

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Commercial List File No. 14-CV-10798-00CL  
IN THE MATTER OF THE RECEIVERSHIP OF  
CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED,  
1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED,  
1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.

IN THE MATTER OF THE BANKRUPTCY OF  
CRATE MARINE SALES LIMITED

Court File No. 31-1932502

Court File No. 31-1932534  
Court File No. 31-1932548  
Court File No. 31-1932557  
Court File No. 31-1932540  
Court File No. 31-1932555  
Court File No. 31-1932553

IN THE MATTER OF THE BANKRUPTCIES OF  
F.S. CRATE & SONS LIMITED, 1330732 ONTARIO LIMITED,  
1328559 ONTARIO LIMITED 1282648 ONTARIO LIMITED,  
1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.

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**MOTION RECORD OF THE RECEIVER AND TRUSTEE  
(Motion Returnable December 23, 2014)**

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bankruptcy of Crate Marine Sales Limited, F.S. Crate &  
Sons Limited, 1330732 Ontario Limited, 1328559  
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**TO: THE SERVICE LIST**

**SERVICE LIST – December 19, 2014**

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## INDEX

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**TAB 1**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Commercial List File No. 14-CV-10798-00CL

IN THE MATTER OF THE RECEIVERSHIP OF  
CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED,  
1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED,  
1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.

Court File No. 31-1932502

IN THE MATTER OF THE BANKRUPTCY OF  
CRATE MARINE SALES LIMITED

Court File No. 31-1932534  
Court File No. 31-1932548  
Court File No. 31-1932557  
Court File No. 31-1932540  
Court File No. 31-1932555  
Court File No. 31-1932553

IN THE MATTER OF THE BANKRUPTCIES OF  
F.S. CRATE & SONS LIMITED, 1330732 ONTARIO LIMITED,  
1328559 ONTARIO LIMITED 1282648 ONTARIO LIMITED,  
1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.

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**NOTICE OF MOTION**

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A. FARBER & PARTNERS INC. in its capacities as the Court-appointed Receiver (the “**Receiver**”), Interim Receiver, and Trustee in bankruptcy (the “**Trustee**”) of the estates of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited,

1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd. (the “**Debtors**”) will make a Motion to a Judge of the Commercial List, on Tuesday the 23<sup>rd</sup> day of December, 2014 at 10:00 a.m. or soon after that time as the motion can be heard, at 330 University Avenue, 8th Floor, Toronto, Ontario.

**THE PROPOSED METHOD OF HEARING:** The motion is to be heard:

\_\_\_ in writing under subrule 37.12.1(1) because it is made without notice;

\_\_\_ in writing as an opposed motion under subrule 37.12.1(4); or

X  orally.

**THE MOTION IS FOR:**

1. If necessary, an Order abridging the time for service of the Receiver’s and Trustee’s notice of motion and motion record and validating the service of such motion materials;
2. An Order in the form attached as **Schedule “A”**:
  - a) Approving the Second Report (including Supplement) and Third Report of the Interim Receiver (respectively the “**Second and Third Reports**”), and the activities, decisions, and conduct of the Interim Receiver and its counsel as set out in the Second and Third Reports;
  - b) Approving the fees and disbursements of the Interim Receiver and its counsel, Goldman Sloan Nash & Haber LLP (“**GSNH**”); and
  - c) Discharging A. Farber & Partners Inc. as Interim Receiver of the undertakings, property and assets of the Debtors;
3. An Order in the form attached as **Schedule “B”** amending paragraph 21 of the Order dated December 8, 2014 (the “**Appointment Order**”) to provide that the Receiver may borrow up to \$1,000,000 through the Receiver’s Borrowings Charge described in that Order;

4. An Order in the form attached as **Schedule “C”** to establish a property claims procedure;  
and
5. Such further and other relief as this Honourable Court may deem just.

**THE GROUNDS FOR THE MOTION ARE:**

**Approval of the Second and Third Reports and of the fees of the Interim Receiver and GSNH**

1. The Interim Receiver has reported on its activities since in its First Report, and seeks the approval of this Court;
2. The Interim Receiver and GSNH have provided the usual form of affidavit material, including accounts and summaries, for the fees that they have incurred since appointment in this matter;

**Discharge of the Interim Receiver**

3. On November 21, 2014, A. Farber & Partners Inc. was appointed Interim Receiver pursuant to section 47.1 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c.B-3 (the “**BIA**”) of the Debtors;
4. On December 8, 2014 A. Farber & Partners Inc. was appointed Receiver, without security, of all the assets, undertakings, and properties of the Debtors pursuant to section 243(1) of the BIA and section 101 of the Courts of Justice Act, R.S.O. 1990, C. C.43, as amended.
5. A. Farber & Partners Inc. no longer has or requires the powers and obligations of Interim Receiver due to its appointment as Receiver and it is appropriate that the Interim Receiver be discharged to terminate that appointment.

### **Increased Borrowing Power of the Receiver**

6. The Appointment Order limits borrowing by the Receiver to \$500,000.00, but increased borrowing powers of up to \$1,000,000 are necessary to allow the Receiver to continue its mandate as described in the Receiver's Second Report;

### **Proposed Claims Process**

7. As reported in the three reports of the Interim Receiver and the Receiver's and Second Report, customers of the Debtors have provided information regarding transactions involving the Debtors in the sale of boats on behalf of customers without remitting the proceeds to the boat owner, or sales of boats with financing encumbrances that have not been discharged and that now remain outstanding against the original boat owner (and possibly the boat), or of loans to the Debtors to purchase boats under security of title documentation only.
8. The Receiver recommends the implementation of a claims process, as described in the Receiver's Second Report, in order to administer the estate of the Debtors and protect the interests of the creditors of the Debtors as described in the Receiver's Second Report;
9. Rules 3 and 37 of the *Rules of Civil Procedure*;
10. Sections 34 and 187(11) of the *BIA*; and
11. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

1. The Second Report of A. Farber & Partners Inc. as Receiver;
2. The fee affidavit of R. Brendan Bissell sworn December 19, 2014 and exhibits thereto
3. The fee affidavit of Stuard Mitchell sworn December 19, 2014 and exhibits thereto; and
4. Such further and other documentary evidence as counsel may advise and this Honourable Court may accept.

**DATE:** December 19, 2014

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**TO: THE SERVICE LIST**



SCHEDULE "A"

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE ) TUESDAY, THE 23<sup>RD</sup>  
 )  
JUSTICE ) DAY OF DECEMBER, 2014  
 )

B E T W E E N: Court File No. 31-1932502

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CRATE  
MARINE SALES LIMITED

B E T W E E N: Court File No. 31-1932534

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF F.S. CRATE &  
SONS LIMITED

B E T W E E N: Court File No. 31-1932548

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 1330732  
ONTARIO LIMITED

B E T W E E N: Court File No. 31-1932557

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 1328559  
ONTARIO LIMITED

B E T W E E N: Court File No. 31-1932540

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 1282648  
ONTARIO LIMITED

**DISCHARGE ORDER**

**THIS MOTION**, made by A. FARBER & PARTNERS INC. in its capacity as the Court-appointed Interim Receiver (the "Interim Receiver") of the undertaking, property and assets of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited,

1328559 Ontario Limited, and 1282648 Ontario Limited (collectively the "**Debtors**"), for an order:

1. approving the activities of the Interim Receiver as set out in the Second Report dated December 3, 2014 (including Supplement dated December 4, 2014) and Third Report dated December 7, 2014 of the Interim Receiver (respectively the "**Second and Third Reports**");
2. approving the fees and disbursements of the Interim Receiver and its counsel; and
3. discharging A. Farber & Partners Inc. as Interim Receiver of the undertaking, property and assets of the Debtors;

was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Second and Third Reports, the affidavits of the Interim Receiver and its counsel as to fees (the "Fee Affidavits"), and on hearing the submissions of counsel for the Interim Receiver, no one else appearing;

1. **THIS COURT ORDERS** that the time for service of the Interim Receiver's Motion Record dated December 19, 2014 be and hereby is abridged and validated so that this motion is properly returnable today and hereby dispenses with any further requirement for service.
2. **THIS COURT ORDERS** that the activities of the Interim Receiver and its counsel, as set out in the Second and Third Reports, be and hereby are approved.
3. **THIS COURT ORDERS** that the fees and disbursements of the Interim Receiver and its counsel, as set out in the Report and the Fee Affidavits, be and hereby are approved.
4. **THIS COURT ORDERS** that the Interim Receiver be and hereby is discharged as Interim Receiver of the undertaking, property and assets of the Debtors.
5. **THIS COURT ORDERS AND DECLARES** that A. Farber & Partners Inc. is hereby released and discharged from any and all liability that A. Farber & Partners Inc.

now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of A. Farber & Partners Inc. while acting in its capacity as Interim Receiver herein, save and except for any gross negligence or wilful misconduct on the Interim Receiver's part. Without limiting the generality of the foregoing, A. Farber & Partners Inc. is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within interim receivership proceedings, save and except for any gross negligence or wilful misconduct on the Interim Receiver's part.

---

**IN THE MATTER OF THE RECEIVERSHIP OF CRATE MARINE SALES LIMITED, F.S. CRATE  
& SONS LIMITED, 1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED, 1282648  
ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.**

Court File No.: 31-193502  
Court File No.: 31-193534  
Court File No.: 31-193548  
Court File No.: 31-193557  
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Court File No.: 31-193553

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
IN BANKRUPTCY  
(COMMERCIAL LIST)  
Proceedings commenced at  
Toronto**

**DISCHARGE ORDER**

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Ontario Limited, 1328559 Ontario Limited 1282648 Ontario  
Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd.

SCHEDULE "B"

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

Court File No. 14-CV-10798-00CL

THE HONOURABLE ) TUESDAY, THE 23<sup>RD</sup>  
 )  
JUSTICE ) DAY OF DECEMBER, 2014  
 )

B E T W E E N:

IN THE MATTER OF THE RECEIVERSHIP OF CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED, 1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED, 1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.

**ORDER**

**THIS MOTION**, made by A. FARBER & PARTNERS INC. in its capacity as the Court-appointed Receiver (the "Receiver") of the undertaking, property and assets of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd. (the "Debtors"), for an order Amending paragraph 21 of the Order dated December 8, 2014 (the "**Appointment Order**") to provide that the Receiver may borrow up to \$1,000,000 through the Receiver's Borrowings Charge described in that Order was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Receiver's Second Report, and on hearing the submissions of counsel for the Receiver, no one else appearing;

1. **THIS COURT ORDERS** that the time for service of the Receiver's Motion Record dated December 19, 2014 be and hereby is abridged and validated so that this motion is properly returnable today and hereby dispenses with any further requirement for service.

2. **THIS COURT ORDERS** that the Appointment Order be and hereby is amended by striking out the term “\$500,000” in paragraph 21 thereof, and substituting the term “\$1,000,000”. All other terms of the Appointment Order are unaffected.

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**IN THE MATTER OF THE RECEIVERSHIP OF CRATE MARINE SALES LIMITED, F.S. CRATE  
& SONS LIMITED, 1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED, 1282648  
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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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Proceedings commenced at  
Toronto**

**ORDER**

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**SCHEDULE "C"**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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THE HONOURABLE ● ) TUESDAY, THE 23<sup>RD</sup>  
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Commercial List File No. 14-CV-10798-00CL

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Court File No. 31-1932553

IN THE MATTER OF THE BANKRUPTCIES OF  
F.S. CRATE & SONS LIMITED, 1330732 ONTARIO LIMITED,  
1328559 ONTARIO LIMITED 1282648 ONTARIO LIMITED,  
1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.

**PROPERTY CLAIMS PROCEDURE ORDER**

THIS MOTION, made by A. Farber & Partners Inc. in its capacities as the Court appointed Receiver (the "**Receiver**"), and trustee in bankruptcy (the "**Trustee**") of Crate Marine



Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd. (collectively the “**Debtors**”) for an Order substantially in the form included in the Receiver and Trustee’s Motion Record was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Receiver and Trustee’s Notice of Motion, the Second Report of the Receiver dated December ●, 2014 (the "**Second Report**"), and on hearing the submissions of counsel for the Receiver and Trustee, and those other parties present as noted in the counsel slip, no one appearing for the other parties served with the Receiver’s Motion Record, although duly served as appears from the affidavit of service of ● sworn [DATE], filed:

## **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record filed by the Receiver and Trustee, and the Second Report, be and hereby is abridged and validated such that the Motion is properly returnable today.

## **DEFINITIONS**

2. The following terms shall have the following meanings ascribed thereto:
- (a) "**Appointment Order**" means the Amended Order of this Court dated December 8, 2014 by which the Receiver was appointed, as such Order has been or may be supplemented, amended or varied from time to time;
  - (b) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
  - (c) "**BIA**" means *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;

- (d) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (e) **"Claimant"** means any Person having a Property Claim;
- (f) **"Debtors"** means Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd.;
- (g) **"Dispute Notice"** means a written notice to the Receiver, in substantially the form attached as Schedule "E" hereto, delivered to the Receiver by a Claimant who has received a Notice of Disallowance, of its intention to dispute such Notice of Disallowance;
- (h) **"Excluded Claim"** means:
  - (A) claims secured by any of the charges created in the Appointment Order or in the Order of this Court dated November 21, 2014 appointing A. Farber & Partners Inc. as interim receiver over certain of the Debtors;
  - (B) any Secured Claim in connection with Property that has been registered pursuant to the PPSA;
  - (C) any interest in real property, whether in the nature of a proprietary interest, a Secured Claim or otherwise, that is owned or in the possession of the Debtors or any of them;
  - (D) any claim that is a claim provable in bankruptcy within the meaning of the BIA against the Debtors or any of them; and

- (E) any claim for services to be performed, or facilities to be made available, in the future by the Debtors or any of them in connection with boat slips or other storage or accommodations for boats, including, without limiting the generality of the foregoing, in relation to any mooring/licence agreement with the Debtors or any of them;
  
- (i) "**Filing Date**" means the date of the Appointment Order;
  
- (j) "**Instruction Letter**" means the instruction letter to Claimants, in substantially the form attached as Schedule "B" hereto;
  
- (k) "**Known Claimants**" means:
  - (i) those Claimants which, to the knowledge of the Receiver, had a Property Claim against the Debtors as of the Filing Date according to the books and records of the Debtors and which remains outstanding in whole or in part;
  
  - (ii) any Person who commenced a legal proceeding against the Debtors in relation to a Property Claim, which legal proceeding was commenced and served upon the Debtors prior to the Filing Date, and which proceeding is known to the Receiver; and
  
  - (iii) any other Claimant actually known to the Debtors and the Receiver as of the date of this Order;
  
- (l) "**Notice of Disallowance**" means a notice, in substantially the form attached as Schedule "D" hereto, advising a Claimant that the Receiver has revised or

disallowed all or part of the Property Claim set out in the Claimant's Proof of Property Claim;

- (m) **"Notice for Publication"** means the notice to Claimants for publication in substantially the form attached as Schedule "A" hereto;
- (n) **"Person"** includes any individual, partnership, joint venture, trust, corporation, unlimited liability company, unincorporated organization, government body or agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted;
- (o) **"Proof of Property Claim"** means the form of Proof of Property Claim in substantially the form attached as Schedule "C" hereto;
- (p) **"Proof of Property Claim Document Package"** means a document package that includes a copy of the Instruction Letter, a Proof of Property Claim, and such other materials as the Receiver may consider appropriate or desirable;
- (q) **"Property"** means a boat or other tangible personal property in the possession of the Debtors or any of them, or of any Person on behalf of the Debtors or any of them, on the Filing Date or thereafter;
- (r) **"Property Claim"** means any right of any Person in connection with, arising out of, or in relation to Property, including, without limiting the generality of the foregoing:
  - (A) a proprietary claim of any Person to Property, or

(B) a Secured Claim of any Person to Property (which is not an Excluded Claim),

provided, however, that "Property Claim" shall not include an Excluded Claim;

- (s) "**Property Claims Bar Date**" means 4:00 p.m. (Eastern Standard Time) on January 30, 2015, or such later date as may be ordered by the Court;
- (t) "**Property Claims Officer**" means the person or persons so designated by the Receiver and approved by the Court, or designated by the Court, as the case may be;
- (u) "**PPSA**" means the *Personal Property Act*, R.S.O. 1990, c. P.10 as amended;
- (v) "**Proven Property Claim**" has the meaning ascribed to that term in paragraph **16** of this Order;
- (w) "**Receiver**" means A. Farber & Partners Inc. in its capacity as the Court appointed receiver of the Debtors pursuant to the Appointment Order;
- (x) "**Secured Claim**" means any claim or portion thereof that is secured by a security interest, pledge, mortgage, lien, hypothec or charge, or any claim of a "secured creditor" as defined in the BIA; and
- (y) "**Trustee**" means A. Farber & Partners Inc. in its capacity as the trustee in bankruptcy of the estates of the Debtors pursuant to the Appointment Order.

## **RECEIVER'S ROLE**

3. THIS COURT ORDERS that the Receiver, in addition to its prescribed rights and obligations pursuant to the BIA and under the Appointment Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order, and that in taking such other actions and in fulfilling such other roles, the Receiver shall have the protections given to it in the Appointment Order and this Order, including without limitation the protections provided in paragraph [28] of this Order.

4. THIS COURT ORDERS that the procedures and deadlines in this Order shall apply in lieu of the procedures and deadlines set out in the BIA in respect of Property Claims and that the Trustee and Claimants shall not be required to comply with such procedures and deadlines but shall instead comply with the procedures and deadlines in this Order.

5. THIS COURT ORDERS that, for greater certainty, no claim provable in bankruptcy within the meaning of the BIA shall be subject to the claims procedure in this Order, and that such claims shall instead be subject to the procedure set out in the BIA.

## **DETERMINATION OF PROVEN PROPERTY CLAIM**

6. THIS COURT ORDERS that the amount and status of every Property Claim of a Claimant as finally determined in accordance with the forms and procedures authorized in this Order, including any determination as to the nature, priority or validity, or, to the extent that such Property Claim concerns any interest, liability or obligation in relation to a monetary amount, the amount or value, of any Property Claim, (each such Property Claim, when finally determined, a "**Proven Property Claim**"), shall be final and binding for all purposes in these proceedings and in the bankruptcy estates of the Debtors.

## NOTICE TO CLAIMANTS

7. THIS COURT ORDERS that:

- (a) the Receiver shall no later than 10 days following the making of this Order, post a copy of the Proof of Property Claim Document Package on its website, and send on behalf of the Debtors to each of the Known Claimants (for which it has an address) a copy of the Proof of Property Claim Document Package;
- (b) the Receiver shall cause to be published, on two (2) separate days on or before January 15, 2015, the Notice for Publication in each of a local newspaper published in the area of Keswick, Ontario, and also in a Canadian national newspaper; and
- (c) the Receiver shall, provided such request is received by the Receiver prior to the Property Claims Bar Date, deliver as soon as reasonably possible following receipt of a request therefore a copy of the Proof of Property Claim Document Package to any Person claiming to be a Claimant and requesting such material.

8. THIS COURT ORDERS that the Receiver is under no obligation to give notice to or deal with any Person other than the Claimant holding a Property Claim, and without limitation shall have no obligation to give notice to or deal with any Person having a security interest in such Property Claim (including the holder of a security interest created by way of a pledge or a security interest created by way of an assignment of such Property Claim), and such Persons shall be bound by any notices given to the Claimant and any steps taken in respect of such Property Claim in accordance with this Order.

## **PROPERTY CLAIMS**

9. THIS COURT ORDERS that Proofs of Property Claim shall be filed in accordance with this Order with the Receiver and that any Claimant that does not:

- (a) file a Proof of Property Claim as provided for herein such that such Proof of Property Claim is received by the Receiver on or before the Property Claims Bar Date, or
- (b) having filed a Property Proof of Claim has that Property Proof of Claim finally disallowed after exhausting all the dispute and appeal rights pursuant to this Order,

shall be and is hereby:

- (i) forever barred from making or enforcing any Property Claim against the Debtors, or any of them, and
- (ii) declared to be not entitled to any further notice in, and shall not be entitled to participate as a Claimant in these proceedings.

10. THIS COURT ORDERS that the Receiver may deal in accordance with the Appointment Order and any subsequent Orders of this Court with any Property that is not subject to a Property Claim without regard to any Property Claim of any Person.

11. THIS COURT ORDERS that insurers of the Debtors shall not be entitled to rely on the barring of Property Claims provided for in paragraph **9** of this Order.

## **PROOFS OF PROPERTY CLAIM**

12. THIS COURT ORDERS that:



- (a) the Receiver may, where it is satisfied that a Property Claim has been adequately filed, waive strict compliance with the requirements of this Order as to completion and execution of Proofs of Property Claim; and
- (b) if any Property Claim relates to any indebtedness, liability or obligation in a currency other than Canadian dollars, then the Claimant making the Property Claim shall complete its Proof of Property Claim indicating the amount of the Property Claim in such currency, rather than in Canadian dollars or any other currency. The Receiver shall subsequently calculate the amount of such Property Claim in Canadian dollars, using the Bank of Canada noon spot rate on the Filing Date.

#### **REVIEW OF PROOFS OF PROPERTY CLAIM**

13. THIS COURT ORDERS that the Receiver shall review all Proofs of Property Claims that are filed on or before the Property Claims Bar Date and shall accept or disallow (in whole or in part) the status, and, to the extent that such Property Claim relates to any indebtedness, liability or obligation, the amount or value of such Property Claim. At any time, the Receiver may (i) request additional information from a Claimant with respect to a Property Claim, (ii) request that the Claimant file a revised Proof of Property Claim, or (iii) attempt to resolve and settle any issue arising in respect of a Property Claim.

14. THIS COURT ORDERS that where a Property Claim as filed in a Proof of Property Claim has been accepted in writing by the Receiver, such Property Claim shall constitute such Claimant's Proven Property Claim for all purposes, including for the purposes of this proceeding and for the bankruptcy estates of the Debtors or any of them.

15. THIS COURT ORDERS that where a Property Claim as filed in a Proof of Property Claim is disallowed (in whole or in part) by the Receiver, the Receiver shall deliver to the Claimant a Notice of Disallowance, attaching the form of Dispute Notice.

16. THIS COURT ORDERS that where a Property Claim as filed in a Proof of Property Claim has been disallowed (in whole or in part), the disallowed Property Claim (or disallowed portion thereof) shall not be a Proven Property Claim unless the Claimant has disputed the disallowance and proven the disallowed Property Claim (or disallowed portion thereof) in accordance with paragraphs [21 to 23] of this Order.

17. THIS COURT ORDERS that where, in the opinion of the Receiver, there are conflicting Property Proofs of Claim to Property that it cannot resolve, the Receiver may seek determination of such conflicting claims in accordance with paragraphs [21 to 23] of this Order without the necessity of delivering any Notice of Dispute, and in such case notice in accordance with paragraph [30] of this Order shall be given to the Claimants at issue and any Persons affected by such Claims.

#### **DISPUTE NOTICE**

18. THIS COURT ORDERS that any Claimant who intends to dispute a Notice of Disallowance shall file a Dispute Notice with the Receiver as soon as reasonably possible but in any event such Dispute Notice shall be received by the Receiver on or before 4:00 p.m. (Eastern Standard Time) on the day that is fourteen (14) days after the Claimant is deemed to have received the Notice of Disallowance in accordance with paragraph [30] of this Order. The filing of a Dispute Notice with the Receiver within the fourteen (14) day period specified in this paragraph shall constitute an application to have the amount or status of such Property Claim determined as set out in paragraphs [20 to 23] hereof.

19. THIS COURT ORDERS that where a Claimant that receives a Notice of Disallowance fails to file a Dispute Notice with the Receiver within the period provided therefor in paragraph [18] above, the status of such Claimant's Property Claim, and, to the extent that such Property Claim relates to any indebtedness, liability or obligation, the amount or value of such Property Claim, shall be deemed to be as set out in the Notice of Disallowance and such status and amount, if any, shall constitute such Claimant's Proven Property Claim.

### **RESOLUTION OF PROPERTY CLAIMS**

20. THIS COURT ORDERS that as soon as practicable after the delivery of the Dispute Notice to the Receiver, the Receiver, in consultation with any Person affected by the Claimant's Property Claim, shall attempt to resolve and settle the Claimant's Property Claim.

21. THIS COURT ORDERS that in the event that a dispute raised in the Claimant's Dispute Notice is not settled within a time period or in a manner satisfactory to the Receiver, the Receiver may refer the dispute to a Property Claims Officer, if chosen by the Receiver and approved by this Court, for determination, or in the alternative may bring the dispute before the Court by way of Notice of Motion for determination. If the Receiver refers the dispute to a Property Claims Officer for determination, then (i) the Property Claims Officer shall determine the manner, if any, in which evidence may be brought before the Property Claims Officer by the parties and any Person affected by the Property Claim as well as any other matters, procedural or substantive, which may arise in respect of the Property Claim Officer's determination of a Claimant's Property Claim, and (ii) the provisions of paragraphs [21 to 23] of this Order shall apply to the determination of the Property Claims Officer. For greater certainty, the Property Claims Officer may require written submissions, and may limit submissions to written submissions, at the Property Claims Officer's discretion.

22. THIS COURT ORDERS that the Property Claims Officer shall as soon as is practicable, and in any event by no later than (i) thirty (30) days from the closing of submissions (whether written or oral or both), or (ii) such other date as the Property Claims Officer and the Receiver may agree, notify the Claimant, the Receiver and any Persons affected by the Property Claim in writing of the Property Claims Officer's determination of the amount and status of such such Property Claim.

23. THIS COURT ORDERS that the Property Claims Officer's determination of any Claimant's Proven Property Claim shall be final and binding, unless within ten (10) days of the delivery of the Property Claims Officer's determination, the Receiver, the Claimant or any Person affected by the Claimant's Property Claim has filed with this Court an appeal, by way of Notice of Motion, of the Property Claims Officer's determination.

#### **NOTICE OF TRANSFEREES**

24. THIS COURT ORDERS that neither the Debtors nor the Receiver shall be obligated to give notice to or to otherwise deal with a transferee or assignee of a Property Claim as the Claimant in respect thereof unless and until (i) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Receiver, and (ii) the Receiver shall have acknowledged in writing such transfer or assignment, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Claimant" in respect of such Property Claim. Any such transferee or assignee of a Property Claim, and such Property Claim, shall be bound by any notices given or steps taken in respect of such Property Claim in accordance with this Order prior to the written acknowledgment by the Receiver of such transfer or assignment.

25. THIS COURT ORDERS that if the holder of a Property Claim has transferred or assigned the whole of such Property Claim to more than one Person or part of such Property Claim to another Person or Persons, such transfer or assignment shall not create a separate Property Claim or Property Claims and such Property Claim shall continue to constitute and be dealt with as a single Property Claim notwithstanding such transfer or assignment, and the Receiver shall in each such case not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Property Claim only as a whole and then only to and with the Person last holding such Property Claim in whole as the Claimant in respect of such Property Claim. Provided that a transfer or assignment of the Property Claim has taken place in accordance with paragraph [24] of this Order and the Receiver has acknowledged in writing such transfer or assignment, the Person last holding such Property Claim in whole as the Claimant in respect of such Property Claim may by notice in writing to the Receiver direct that subsequent dealings in respect of such Property Claim, but only as a whole, shall be with a specified Person and in such event, such Claimant, such transferee or assignee of the Property Claim and the whole of such Property Claim shall be bound by any notices given or steps taken in respect of such Property Claim by or with respect to such Person in accordance with this Order.

26. THIS COURT ORDERS that the transferee or assignee of any Property Claim (i) shall take the Property Claim subject to the rights and obligations of the transferor/assignor of the Property Claim, and subject to the rights of the Debtors against any such transferor or assignor, including any rights of set-off which the Debtors had against such transferor or assignor, and (ii) cannot use any transferred or assigned Property Claim to reduce any amount owing by the transferee or assignee to the Debtors, whether by way of set off, application, merger, consolidation or otherwise.

27. THIS COURT ORDERS that nothing in this Order is intended to or shall be deemed to permit, enable or authorize the transfer or assignment of a Property Claim or to in any way affect the validity or invalidity of any such transfer or assignment.

### **PROTECTIONS FOR RECEIVER**

28. THIS COURT ORDERS that (i) in carrying out the terms of this Order, the Receiver shall have all of the protections given to it by the BIA and the Appointment Order or as an officer of this Court, including without limitation the stay of proceedings in its favour, (ii) the Receiver shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, except for its own wilful misconduct or gross negligence, (iii) the Receiver shall be entitled to rely on the books and records of the Debtors, and any information provided by the Debtors, all without independent investigation, and (iv) the Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such books, records and information.

### **DIRECTIONS**

29. THIS COURT ORDERS that the Receiver may, at any time, and with such notice as this Court may require, seek directions from the Court with respect to this Order and the Property Claims process set out herein, including the forms attached as Schedules hereto.

### **SERVICE AND NOTICE**

30. THIS COURT ORDERS that any notice or other communication to be given under this Order by the Receiver to a Claimant or other interested Persons, shall be in writing and may be given by sending true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission to such Persons (i) at the address shown on the

Proof of Property Claim filed by that Person, or (ii) if a Proof of Property Claim has not been filed by that Person or does not contain a valid address, then at the address as last shown on the records of the Debtors, and that any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by prepaid ordinary mail or by registered mail, on the fourth Business Day after mailing. Notwithstanding anything to the contrary in this paragraph [30], Notices of Disallowance shall be sent only by (i) facsimile to a number that has been provided in writing by the Claimant, (ii) registered mail, or (iii) courier.

31. THIS COURT ORDERS that any notice or other communication to be given under this Order by a Claimant to the Receiver shall be in writing and will be sufficiently given only if sent by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission addressed to:

A. Farber & Partners Inc.  
Court-appointed Receiver of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd.

Address: 150 York Street, Suite 1600  
Toronto, ON M5H 3S5

Attention: Gena Lowe  
Telephone: (416) 496-3762  
E-mail: [cratemarine@farberfinancial.com](mailto:cratemarine@farberfinancial.com)  
Fax: (416) 496-3839

Any such notice or other communication by a Claimant shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day. Where the communication is to be by way of a form attached as a Schedule to this Order, such communication shall be in substantially the form of the attached Schedule.

**MISCELLANEOUS**

32. THIS COURT ORDERS AND REQUESTS the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any court or any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States and of any other nation or state, to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

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**SCHEDULE "A"**

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**NOTICE TO PROPERTY CLAIMANTS  
of CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED,  
1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED,  
1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.  
(hereinafter referred to as the "Debtors")**

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**RE: NOTICE OF PROPERTY CLAIMS PROCEDURE FOR THE DEBTORS**

**PLEASE TAKE NOTICE** that this notice is being published pursuant to an Order of the Superior Court of Justice of Ontario made on December 23, 2014 (the "Order"). The known property claimants should have received Proof of Property Claim packages by mail, if the Debtors have a current address. Property Claimants may obtain details about what claims are included in this Property Claims process, as well as obtain a copy of the Order and a Proof of Property Claim package from the website of A. Farber & Partners Inc., Court-appointed Receiver of the Debtors, at [www.farberfinancial.com/insolvency-engagements/crate-marine-sales-limited-et-al](http://www.farberfinancial.com/insolvency-engagements/crate-marine-sales-limited-et-al), or by contacting the Receiver by telephone (416) 496-3762.

Proofs of Property Claim must be submitted to the Receiver for any Property Claim as defined in the Order and described in the Instruction Letter for them available on the Receiver's website, listed above.

**Completed Proofs of Property Claim must be received by the Receiver by 4:00 p.m. (Eastern Standard Time) on January 30, 2015 (the "Claims Bar Date"). It is your responsibility to ensure that the Receiver receives your Proof of Property Claim by the above-noted time and date.**

**PROPERTY CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.**

**DATED** at Toronto this \_\_\_\_\_ day of 2014.

## SCHEDULE "B"

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**INSTRUCTION LETTER FOR THE PROPERTY CLAIMS PROCEDURE  
OF CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED,  
1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED,  
1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.  
(hereinafter referred to as the "Debtors")**

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### A. PROPERTY CLAIMS PROCEDURE

By Order of the Superior Court of Justice of Ontario made December 23, 2014, A. Farber & Partners Inc. ("Farber") in its capacity as the Court appointed receiver (the "**Receiver**") of the Debtors has been authorized to conduct a property claims procedure (the "**Property Claims Procedure**").

The Property Claims Procedure is intended for any Person with any Property Claim as defined in the Property Claims Procedure Order and described in the Instruction Letter, which is available on the Court-appointed Receiver's website at [www.farberfinancial.com/insolvency-engagements/crate-marine-sales-limited-et-al](http://www.farberfinancial.com/insolvency-engagements/crate-marine-sales-limited-et-al).

Property Claims do **not** include, among other things:

- claims provable in bankruptcy (unsecured claims), which should be filed with Farber, in its capacity as trustee in bankruptcy of the Debtor, following the procedures under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
- security interests in personal property owned by or in the possession of the Debtors (or anyone on their behalf) if that security interest is registered pursuant to the *Personal Property Security Act* (Ontario);
- any interest in real property (land or buildings), whether in the nature of a proprietary interest, or as a secured claim against land or otherwise; or
- any claim in connection with boat slip rentals or accommodations for boats, including any mooring/licence agreement with the Debtors.

Property Claims may include:

- a proprietary claim (ownership, lease or otherwise) of to any tangible personal property (chattels) in the possession of the Debtors;
- a secured claim of any Person to any tangible personal property (chattels) in the possession of the Debtors that is not registered pursuant to the *Personal Property Security Act* (Ontario);
- a claim of any Person that tangible personal property was sold to the Debtors, or by the Debtors as intermediary or broker, without full payment to that Person and that such

claim attaches to tangible personal property (chattels) in the possession of the Debtors other than money or proceeds;

- a claim of any Person that tangible personal property in the possession of the Debtors or any of them was sold to the Debtors, or by the Debtors as intermediary or broker, without full repayment by the Debtors or any of them of a loan in relation to or secured against that tangible personal property and that such claim attaches to tangible personal property (chattels) in the possession of the Debtors other than money or proceeds; or
- a claim that any Person has paid some or all of the purchase price of Property and a transaction to purchase that Property has not been completed and that such claim attaches to tangible personal property (chattels) in the possession of the Debtors other than money or proceeds.

If you have any questions regarding the Property Claims Procedure, please consult the website of the Court-appointed Receiver, listed above, or contact the Receiver at the address provided below.

All notices and enquiries with respect to the Property Claims Procedure should be addressed to:

A. FARBER & PARTNERS INC.

Court-appointed Receiver of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd.

Address: 150 York Street, Suite 1600  
Toronto, ON M5H 3S5  
Canada

Attention: Gena Lowe  
Telephone: (416) 496-3774  
E-mail: [cratemarine@farberfinancial.com](mailto:cratemarine@farberfinancial.com)  
Fax: (416) 496-3839

## **B. FOR CLAIMANTS SUBMITTING A PROOF OF PROPERTY CLAIM**

If you believe that you have a Property Claim against the Debtors, you will have to file a Proof of Property Claim with the Receiver. **The Proof of Property Claim must be received by 4:00 p.m. (Eastern Standard Time) on January 30, 2015, the Claims Bar Date.**

Additional Proof of Property Claim forms and other information, including a copy of the Order creating the Property Claims Procedure, can be obtained from the Receiver's website at [www.farberfinancial.com/insolvency-engagements/crate-marine-sales-limited-et-al](http://www.farberfinancial.com/insolvency-engagements/crate-marine-sales-limited-et-al), or by contacting the Receiver at the telephone and fax numbers indicated above and providing particulars as to your name, address and facsimile number.

**It is your responsibility to ensure that the Receiver receives your Proof of Property Claim by the above-noted time and date.**

**SCHEDULE "C"**

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**PROOF OF PROPERTY CLAIM RELATING TO CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED, 1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED, 1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.**

(hereinafter referred to as the "**Debtors**")

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Please read carefully the enclosed Instruction Letter for completing this Proof of Property Claim.

**A. PARTICULARS OF CLAIMANT:**

1. Full Legal Name of Claimant:

\_\_\_\_\_

(the "**Claimant**"). (Full legal name should be the name of the original Claimant of the Debtors, notwithstanding whether an assignment of a Property Claim, or a portion thereof, has occurred following December 8, 2014).

2. Full Mailing Address of the Claimant (the original Claimant not the Assignee):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Telephone Number: \_\_\_\_\_

4. E-Mail Address: \_\_\_\_\_

5. Facsimile Number: \_\_\_\_\_

6. Attention (Contact Person): \_\_\_\_\_

7. Has the Property Claim been sold or assigned by the Claimant to another party [check (√) one]?

Yes:  No:

**If “Yes” is checked, please complete Section B. If “No” is checked, please skip section B.**

**B. PARTICULARS OF ASSIGNEE(S) (IF ANY):**

(If Property Claim has been assigned, insert full legal name of assignee(s) of Property Claim . If there is more than one assignee, please attach a separate sheet with the required information.)

8. Full Legal Name of Assignee(s):

\_\_\_\_\_

9. Full Mailing Address of Assignee(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Telephone Number of Assignee(s): \_\_\_\_\_

11. E-Mail Address: \_\_\_\_\_

12. Facsimile Number: \_\_\_\_\_

13. Attention (Contact Person): \_\_\_\_\_

**C. PROOF OF PROPERTY CLAIM:**

I, \_\_\_\_\_  
[name of Claimant or Representative of the Claimant], of

\_\_\_\_\_ do hereby certify:  
(city and province)

(a) that I [check (√) one]

am the Claimant of the Debtor; **OR**

am \_\_\_\_\_ (state position or title) of

\_\_\_\_\_  
(name of claimant)

(b) that I have knowledge of all the circumstances connected with the Property Claim referred to below.

**D. NATURE OF PROPERTY CLAIM**

Details of the Property subject to this Property Claim (include all available description, such as serial or registration numbers, product name or code, or other identifying marks):

\_\_\_\_\_  
\_\_\_\_\_

Details of the basis for the Property Claim (attach a separate sheet if more space is required):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Details of the amount of any indebtedness, liability or obligation related to the Property Claim:

TOTAL PROPERTY CLAIM ARISING ON OR PRIOR TO DECEMBER 8, 2014:

\_\_\_\_\_ [insert amount of Property Claim in the currency in which it arose].

(Property Claims are to be filed in the currency in which they arose. The Receiver will convert such Property Claims to Canadian Dollars at the Bank of Canada noon spot rate as at December 8, 2014].

**E. PARTICULARS OF PROPERTY CLAIM:**

Other than as already set out herein, the particulars of the undersigned's total Property Claim are attached.

(Provide all particulars of the Property Claim and supporting documentation, including description of transaction(s) or agreement(s) giving rise to the Property Claim, name of any guarantor which has guaranteed the claim, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Debtors or any Director or Officer to the Claimant and estimated value of such security.)

**This Proof of Property Claim must be received by the Receiver by no later than 4:00 p.m. (Eastern Standard Time) on January 30, 2015** by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission to the following address:

A. FARBER & PARTNERS INC.

Court-appointed Receiver of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd.

Address: 150 York Street, Suite 1600  
Toronto, Ontario M5H 3S5

Attention: Gena Lowe  
Telephone:(416) 496-3762  
E-mail [cratemarine@farberfinancial.com](mailto:cratemarine@farberfinancial.com)  
Fax: (416) 496-3839

**F. FILING OF PROPERTY CLAIM**

**Failure to file your proof of Property Claim as directed by 4:00 p.m. (Eastern Standard time), on January 30, 2015 will result in your Property Claim being barred and in you being prevented from making or enforcing a Property Claim against the Debtors. In addition, you shall not be entitled to further notice in, and shall not be entitled to participate as a claimant in these proceedings.**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 201●.

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Signature of Claimant

**SCHEDULE "D"**

**REFERENCE NUMBER [●]**

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**NOTICE OF DISALLOWANCE**

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RE: In the matter of the Property Claim dated [DATE] filed by you against Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd. (collectively, the “Debtors”)

Property Claim Reference Number: -

TO: \_\_\_\_\_  
*(Name of Claimant)*

Capitalized terms not defined in this Notice of Disallowance have the meanings ascribed to those terms in the Order of the Ontario Superior Court of Justice dated December 23, 2014 (the “Property Claims Procedure Order”). **All dollar values contained herein are in Canadian dollars unless otherwise noted.**

Pursuant to paragraph **15** of the Property Claims Procedure Order, A. Farber & Partners Inc., in its capacity as Court-appointed Receiver of the Debtors, hereby gives you notice that it has reviewed your Proof of Property Claim and has disallowed all or part of your Property Claim. Subject to the terms of the Property Claims Procedure Order, including any further dispute by you in accordance with such Order, your Property Claim will be allowed as follows:

Basis of Property Claim:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount of any indebtedness, liability or obligation related to the Property Claim:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Reasons for Disallowance:**

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**SERVICE OF DISPUTE NOTICES**

**If you intend to dispute this Notice of Disallowance, you must, no later than 4:00 pm (prevailing time in Toronto, Ontario) on the day that is fourteen (14) days after this Notice of Disallowance is deemed to have been received by you (in accordance with paragraph **30** of the Property Claims Procedure Order), deliver a Notice of Dispute to the Receiver by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission to the address below.** In accordance with the Property Claims Procedure Order, notices shall be deemed to be received upon actual receipt thereof by the Receiver during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day. The form of Dispute Notice is enclosed and can also be accessed on the Receiver's website at [www.farberfinancial.com/insolvency-engagements/crate-marine-sales-limited-et-al](http://www.farberfinancial.com/insolvency-engagements/crate-marine-sales-limited-et-al).

**A. FARBER & PARTNERS INC.**

Court-appointed Receiver of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd.

Address: 150 York Street, Suite 1600  
Toronto Ontario M5H 3S5

Attention: Gena Lowe  
Telephone:(416) 496-3762  
E-mail [cratemarine@farberfinancial.com](mailto:cratemarine@farberfinancial.com)  
Fax: (416) 496-3839

**IF YOU FAIL TO FILE A DISPUTE NOTICE WITHIN THE FOURTEEN DAY PERIOD REFERRED TO ABOVE, THIS NOTICE OF DISALLOWANCE WILL BE BINDING UPON YOU.**

**DATED** at Toronto, this        day of        , 20●.

**A. FARBER & PARTNERS INC.**

Court-appointed Receiver of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd.

**SCHEDULE "E"**

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**DISPUTE NOTICE**

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RE: In the matter of the Property Claim dated \_\_\_\_\_ filed by \_\_\_\_\_ against Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd.

Property Claim Reference Number: \_\_\_\_\_

**1. Particulars of Claimant:**

Full Legal Name of Claimant (include trade name, if different):

\_\_\_\_\_  
\_\_\_\_\_  
(the "Claimant").

Full Mailing Address of the Claimant:

\_\_\_\_\_  
\_\_\_\_\_

Other Contact Information of the Claimant:

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Attention (Contact Person): \_\_\_\_\_

**2. Particulars of original Claimant from whom you acquired the Property Claim, if applicable:**

Have you acquired this Claim by assignment?

Yes:  No:

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Claimant(s): \_\_\_\_\_

**3. Dispute of Disallowance of Property Claim:**

The Claimant hereby disagrees with the value of its Property Claim as set out in the Notice of Disallowance and asserts a Property Claim as follows:

Details of the Property subject to this claim (include all available description, such as serial or registration numbers, product name or code, or other identifying marks):

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Details of the basis for the Property Claim (attach a separate sheet if more space is required):

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Details of the amount of any indebtedness, liability or obligation related to the Property Claim:

TOTAL PROPERTY CLAIM ARISING ON OR PRIOR TO DECEMBER 8, 2014:

\_\_\_\_\_ [insert amount of property claim in the currency in which it arose].

(Property Claims are to be filed in the currency in which they arose. The Receiver will convert such claims to Canadian Dollars at the Bank of Canada noon spot rate as at December 8, 2014].

**REASON(S) FOR THE DISPUTE:**

*[You must include a list of reasons as to why you are disputing your Property Claim as set out in the Notice of Disallowance. Reasons must be provided for each type of Property Claim being asserted].*

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**SERVICE OF DISPUTE NOTICES**

**If you intend to dispute the Notice of Disallowance, you must by no later than the date that is fourteen (14) days after the Notice of Disallowance is deemed to have been received by you (in accordance with paragraph [30] of the Property Claims Procedure Order) deliver to the Receiver this Dispute Notice by prepaid ordinary mail, registered mail, courier, personal delivery or electronic or digital transmission to the address below.** In accordance with the Property Claims Procedure Order, notices shall be deemed to be received upon actual receipt thereof by the Receiver during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

A. FARBER & PARTNERS INC.

Court-appointed Receiver of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd.

Address: 150 York Street, Suite 1600  
Toronto Ontario M5H 3S5

Attention: Gena Lowe  
Telephone:(416) 496-3762  
E-mail [cratemarine@farberfinancial.com](mailto:cratemarine@farberfinancial.com)  
Fax: (416) 496-3839

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201●.

Name of Claimant: \_\_\_\_\_

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Name:  
Title:

**IN THE MATTER OF THE RECEIVERSHIP OF  
CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED,  
1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED,  
1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.**

Commercial List File No. 14-CV-10798-00CL

**IN THE MATTER OF THE BANKRUPTCY OF  
CRATE MARINE SALES LIMITED**

Court File No. 31-1932502

**IN THE MATTER OF THE RECEIVERSHIP OF CRATE MARINE SALES LIMITED, F.S. CRATE  
& SONS LIMITED, 1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED, 1282648  
ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.**

Court File No.: 31-193502

Court File No.: 31-193534

Court File No.: 31-193548

Court File No.: 31-193557

Court File No.: 31-193540

Court File No.: 31-193555

Court File No.: 31-193553

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
Proceedings commenced at  
Toronto**

**PROPERTY CLAIMS PROCEDURE ORDER**

**GOLDMAN SLOAN NASH & HABER LLP**

480 University Avenue, Suite 1600

TORONTO, ON M5G 1V2

Fax: 416-597-3370

**Michael B. Rotsztain** (LSUC #: 17086M)

Tel: 416-597-7870

Email: [rotsztain@gsnh.com](mailto:rotsztain@gsnh.com)

**R. Brendan Bissell** (LSUC #: 40354V)

Tel: 416-597-6489

Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

Lawyers for A. Farber & Partners Inc. in its capacities as the Court appointed Receiver and as the trustee in bankruptcy of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd.

**IN THE MATTER OF THE RECEIVERSHIP OF  
CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED,  
1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED,  
1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.**

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& SONS LIMITED, 1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED, 1282648  
ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.**

Court File No.: 31-193502  
Court File No.: 31-193534  
Court File No.: 31-193548  
Court File No.: 31-193557  
Court File No.: 31-193540  
Court File No.: 31-193555  
Court File No.: 31-193553

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
Proceedings commenced at  
Toronto**

**NOTICE OF MOTION**

**GOLDMAN SLOAN NASH & HABER LLP**

480 University Avenue, Suite 1600  
TORONTO, ON M5G 1V2  
Fax: 416-597-3370

**Michael B. Rotsztain** (LSUC #: 17086M)  
Tel: 416-597-7870  
Email: rotsztain@gsnh.com

**R. Brendan Bissell** (LSUC #: 40354V)  
Tel: 416-597-6489  
Email: bissell@gsnh.com

Lawyers for A. Farber & Partners Inc. in its capacities as the Court appointed Receiver and as the trustee in bankruptcy of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd.