

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/02/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FHR Real Estate Corporation		05/02/2006	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Fairmont Hotels & Resorts Inc.
Street Address:	100 Wellington Street West
Internal Address:	Suite 1600, P.O. Box 40
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5K 1B7
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2790150	LE CHATEAU MONTEBELLO
Registration Number:	2818711	CHATEAU WHISTLER

CORRESPONDENCE DATA

Fax Number: (416)868-0673
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 416-601-7713
 Email: cdelint@mccarthy.ca
 Correspondent Name: McCarthy Tetrault LLP, Attn: C. de Lint
 Address Line 1: 66 Wellington St. W., TD Bank Tower
 Address Line 2: Box 48, Suite 4700
 Address Line 4: Toronto, ONTARIO M5K 1E6

ATTORNEY DOCKET NUMBER:	174471-369916
-------------------------	---------------

CH \$65.00 2790150

NAME OF SUBMITTER:	Christine de Lint
Signature:	/christine de lint/
Date:	09/15/2006

Total Attachments: 11

source=Cert of Arrangement and Merger in Fairmont Hotels & Resorts Inc#page1.tif
source=Cert of Arrangement and Merger in Fairmont Hotels & Resorts Inc#page2.tif
source=Cert of Arrangement and Merger in Fairmont Hotels & Resorts Inc#page3.tif
source=Cert of Arrangement and Merger in Fairmont Hotels & Resorts Inc#page4.tif
source=Cert of Arrangement and Merger in Fairmont Hotels & Resorts Inc#page5.tif
source=Cert of Arrangement and Merger in Fairmont Hotels & Resorts Inc#page6.tif
source=Cert of Arrangement and Merger in Fairmont Hotels & Resorts Inc#page7.tif
source=Cert of Arrangement and Merger in Fairmont Hotels & Resorts Inc#page8.tif
source=Cert of Arrangement and Merger in Fairmont Hotels & Resorts Inc#page9.tif
source=Cert of Arrangement and Merger in Fairmont Hotels & Resorts Inc#page10.tif
source=Cert of Arrangement and Merger in Fairmont Hotels & Resorts Inc#page11.tif

Certificate of Arrangement

Certificat d'arrangement

Canada Business Corporations Act


Loi canadienne sur les sociétés par actions

FAIRMONT HOTELS & RESORTS INC.	254413-0
FHR Real Estate Corporation / Corporation Immobilière FHR	434336-1
RESERVE DE LA PETITE NATION INC.	010705-1
3984826 Canada Inc.	398482-6
4345070 Canada Inc.	434507-0
4345096 Canada Inc.	434509-6
4345088 Canada Inc.	434508-8

Name of CBCA corporation(s) involved - Dénomination(s) de la (des) société(s) L.C.S.A. concernée(s)	Corporation number - Numéro de la société
---	---

I hereby certify that the arrangement set out in the attached articles of arrangement, involving the above-referenced corporation(s), has been effected under section 192 of the *Canada Business Corporations Act*.

Je certifie que l'arrangement mentionné dans les clauses d'arrangement annexées, concernant la (les) société(s) susmentionnée(s), a pris effet en vertu de l'article 192 de la *Loi canadienne sur les sociétés par actions*.


Richard G. Shaw
Director - Directeur

May 2, 2006 / le 2 mai 2006
Date of Arrangement - Date de l'arrangement



1 - Name of the applicant corporation(s) - Dénomination sociale de la(des) requérante(s) See attached Schedule B.	2 - Corporation No.(s) - N°(s) de la(des) société(s) See attached Schedule B.
3 - Name of the corporation(s) the articles of which are amended, if applicable Dénomination sociale de la(des) société(s) dont les statuts sont modifiés, le cas échéant N/A	4 - Corporation No.(s) - N°(s) de la(des) société(s) N/A
5 - Name of the corporation(s) created by amalgamation, if applicable Dénomination sociale de la(des) société(s) issue(s) de la(des) fusion(s), le cas échéant FAIRMONT HOTELS & RESORTS INC.	6 - Corporation No.(s) - N°(s) de la(des) société(s) 436671-9
7 - Name of the dissolved corporation(s), if applicable Dénomination sociale de la(des) société(s) dissoute(s), le cas échéant N/A	8 - Corporation No.(s) - N°(s) de la(des) société(s) N/A
9 - Name of other corporations involved, if applicable Dénomination sociale des autres sociétés en cause, le cas échéant N/A	10 - Corporation No.(s) or jurisdiction of incorporation N°(s) de la(des) société(s) ou loi sous le régime de laquelle elle est constituée N/A

11 - In accordance with the order approving the arrangement - Conformément aux termes de l'ordonnance approuvant l'arrangement


- a. The articles of the above named corporation(s) are amended in accordance with the attached plan of arrangement
 Les statuts de la(des) société(s) susmentionnée(s) sont modifiés en conformité avec le plan d'arrangement ci-joint

The name of _____ is changed to _____

Le dénomination sociale de _____ est modifiée pour _____

- b. The following bodies corporate are amalgamated in accordance with the attached plan of arrangement. **See attached Schedule B. (Subject to the terms of the Plan of Arrangement attached hereto.)**
 Les personnes morales suivantes sont fusionnées conformément au plan d'arrangement ci-joint
- c. The above named corporation(s) is/are liquidated and dissolved in accordance with the attached plan of arrangement.
 La(des) société(s) susmentionnée(s) est(sont) liquidée(s) et dissoute(s) conformément au plan d'arrangement ci-joint
- d. The plan of arrangement attached hereto, involving the above named body(ies), corporate is hereby effected.
 Le plan d'arrangement ci-joint portant sur la(des) personne(s) morale(s) susmentionnée(s) prend effet

The Plan of Arrangement attached as Schedule A provides, among other things, that the parties will merge with the same effect as if they were amalgamated under sections 184 and 186 of the Canada Business Corporations Act, except that the separate legal existence of Fairmont Hotels & Resorts Inc. will not cease but will survive the merger. Without limiting the foregoing, the separate legal existence of each subsidiary will cease without any subsidiary being liquidated or wound-up; the parties will continue as one corporation; and the property of each subsidiary will become the property of Fairmont Hotel & Resorts Inc. The restated articles of incorporation of Fairmont Hotels & Resorts Inc., a copy of which is attached as Schedule C, will remain the articles of incorporation of Fairmont Hotels & Resorts Inc., except that the corporate number therein will be changed in accordance with section 6 of these articles of arrangement.

Signature 	Printed Name - Nom en lettres moullées Stuart M. Miller	12 - Capacity of - En qualité de Secretary	13 - Tel. No. - N° de tél. (416) 874-2854
--	--	---	--

FOR REPLY BY MAIL - UNiquement par voie postale
 MAY 02 2006

Schedule A

PLAN OF ARRANGEMENT
UNDER SECTION 192
OF THE CANADA BUSINESS CORPORATIONS ACT

This is the joint plan of arrangement of Fairmont Hotels & Resorts Inc., FHR Real Estate Corporation, 4345070 Canada Inc. (formerly Chateau Lake Louise Corporation), Reserve de la Petite Nation Inc., 3984826 Canada Inc., 4345096 Canada Inc. (formerly 591205 Alberta Limited) and 4345088 Canada Inc. (formerly 588745 Alberta Limited) pursuant to the *Canada Business Corporations Act*.

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Plan, unless there is something in the subject matter or context inconsistent therewith, the following terms will have the respective meanings set out below and grammatical variations of such terms will have corresponding meanings:

"Parties" means, collectively, the Parent and the Subsidiaries, and "Party" means any one of them individually;

"Arrangement" means an arrangement under Section 192 of the CBCA on the terms and subject to the conditions set out in this Plan, subject to any amendments or variations thereto made in accordance with Section 4.1 hereof or made at the direction of the Court in the Final Order;

"Articles of Arrangement" means the articles of arrangement of the Parties in respect of the Arrangement, to be sent to the Director after the Final Order is made;

"CBCA" means the *Canada Business Corporations Act* and the regulations made thereunder, as promulgated or amended from time to time;

"Certificate" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to Subsection 192(7) of the CBCA after the Articles of Arrangement have been filed;

"Court" means the Superior Court of Justice (Ontario);

"Director" means the Director appointed pursuant to Section 260 of the CBCA;

"Effective Date" means the date shown on the Certificate;

"Final Order" means the final order of the Court approving the Arrangement as such order may be amended by the Court at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed;

"Parent" means Fairmont Hotels & Resorts Inc.; and

"Subsidiaries" means, collectively, FHR Real Estate Corporation, 4345070 Canada Inc. (formerly Chateau Lake Louise Corporation), Reserve de la Petite Nation Inc., 3984826 Canada Inc., 4345096 Canada Inc. (formerly 591205 Alberta Limited) and 4345088 Canada Inc. (formerly 588745 Alberta Limited), and **"Subsidiary"** means any one of them individually.

1.2 Sections and Headings

The division of this Plan into sections and the insertion of headings are for reference purposes only and will not affect the interpretation of this Plan. Unless otherwise indicated, any reference in this Plan to a section refers to the specified section of this Plan.

1.3 Number and Gender

In this Plan, unless the context otherwise requires, words importing the singular number include the plural and vice versa and words importing any gender include all genders.

1.4 Time

Time will be of the essence in every matter or action contemplated hereunder.

ARTICLE 2 BINDING EFFECT

2.1 Binding Effect

This Plan will become effective on, and be binding on and after, the Effective Date on the Parties. The Articles of Arrangement will be filed with the Director with the purpose and intent that none of the provisions of this Plan will become effective unless all of the provisions of this Plan will have become effective. The Certificate will be conclusive evidence that the Arrangement has become effective in accordance with its terms.

ARTICLE 3 ARRANGEMENT

3.1 Arrangement

On the Effective Date, the Parties will merge with the same effect as if they were amalgamated under sections 184 and 186 of the CBCA, except that the separate legal existence of the Parent will not cease and the Parent will survive the merger. Without limiting the foregoing, on the Effective Date, the separate legal existence of each Subsidiary will cease without any Subsidiary being liquidated or wound-up; the Parties will continue as one corporation; and the property of each Subsidiary will become the property of the Parent. On and after the Effective Date:

- (a) the Parent will own and hold all property of the Parties, and, without limiting the provisions hereof, all rights of creditors or others will be unimpaired by such merger, and all obligations of the Parties, whether arising by contract or

otherwise, may be enforced against the Parent to the same extent as if such obligations had been incurred or contracted by it;

- (b) the Parent will continue to be liable for the obligations of the Parties;
- (c) all rights, contracts, permits and interests of the Parties will continue as rights, contracts, permits and interests of the Parent as if the Parties continued and, for greater certainty, the merger will not constitute a transfer or assignment of the rights or obligations of any Party under any such rights, contracts, permits and interests;
- (d) any existing cause of action, claim or liability to prosecution will be unaffected;
- (e) a civil, criminal or administrative action or proceeding pending by or against any Party may be continued by or against the Parent;
- (f) a conviction against, or ruling, order or judgment in favour of or against, any Party may be enforced by or against the Parent;
- (g) the articles of incorporation of the Parent will remain the articles of incorporation of the Parent;
- (h) the shares of each Subsidiary will be cancelled without any repayment of capital in respect thereof; and
- (i) no securities will be issued by the Parent in connection with the transaction and the stated capital of the merged corporation will be the same as the stated capital of the Parent.

ARTICLE 4 GENERAL

4.1 Amendments

The Parties may at any time and from time to time amend this Plan by written instrument; provided that any amendment in respect of any matter herein will require prior approval of the Court. The Parties will file a copy of any amendment to this Plan with the Court.

4.2 Severability of Plan Provisions

If, prior to the Effective Date, any provision of this Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Parties may alter and interpret such provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of such provision, and such provision will then be applicable as altered or interpreted and the remainder of the provisions of this Plan will remain in full force and effect and will in no way be invalidated by such alteration or interpretation.

4.3 Further Assurances

At the request of the Parent, each of the Subsidiaries named or referred to in, or subject to, this Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Plan and to give effect to the transactions contemplated herein, notwithstanding any provision of this Plan that deems any transaction or event to occur without further formality.

4.4 Governing Law

This Plan will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Schedule B

Fairmont Hotels & Resorts Inc.	254413-0
FHR Real Estate Corporation / Corporation Immobilière FHR	434336-1
Reserve de la Petite Nation Inc.	010705-1
3984826 Canada Inc.	398482-6
4345070 Canada Inc.	434507-0
4345096 Canada Inc.	434509-6
4345088 Canada Inc.	434508-8

Schedule C



Industry Canada
Canada Business
Corporations Act

Industrie Canada
Loi canadienne sur les
sociétés par actions

FORM 7
RESTATED ARTICLES OF
INCORPORATION
(SECTION 180)

FORMULE 7
STATUTS CONSTITUTIFS
MIS À JOUR
(ARTICLE 180)

1 - Name of corporation - Dénomination de la société FAIRMONT HOTELS & RESORTS INC.	Corporation No. - N° de la société 254413-0
---	---

2 - The place in Canada where the registered office is situated City of Toronto in the Province of Ontario.	Lieu au Canada où est situé le siège social
---	---

3 - The classes and any maximum number of shares that the corporation is authorized to issue The annexed Schedule 1 is incorporated in this form.	Catégories et tout nombre maximal d'actions que la société est autorisée à émettre
---	--

4 - Restrictions, if any, on share transfers None.	Restrictions sur le transfert des actions, s'il y a lieu
--	--

5 - Number (or minimum and maximum number) of directors A minimum of 5 and a maximum of 15.	Nombre (ou nombre minimal et maximal) d'administrateurs
---	---

6 - Restrictions, if any, on business the corporation may carry on There are no restrictions.	Limites imposées à l'activité commerciale de la société, s'il y a lieu
---	--

7 - Other provisions, if any The actual number of directors within the minimum and maximum number set out in paragraph 5 may be determined from time to time by resolution of the directors. Any vacancy among the directors resulting from an increase in the number of directors as so determined may be filled by resolution of the directors.	Autres dispositions, s'il y a lieu
---	------------------------------------

The foregoing restated articles of incorporation correctly set out, without substantive change, the corresponding provisions of the articles of incorporation as amended and supersede the original articles of incorporation.

Cette mise à jour des statuts constitutifs démontre exactement, sans changement substantiel, les dispositions correspondantes des statuts constitutifs modifiés qui remplacent les statuts constitutifs originaux.

Signature <i>Robert B. Hodgins</i>	Date D-J M Y-A 12/8/09/01	FOR DEPARTMENTAL USE ONLY - À L'USAGE DU MINISTÈRE SEULEMENT
Title - Titre Vice President / Treasurer, Canadian Pacific Limited	Filed - Déposée Sept 28/01	<i>883</i>

DSG 06/2001

SCHEDULE 1

The Corporation is authorized to issue an unlimited number of Common Shares, an unlimited number of First Preferred Shares and an unlimited number of Second Preferred Shares.

(1) The rights, privileges, restrictions and conditions attaching to the Common Shares are as follows:

- (a) **Payment of Dividends:** The holders of the Common Shares will be entitled to receive dividends if, as and when declared by the board of directors of the Corporation (the "board") out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board may from time to time determine. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or concurrently with the holders of the Common Shares, the board may in its sole discretion declare dividends on the Common Shares to the exclusion of any other class of shares of the Corporation.
- (b) **Participation upon Liquidation, Dissolution or Winding Up:** In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Common Shares will, subject to the rights of the holders of any other class of shares of the Corporation entitled to receive assets of the Corporation upon such a distribution in priority to or concurrently with the holders of the Common Shares, be entitled to participate ratably in any distribution of the assets of the Corporation.
- (c) **Voting Rights:** The holders of the Common Shares will be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Corporation and (i) to 2 votes in respect of each Common Share held at all such meetings for the 10 Trading Days from and including the date on which the Common Shares are authorized and (ii) to 1 vote in respect of each Common Share held at all such meetings after such 10 Trading Day period, except at separate meetings of or on separate votes by the holders of another class or series of shares of the Corporation. For the purpose of this paragraph, "Trading Day" means a day, other than a Saturday or Sunday, when The Toronto Stock Exchange is open for trading.

(2) The rights, privileges, restrictions and conditions attaching to the First Preferred Shares are as follows:

- (a) **Authority to Issue in One or More Series:** The First Preferred Shares may at any time or from time to time be issued in 1 or more series. Subject to the following provisions, the board may by resolution fix from time to time before the issue thereof the number of shares in, and determine the designation, rights, privileges, restrictions and conditions attaching to the shares of, each series of First Preferred Shares.

- (b) **Voting Rights:** The holders of the First Preferred Shares will not be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation and will not be entitled to vote at any such meeting, except as may be required by law.
 - (c) **Limitation on Issue:** The board may not issue any First Preferred Shares if by so doing the aggregate amount payable to holders of First Preferred Shares as a return of capital in the event of the liquidation, dissolution or winding up of the Corporation or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs would exceed \$500,000,000.
 - (d) **Ranking of First Preferred Shares:** The First Preferred Shares will be entitled to priority over the Second Preferred Shares and the Common Shares of the Corporation and over any other shares ranking junior to the First Preferred Shares with respect to the payment of dividends and the distribution of assets of the Corporation in the event of any liquidation, dissolution or winding up of the Corporation or other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs.
 - (e) **Dividends Preferential:** Except with the consent in writing of the holders of all the First Preferred Shares outstanding, no dividend can be declared and paid on or set apart for payment on the Second Preferred Shares or the Common Shares or on any other shares ranking junior to the First Preferred Shares unless and until all dividends (if any) up to and including any dividend payable for the last completed period for which such dividend is payable on each series of First Preferred Shares outstanding has been declared and paid or set apart for payment.
- (3) The rights, privileges, restrictions and conditions attaching to the Second Preferred Shares are as follows:
- (a) **Authority to Issue in One or More Series:** The Second Preferred Shares may at any time or from time to time be issued in 1 or more series. Subject to the following provisions, the board may by resolution fix from time to time before the issue thereof the number of shares in, and determine the designation, rights, privileges, restrictions and conditions attaching to the shares of, each series of Second Preferred Shares.
 - (b) **Voting Rights:** The holders of the Second Preferred Shares will not be entitled to receive notice of or to attend any meetings of the shareholders of the Corporation and will not be entitled to vote at any such meeting, except as may be required by law.
 - (c) **Limitation on Issue:** The board may not issue any Second Preferred Shares if by so doing the aggregate amount payable to holders of Second Preferred Shares as a return of capital in the event of the liquidation, dissolution or winding up of the Corporation or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs would exceed \$500,000,000.

- (d) **Ranking of Second Preferred Shares:** The Second Preferred Shares will be entitled to priority over the Common Shares of the Corporation and over any other shares ranking junior to the Second Preferred Shares with respect to the payment of dividends and the distribution of assets of the Corporation in the event of the liquidation, dissolution or winding up of the Corporation or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up of its affairs.
- (e) **Dividends Preferential:** Except with the consent in writing of the holders of all the Second Preferred Shares outstanding, no dividend can be declared and paid on or set apart for payment on the Common Shares or on any other shares ranking junior to the Second Preferred Shares unless and until all dividends (if any) up to and including any dividend payable for the last completed period for which such dividend is payable on each series of Second Preferred Shares outstanding has been declared and paid or set apart for payment.