mortgagee Textron Financial Canada Limited, which it shall use reasonable efforts to obtain promptly following the substantial finalization of the proposed terms of the any such agreement.

*[intentionally left blank]*

1515511 ONTARIO INC.

By:   
Name:



## **APPENDIX “O”**

## UNDERTAKING AND CONSENT

TO: Alvarez & Marsal Canada ULC solely in its capacity as receiver and manager and trustee of the property, assets and undertakings (the "Assets") of The Rosseau Resort Developments Inc. ("RRDI") and not in its personal capacity and Alvarez & Marsal Canada Inc., solely in its capacity as interim receiver of the Assets of RRDI and not in its personal capacity (the "Vendor")

RE: Asset Purchase Agreement (the "Purchase Agreement") between the Vendor and 2244811 Ontario Inc. (the "Purchaser"), WestLB AG, New York Branch ("WestLB") (as a consenting party) and the undersigned (with respect to certain specified obligations) dated March 18, 2011 (as may be amended from time to time, the "Purchase Agreement")

DATE: March 18, 2011

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WHEREAS the Asset Purchase Agreement requires that the undersigned deliver certain undertakings and consents to the Vendor;

AND WHEREAS this Undertaking and Consent is delivered by the undersigned to the Vendor in satisfaction of such obligation;

AND WHEREAS capitalized terms not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

For good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, each of the undersigned, on their own behalf and on behalf of their affiliates and other related parties, hereby:

- (a) agrees and undertakes not to oppose the sale of the Purchased Assets or any portion thereof by the Vendor to one or more purchasers, and any vesting order sought in connection therewith, vesting the assets of RRDI, including the Lease, in and to a purchaser, free and clear of all encumbrances (except for the Permitted Liens as defined in the Purchase Agreement, which shall remain) and the distribution of the proceeds of sale to WestLB; and
- (b) consents to the repudiation by the Vendor of any and all oral agreements between and among the undersigned and RRDI.


This Undertaking and Consent may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Each counterpart may be delivered by way of facsimile or via e-mail including by way of pdf.

*[intentionally left blank]*

WALLACE MARINE LIMITED

By:   
Name:  
Authorized Signing Officer

2244811 ONTARIO INC.

By:   
Name:  
Authorized Signing Officer

KEN FOWLER ENTERPRISES LIMITED

By:   
Name:  
Authorized Signing Officer

PETER FOWLER ENTERPRISES LTD.

By:   
Name:  
Authorized Signing Officer

RED LEAVES RESORT PARTNERSHIP

By: 

Name:

Authorized Signing Officer

KEN FOWLER, COLUMBUS, INC.

By: 

Name:

Authorized Signing Officer

KEN FOWLER (N.Y.), INC.

By: 

Name:

Authorized Signing Officer

KEN FOWLER TEXAS, INC.

By: 

Name:

Authorized Signing Officer

2258454 ONTARIO INC.

By: 

Name:

Authorized Signing Officer

1515511 ONTARIO INC.

By: 

Name:

Authorized Signing Officer

CLEVELANDS HOUSE LIMITED

By: 

Name:

Authorized Signing Officer

## **APPENDIX “P”**

## UNDERTAKING, CONSENT, WAIVER and RELEASE

TO: Alvarez & Marsal Canada ULC solely in its capacity as receiver and manager and trustee of the property, assets and undertaking (the "Assets") of The Rosseau Resort Developments Inc. ("RRDI") and not in its personal capacity and Alvarez & Marsal Canada Inc., solely in its capacity as interim receiver of the Assets of RRDI and not in its personal capacity (the "Vendor")

AND TO: WestLB AG, New York Branch ("WestLB")

RE: Asset Purchase Agreement between the Vendor and 2244811 Ontario Inc. (the "Purchaser"), WestLB (as a consenting party) and the undersigned (with respect to certain specified obligations) dated March 8, 2011 (as may be amended from time to time, the "Purchase Agreement")

DATE: March 18, 2011

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WHEREAS the Purchase Agreement requires that the undersigned deliver certain undertakings, consents, waivers, confirmations and agreements to the Vendor;

AND WHEREAS this Undertaking, Consent, Waiver and Release is delivered by the undersigned to the Vendor and/or WestLB, as applicable, in satisfaction of such obligation;

AND WHEREAS capitalized terms not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

For good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, each of the undersigned, on their own behalf and on behalf of their affiliates and other related parties, hereby:

- (a) agrees and undertakes not to oppose the Vendor's reasonable receivership activities, assuming that any such activity would not have a material adverse effect on the undersigned, recognizing, among other things, that there is expected to be no recovery in the receivership for claims assigned by Fortress Credit Corp. to 2258454 and such lack of recovery for 2258454 shall not constitute a "material adverse effect" for the purposes hereof and 2258454 hereby irrevocably and unconditionally releases WestLB, Raiffeisen Bank International AG, legal successor to Raiffeisen Zentralbank Österreich AG ("RZB"), Erste Abwicklungsanstalt ("EAA") and the other Lenders from any and all claims of any nature or kind whatsoever arising from, or any way connected with, WestLB's seeking the appointment of the Receiver over RRDI and the appointment of Alvarez & Marsal Canada ULC as receiver of The Rosseau Resort Management Services Inc.;
- (b) consents to the Receiver on behalf of RRDI delivering a full and final release to WestLB, RZB, EAA and the other Lenders of and from any and all claims of any nature that RRDI may have or could have against them (none of which are admitted) on terms satisfactory to WestLB; and
- (c) waives any requirement of the Vendor to seek approval of or passing of the Vendor's accounts and those of Vendor's counsel by the Court in the receiverships of RRDI and The Rosseau Resort Management Services Inc.

This Undertaking, Consent, Waiver and Release may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Each counterpart may be delivered by way of facsimile or via e-mail including by way of pdf.

WALLACE MARINE LIMITED

By:   
Name:  
Authorized Signing Officer

2244811 ONTARIO INC.

By:   
Name:  
Authorized Signing Officer

KEN FOWLER ENTERPRISES LIMITED

By:   
Name:  
Authorized Signing Officer

PETER FOWLER ENTERPRISES LTD.

By:   
Name:  
Authorized Signing Officer




RED LEAVES RESORT PARTNERSHIP

By:   
Name:  
Authorized Signing Officer

KEN FOWLER, COLUMBUS, INC.

By:   
Name:  
Authorized Signing Officer

KEN FOWLER (N.Y.), INC.

By:   
Name:  
Authorized Signing Officer

KEN FOWLER TEXAS, INC.

By:   
Name:  
Authorized Signing Officer

2258454 ONTARIO INC.

By:   
Name:  
Authorized Signing Officer

1515511 ONTARIO INC.

By:   
Name:  
Authorized Signing Officer

CLEVELANDS HOUSE LIMITED

By:   
Name:  
Authorized Signing Officer

**Confidential Appendix “I”:**

**Summary of Transaction with Prior Purchaser**

**THE DOCUMENTS IN THIS APPENDIX ARE SUBJECT TO A  
SEALING ORDER REQUEST AND ARE TO BE KEPT  
STRICTLY CONFIDENTIAL AND ARE NOT TO BE  
DISCLOSED TO ANYONE EXCEPT THE JUDGE HEARING  
THE MOTION.**

**Confidential Appendix “II”:**

**Bid Summary**

**THE DOCUMENTS IN THIS APPENDIX ARE SUBJECT TO A  
SEALING ORDER REQUEST AND ARE TO BE KEPT  
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THE MOTION.**

**Confidential Appendix “III”:**

**Un-redacted Pages of the Purchase Agreement**

**THE DOCUMENTS IN THIS APPENDIX ARE SUBJECT TO A  
SEALING ORDER REQUEST AND ARE TO BE KEPT  
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DISCLOSED TO ANYONE EXCEPT THE JUDGE HEARING  
THE MOTION.**