

TAB X

January 28, 2015

A. Farber & Partners Inc.
150 York Street
Suite 1600
Toronto, Ontario
M5H 3S5

Attention: Stuart Mitchell, Senior Vice-President

Dear Sir:

**Re: Review of certain security granted by Crate Marine Sales Limited ("Crate Marine")
in favour of Crawmet Corp. ("Crawmet")**

In connection with your acting as Receiver and as Trustee in Bankruptcy with respect to Crate Marine pursuant to the *Bankruptcy and Insolvency Act* (Canada) and the Amended Order of Justice Newbould of the Ontario Superior Court of Justice (Commercial List) dated December 8, 2014 terminating the bankruptcy proposal proceedings, you have asked us to provide our views in respect of the Loan Documents (as defined below).

In light of additional documentation which has recently been provided by counsel for Crawmet, this opinion revises, replaces and re-states our earlier opinion of January 15, 2015.

This opinion is provided to you in your capacity as Receiver and as Trustee in Bankruptcy and is limited to our review of copies of the following documents entered into by Crate Marine:

- (a) a letter loan agreement dated December 22, 2011, made between Crawmet, as lender, and Crate Marine, as borrower, extending a revolving loan to the borrower in the maximum principal amount of \$2,000,000.00, at an interest rate of 10% per annum calculated and compounded monthly (the "**Loan Agreement**");

- (b) a general security agreement dated as of December 22, 2011, granted by Crate Marine, as debtor, in favour of Crawmet, as secured party (the "**GSA**");¹
- (c) a revised and re-stated letter loan agreement dated December 19, 2012, made between Crawmet, as lender, and Crate Marine, as borrower, replacing and re-stating the Loan Agreement, extending a term loan to the borrower in the maximum principal amount of \$2,085,244.24 at an interest rate of 10% percent per annum calculated and payable monthly, maturing and repayable in full on the earlier of a change in control of the borrower and January 1, 2018 (the "**Restated Loan Agreement**");
- (d) a loan agreement dated June 1, 2014, made between "Crawmet" [sic], as lender, and "Crate Marine" [sic], as borrower, extending a term loan to the borrower in the principal amount of \$318,440.00 at an interest rate of 10% percent per annum calculated monthly, maturing and repayable in full on June 1, 2015 (the "**Facility "B" Loan Agreement**");^{2 3 4}
- (e) a promissory note dated June 3, 2014, given by "Crate Marine Sales" [sic] in favour of "Crawmet" [sic] in the amount of \$318,440.00 bearing interest at 10% per annum, calculated yearly not in advance, maturing and being repayable in full on June 1, 2015 (the "**Promissory Note**"); and,⁵
- (f) an assignment agreement dated as of November 3, 2014 given by Benn Spiegel, as assignor, and Crawmet, as assignee, as debtor, pertaining to the assignment of the Indebtedness (as defined therein) (the "**Assignment Agreement**").

¹ The GSA provides that it secures all obligations, debts and liabilities of the debtor, whether present or future, which language is sufficient to secure the obligations under the Loan Agreement as well as the obligations under the later Restated Loan Agreement. As well, the Restated Loan Agreement specifically provides that the "Security for the revolving boat loan shall be the same as given for the original revolving boat loan dated 22 December 2011..." which is in itself a form of reconfirmation. The reference to "revolving boat loan" in section 5 of the Restated Loan Agreement is likely an error as the loan agreement otherwise evidences that the earlier provided revolving provisions were removed and that a maturity dated had been inserted.

² The Facility "B" Loan Agreement appears to the "Facility B" loan referred to in paragraph 27 of the Affidavit.

³ Although the Facility "B" Loan Agreement is given by "Crawmet" [sic] to "Crate Marine" [sic], we were provided with a copy of an uncanceled cheque bearing number 1681 and dated 03/06/2014, issued by Crawmet Corporation to Crate Marine Sales Limited in the amount of \$318,440.00, as evidence of the actual parties to the Facility "B" Loan Agreement. Assuming the advance of funds can be established by bank statement or cancelled cheque, then the loan amount would be secured by the GSA as a "debt and liability" of the debtor.

⁴ The Facility "B" Loan Agreement provides in Section 9 that the loan is secured by a "Carver C40 Motor Yacht, Twin Cummin QSB 6.7 Diesels, Serial # CVRC7006L314 (the "Security"), and further that the lender will "...retain a security interest in the Security until payment of the full amount of the Loan is made by the Borrower.". No specific security agreement pertaining to the Security has been provided.

⁵ The description of the calculation of the interest rate in the Promissory Note varies with the description of the calculation of the interest rate in the Facility "B" Loan Agreement;

The documents in (b), (c), (d) and (e) above are, collectively, referred to herein as the “**Loan Documents**”.

We note that:

- (a) the Loan Agreement applies to a revolving loan facility in the maximum principal amount of \$2,000,000.00. Benn-Jay Spiegel, the general manager of Crawmet, has deposed in an affidavit filed in the proceedings and sworn on November 20, 2014 (the “Affidavit”) that this facility, “...did not ultimately operate as a revolving loan. For ease of administration, Facility “A” was subsequently converted by Crawmet to a term loan with an interest rate of 10% per annum payable in 60 monthly blended principal and interest payments of \$22,408.15.”;
- (b) It appears that the Restated Loan Agreement was intended to document the conversion of the loan to a non-revolving term loan and to provide for an increase in the principal amount of the loan. The Restated Loan Agreement specifically provides that it replaces all of the terms of the Loan Agreement with effect as of January 1, 2013; and,
- (c) Crawmet has not provided any agreements with respect to the loan facility described as Facility “C” in paragraph 27 of the Affidavit, which is said to be secured by the GSA, or with respect to the various personal loans (subsequently assigned to Crawmet as noted above) which are described in paragraph 30 of the Affidavit.

In conducting our review and for the purposes of the opinions given herein, we have made the assumptions contained herein and as set out in Schedule “A” attached hereto (collectively, the “**Assumptions**”). Additionally, our opinions herein are subject to the qualifications and limitations contained herein and as set out in Schedule “B” attached hereto (collectively, the “**Qualifications**”). We confirm that the restrictions and limitations on this report, as herein contained, are satisfactory to you.

The undertaking, business, property, assets, interests, and rights of Crate Marine in which Crawmet has been granted a security interest pursuant to the terms of the GSA are collectively referred to herein as the “**Charged Property**”. In summary, the Charged Property consists of the property more particularly set forth in Schedule 1 to this Opinion.

We have made no investigation of the laws of any jurisdiction other than, and the opinions hereinafter expressed are restricted to, the laws of the Province of Ontario and the federal laws of Canada applicable therein as of the date hereof and, insofar as the laws of other jurisdictions are relevant, we express no opinion thereon. Without limiting the foregoing, we express no opinion with respect to:

- (a) the laws of any other jurisdiction (other than the laws of Ontario and the federal laws of Canada) to the extent such laws may govern any aspect of the Loan Documents or govern the validity, the perfection, the effect of perfection or non-perfection, or the enforcement of any Security Interests created thereunder as a result of the application of the conflict of laws rules of Ontario, including, without limitation, Sections 5 to 8.1 of the *Personal Property Security Act* (Ontario) (the "**PPSA**") and Section 7 of the *Canada Shipping Act, 2001* (Canada) (the "**CSA**");
- (b) whether, pursuant to the conflict of laws rules of any jurisdiction other than Ontario and other than the federal laws of Canada, that the laws of Ontario would govern the validity, the perfection, the effect of perfection or non-perfection, or enforcement of any security interests created by the GSA; or,
- (c) the application of conflict of laws rules or principles of paramountcy as between the PPSA and the CSA.

While we understand that most of the Charged Property is located in the province of Ontario, you have indicated to us that there is certain Charged Property in the province of Quebec. Although our opinion does not extend to the laws of Quebec, and without derogating from the disclaimer in the immediately preceding paragraphs, as instructed by you, we engaged a Quebec agent, BCF LLP ("BCF"), to conduct a personal property security search in Quebec (i.e., a search of movable property) against Crate Marine, the results of which are more particularly set forth in Schedule 3 to this Opinion. Without expressing a formal opinion, BCF advised by email of January 6, 2015 that since Crawmet has not effected a movable security registration in Quebec (i.e., a hypothec registration), Crawmet's GSA, "...would not be opposable to [i.e., effective against] the Trustee/Receiver as far as the assets located in Quebec are concerned. Furthermore, the registered secured party's interest in the assets located in Quebec would have priority over [Crawmet's] GSA.". In a supplemental email BCF further advised that even if the personal property located in Quebec was transferred from Ontario to Quebec "...the answer would be the same unless the transfer was in the last 30 days."

In connection with this opinion, no review has been made of any of the transactions, agreements, indentures or other instruments of the Crate Marine for the purposes of identifying matters described in this opinion, other than a review of the Loan Documents. Furthermore, no review of the minute books of Crate Marine has been undertaken by our firm.

We have considered such questions of law as we have considered relevant and necessary as a basis for the opinions hereinafter expressed.

OPINIONS

Subject to the assumptions, qualifications and comments we have made herein and in the Schedules attached hereto, and the Discussion contained below, we are of the opinion that:

1. Subject only to the variance in the names of the parties in the Facility "B" Loan Agreement and the Promissory Note as set out above, each of the Loan Documents constitutes a valid and binding obligation of Crate Marine, each enforceable against Crate Marine in accordance with its terms;
2. Subject only to the variance in the names of the parties in the Facility "B" Loan Agreement and the Promissory Note as set out above, Crate Marine has duly executed and delivered the Loan Documents;
3. The GSA creates in favour of Crawmet, a valid security interest in the Charged Property identified therein to which the PPSA applies; and,
4. The GSA has been registered, filed or recorded in all public offices where the registration, filing or recording thereof is required under the laws of the Province of Ontario to perfect the security interest created by the GSA in the applicable Charged Property to which the PPSA applies.

RELIANCE

All opinions expressed herein are provided to you and are for the sole purpose of the performance of the duties of the Trustee and the Receiver in respect of its appointment by the Court, and including any future appointment in respect of Crate Marine, and may not be relied on by any other person, firm, corporation or entity without the prior written consent of Goldman, Sloan, Nash & Haber LLP. This opinion is given as of the date hereof and we do not undertake, and hereby expressly disclaim, any obligation to advise you of any change in any matters set forth herein.

SEARCHES CONDUCTED

We have conducted, or have caused to be conducted, such public registration searches for filings or registrations made in Ontario, or federally in Canada, in the applicable offices of public record, against Crate Marine as we have deemed appropriate. These searches include corporate profile searches, PPSA searches and CSA searches, all as more specifically set out in **Schedule "C"** attached hereto. The searches were conducted in respect of the current legal name of Crate Marine, in each case as of the dates set forth in **Schedule "C"**. We note that given the specific mandate to assess the GSA and the fact that Crawmet is not a Schedule I or II bank within the meaning of the *Bank Act* (Canada), we have not conducted searches relating to the *Bank Act* (Canada) or registered judgments or writs of execution, or other searches typically conducted in the context of a broad security review of all security interests asserted against a debtor.

We confirm your advice that our review based upon these searches, and our reliance upon such searches in giving the opinions set out herein, is satisfactory for your purposes at this time

We trust that the foregoing is satisfactory. Should you have any questions or comments, please do not hesitate to contact us.

Yours truly,

Goldman, Sloan, Nash & Haber LLP

GOLDMAN, SLOAN, NASH & HABER LLP

SCHEDULE "A"**ASSUMPTIONS****A. Authenticity and Accuracy**

We have assumed the genuineness of all signatures and the authenticity and completeness of all documents submitted to us as copies thereof. We have also assumed the accuracy and currency of: (i) all indices, filing and registration systems maintained at the public offices where we have searched or inquired or have caused searches or inquiries to be conducted, as set forth herein; (ii) all search results obtained by electronic transmission; and (iii) the results of any printed or computer search of any office of public record.

The online Vessel Registration Query System ("VRQS") under the CSA only generates an uncertified response with respect to an "owner" query. We have therefore assumed that the online information provided by the VRQS system with respect to an "owner" query, is identical to the information which would be provided by the VRQS system for an "owner" query, if such system was a certified system of registrations.

B. Authority

We have assumed that:

- (a) Crate Marine was a duly incorporated and validly existing corporation at the time that each of the Loan Documents was authorized, executed and delivered, and that Crate Marine has continued to be duly incorporated and validly existing since that time;
- (b) Crate Marine had the requisite corporate power, capacity and authority to enter into and perform its obligations under each of the Loan Documents at the time each of the Loan Documents was authorized, executed and delivered;

- (c) all necessary corporate action and proceedings had been taken by Crate Marine to authorize the execution, delivery and performance of each of the Loan Documents^{6 7 8 9}; and
- (d) with respect to each party to the Loan Documents other than Crate Marine, all necessary corporate actions or proceedings were taken to authorize the execution and delivery of the Loan Documents and that all of the Loan Documents have been duly and validly executed and delivered on behalf of the party executing or delivering such documentation, by an authorized signing officer or officers of such party, and each such document comprising the Loan Documents is enforceable in accordance with its terms.

C. Loan Documents

We have assumed that none of the Loan Documents has been assigned, released, discharged or otherwise impaired, either in whole or in part, and there are no agreements that are relevant to the matters discussed in this letter than those identified herein.

D. Existence of Debt and Security Matters

We have assumed that:

- (a) valuable consideration has been given to Crate Marine, and payment and other obligations remain outstanding by Crate Marine under the agreements identified herein;
- (b) advances of funds to Crate Marine, the quantum thereof, and the amount or repayment to date are as set forth in the Affidavit;

⁶ There is an authorizing resolution in respect of the Loan Agreement; however, it is limited to the initial loan of \$2,000,000.

⁷ The authorizing resolution for the Loan Agreement dated December 22, 2011 provides that the security for the \$2,000,000 loan is "used boats on the terms and conditions as set out in the said Agreement". In contrast, the Loan Agreement states that the, "Security for the revolving boat loan shall be comprised of a general assignment by the Borrower of security interest in inventory, equipment, accounts, motor vehicles and other assets...".

⁸ The authorizing resolution for the Restated Loan Agreement dated December 19, 2012 contains an error in the loan amount which is stated as \$2,000,000.00 rather than \$2,085,244.24. This is likely a mechanical error sourcing from the earlier authorizing resolution which is similar in text.

⁹ The authorizing resolution for the Restated Loan Agreement contains the same variance noted above, i.e., it provides that the security for the \$2,000,000 loan is "used boats on the terms and conditions as set out in the said Agreement" whereas the Restated Loan Agreement states that the, "Security for the revolving boat loan shall be the same as given for the original revolving boat loan dated 22 December 2011 and comprised of a general assignment by the Borrower of security interest in inventory, equipment, accounts, motor vehicles and other assets...".

- (c) the terms of the indebtedness, including but not limited to the applicable interest rate and maturity date are as provided in the Affidavit and have not subsequently been varied ¹⁰;
- (d) each of the Loan Documents was duly executed and delivered by Crate Marine;
- (e) all of the conditions precedent contained in each of the Loan Documents, if any, were satisfied or waived;
- (f) attachment of the security interests created by the GSA has occurred within the meaning of the PPSA;
- (g) Crate Marine has an interest in its collateral expressed to be subject to the GSA; and,
- (h) insofar as any obligation under any of the Loan Documents is to be performed in any jurisdiction other than Ontario and other than pursuant to the federal laws of Canada, its performance will not be illegal or unenforceable by virtue of the laws of that other jurisdiction.

E. Factual Matters

We have assumed that no fact exists, or has existed, that would entitle Crate Marine to assert or obtain a remedy at law or in equity (such as, without limitation, rectification, rescission or release from a contract through frustration) affecting the validity, legality, binding effect or enforceability of any of the Loan Documents.

F. Entire Agreement

We have assumed that there is no written or oral agreement or other facts or understanding and there is no trade usage or course of conduct or prior dealing, that would vary the interpretation, application or enforceability of any term or condition of any of the Loan Documents, and that except as expressly noted herein, there have been no amendments, restatements, deletions or other modifications to any of the Loan Documents.

G. Choice of law

We have assumed that the choice of the law of the Province of Ontario as the governing law of the Loan Documents will be given effect to in any legal proceedings.

¹⁰ Regarding assumptions (a), (b) and (c) we recommend that you review the relevant books and records of request Crate Marine to attempt to verify same.

H. Marine Law

We have assumed that any vessels owned by Crate Marine are pleasure crafts as defined in the CSA.

Based on the current provisions of the CSA and the assumption in the immediately preceding paragraph, we have assumed that there is no requirement to register notice of the GSA in the VRQS system, except on a voluntary basis.

SCHEDULE "B"
QUALIFICATIONS

1. **Title:** We express no opinion concerning:
 - (a) title to any property that is purportedly subject to any security interest created by the GSA and such title has been assumed to the full extent necessary to express the opinions contained herein; and,
 - (b) the effectiveness of the GSA as security, where effectiveness depends on title or description of the property purported to be charged or assigned, as the case may be.
2. **Enforceability:** All opinions that expressly or by necessity relate to the enforceability of each of the Loan Documents (which, as used in this Schedule and as the context may require, includes validity, legality and binding effect) are subject to:
 - (a) applicable bankruptcy, insolvency, winding up, arrangement, liquidation, fraudulent preference and conveyance, reorganization, moratorium and realization laws and other similar laws (including, without limitation and notwithstanding any specific references herein, provisions of the PPSA or the CSA affecting the rights and remedies of creditors generally);
 - (b) equitable limitations on, and defences against, the availability of remedies and equitable principles of application to particular proceedings at law or in equity, and no opinion is expressed regarding the availability of any equitable remedy (including those of specific performance and injunction), which remedies are only available in the discretion of a court of competent jurisdiction;
 - (c) the power of a court to grant relief from forfeiture;
 - (d) applicable laws regarding limitations of action;
 - (e) the court's powers to stay proceedings and execution of judgments;
 - (f) the court's discretion to decline to hear any action or give effect to an obligation if to do so would be contrary to public policy or if it is not the proper forum to hear such action;
 - (g) limitations that may be imposed by law or equity on the effectiveness of terms exculpating a party from a liability or limiting the liability of a party;
 - (h) limitations upon the right of a creditor to receive immediate payment of amounts stated to be or which may become payable on demand;

- (i) limitations upon the right of a party to enforce a provision based upon a minor or non-substantive default;
- (j) implied obligations requiring good faith, fair-dealing and reasonableness in performance and enforcement of a contract; and,
- (k) the following limitations:
 - (i) provisions that purport to establish evidentiary standards, such as provisions stating that certain calculations or certificates will be conclusive and binding, may not be enforceable or may be limited in application;
 - (ii) the *Courts of Justice Act* (Ontario) limits interest on a judgment debt arising under the judgment of a court of competent jurisdiction located in Ontario to rates prescribed by regulation from time to time;
 - (iii) the *Currency Act* (Canada) precludes a court in Canada from rendering a judgment in any currency other than Canadian currency.
 - (iv) rights of indemnity may be limited by applicable law;
 - (v) determinations or demands made in exercise of a discretion may be unenforceable if made in an unreasonable or arbitrary fashion;
 - (vi) provisions providing for recovery of fees and expenses may be restricted by a court to a reasonable amount and counsel fees are subject to taxation;
 - (vii) no opinion is expressed as to the enforceability of any provision that purports to provide for a higher rate of interest after default than before;
 - (viii) no opinion is expressed as to the enforceability of a provision of any of the Loan Documents that provides that the provisions of another document govern in the event of any conflict or inconsistency between the provisions of the other document and such Loan Documents;
 - (ix) the validity and enforceability of provisions that purport to sever from the Loan Documents any provision that is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of the agreement or instrument may be subject to the discretion of a court of competent jurisdiction;
 - (x) no opinion is expressed as to the enforceability of any provision purporting to exclude unwritten variations, amendments, waivers or consents;

- (xi) no opinion is expressed as to the enforceability of any provision that purports to restrict the access to, or waive the benefit of, legal or equitable rights, remedies or defences, including any right to receive notice (including notice of enforcement) or that purport to consent in advance to the taking of any action or the exercise of any right, remedy or defence;
- (xii) no opinion is expressed as to the enforceability of any power of attorney or non-judicial remedies provided for in any of the Loan Documents;
- (xiii) no opinion is expressed as to any licences, permits or approvals that may be required in connection with the enforcement or performance of each of the Loan Documents, or by Crate Marine, as applicable, or by any person on their behalf, whether such enforcement involves the operation of the business of Crate Marine or a sale, transfer or disposition of any of its property or assets;
- (xiv) no opinion is expressed as to the enforceability of any provision in any of the Loan Documents that purports to constitute a receiver or receiver and manager thereunder as agent of Crate Marine or absolve a receiver or receiver and manager of responsibility for its acts;
- (xv) no opinion is expressed as to the enforceability of any provision in the GSA that purports to grant a security interest or hypothec in federal Crown debts to which the *Financial Administration Act* (Canada) applies;
- (xvi) no opinion is expressed as to the enforceability of any provision that contemplates or provides for agreement at a later date;
- (xvii) no opinion is expressed as to the enforceability of any provision that purports to relieve any party thereto, or its agents, from liability for its own acts;
- (xviii) no opinion is expressed as to the enforceability of any provision that purports to bind or affect, or confer a benefit upon, persons who are not parties to the Loan Documents; and,
- (xix) remedies exercisable upon default in any of the Loan Documents must be exercised in good faith and in a commercially reasonable manner.

3. **Searches:** We have only conducted those searches described in Schedule "C" hereto. Except as set forth therein, we have not conducted any land titles office or other searches with respect to encumbrances against real or immovable property or any interests therein or any statutory lien, court registry or other searches, except as set

out in Schedule "C" hereto. We have only searched against the names set out in Schedule "C" hereto.

4. **Priority:** No opinion is expressed as to the rank or priority, or as to the effect of perfection or opposability to third parties on the rank or priority, of any security interest created by any of the GSA.
5. **Reviewable Transactions:** No opinion is given as to whether any security interest given under GSA constitutes a fraudulent preference or other attackable or reviewable transaction pursuant to the provisions of the *Bankruptcy and Insolvency Act* (Canada) or any applicable provincial legislation.
6. **Security Interests and Registrations:** We express no opinion:
 - (a) as to the validity, enforceability, creation, attachment or perfection of a security interest in:
 - (i) property consisting of a receivable, licence, approval, privilege, contractual right, franchise, permit or lease (collectively, "**Special Property**") to the extent that the terms of the Special Property, any applicable law or the nature of the business of Crate Marine prohibit its charging, assignment or hypothecation or require, as a condition of its charging, assignability or hypothecation, a consent, approval or other authorization or registration that has not been made or given;
 - (ii) any collateral to the extent that security agreements, hypothecs or assignments with respect to such collateral are governed by the laws of the Parliament of Canada, including, without limitation, any rolling stock and any trademark, trade name, copyright, patent, industrial design or other intellectual property right;
 - (iii) permits, quotas, licences, privileges, governmental authorizations or other property that are not personal property and that are held by or issued to or in favour of Crate Marine;
 - (iv) any interest in a right to damages in tort or at law;
 - (v) any interest in deposits/deposit accounts;
 - (vi) property for which, pursuant to applicable conflicts rules (including, without limitation, the conflicts rules of the PPSA, CSA and the *Securities Transfer Act* (Ontario)), the validity, perfection and the effect of perfection or non-perfection or enforcement are governed by the laws of a jurisdiction other than Ontario and other than in respect of the federal laws of Canada;

- (vii) property that is now or hereafter becomes a fixture, crop, timber, minerals, petroleum, natural gas or other deposits located therein or thereon, or any right of payment that arises in connection with an interest in land;
 - (viii) property or rights of a nature listed in section 4(1) of the PPSA; or
 - (ix) property that is Consumer Goods or a Security (as each is defined in the PPSA).
 - (b) as to any registrations or filings by way of fixtures notice, floating charge on land or otherwise in any land title office in the Province of Ontario; and
 - (c) regarding the creation, validity, enforceability, attachment or perfection of any mortgage, charge, hypothec, security interest or other interest expressed to be created by or under the GSA with respect to any property of Crate Marine or any proceeds of such property that are not identifiable or traceable.
7. **Specific Collateral:** Any security interests created by the GSA in any equipment that is a Motor Vehicle (as defined in the PPSA) situate in the Province of Ontario have not been perfected or rendered opposable to third parties by registration against serial numbers or Vehicle Identification Numbers, as the case may be, as required thereunder. None of the GSA have been registered so as to protect and preserve any security interest, mortgage or charge thereof against nor have we searched for any encumbrances created by Crate Marine as against any coal, mineral, placer, mining or petroleum and natural gas lease, license or claim, owned or which may be acquired by Crate Marine. Accordingly, any hypothecs, security interests and mortgages on such property will be subject to the rights of third parties who at any time acquire and perfect or render opposable to third parties an interest in those assets.
8. **Maintaining Perfection:** We express no opinion with respect to maintaining perfection of any security interest created by any of the GSA.
9. **Maritime Collateral:** We have not conducted any investigations as to the existence of, and therefore can provide no assurances with respect to, any of the following maritime interests which could affect vessels owned by Crate Marine:
- (a) Maritime liens, such as but not limited to, salvage liens, damage liens, seamen's and master's wages liens, master's disbursement liens and pilotage liens;
 - (b) Statutory rights in rem, such as but not limited to, possessory liens, necessities liens, repairmen's liens, stevedore's liens, towage liens, cargo damage liens, charterer's liens, marine insurance premium claims or general average liens;
 - (c) Disbursements of the Admiralty Marshal;

- (d) Costs of the same, including the costs of the plaintiff in action for arrest, appraisal and sale; or,
 - (e) Possessory liens.
10. **Marine Mortgages:** Ownership registrations effected against pleasure craft vessels pursuant to the VRQS system are effect on a voluntary basis. Mortgage registrations under the VRQS system can only be effected in respect of a pleasure craft vessel, if the vessel has previously been registered to an owner under the VRQS system. We express no opinion on any equitable marine mortgage in respect of a pleasure craft vessel which has not been previously been registered under the VRQS system.
11. **Legal Opinions:** We were not provided with, and have not considered for the purposes of this opinion, copies of any opinion letters given by legal counsel in connection with the Loan Documents, the security interests created therein, or the perfection of such security interests.

SCHEDULE "C"**LIST OF SEARCHES COMPLETED FOR CRATE MARINE****I. CORPORATION SEARCH**

A corporation profile report (the "Profile Report") dated December 8, 2014 was obtained for Crate Marine from the Ontario Ministry of Government Services. The Profile Report confirmed that Crate Marine is a corporation amalgamated in Ontario, is an "active" corporation, and the registered office address of the corporation is 290 The Queensway South, Keswick, Ontario L4P 2B3.

II. PPSA SEARCH

We have obtained a PPSA search against Crate Marine from the registry maintained by the Ontario Ministry of Government Services in order to determine whether registrations or filings have been made in connection with the relevant the GSA.

This search, with a file currency date of December 8, 2014, has disclosed the registrations set forth in detail in Schedule 2 which follows.¹¹

III. CSA SEARCH

We have obtained an online uncertified VRQS owners search against Crate Marine from the registry maintained by Transport Canada, in order to determine whether registrations or encumbrances have been notified in connection with any pleasure craft owned by Crate Marine.

This search, with a file currency date of December 15, 2014, has disclosed one registration which is detailed in Schedule 2 which follows.¹²

¹¹ The PPSA search revealed a debenture carried forward to the PPSA from the registration system for the *Corporation Securities Registration Act* (Ontario), since repealed, in favour of The Bank of Nova Scotia ("BNS"). While this registration could conceivably have priority over the GSA and Crawmet's registered financing statement under the PPSA, it seems unlikely that anything is owed since there has been no mention to date of a BNS claim and it has not asserted a secured claim. We suggest that the Receiver review Crate Marine's the books and records with respect to this matter. We also note that BNS would be subject to the limitations set forth in the *Limitations Act, 2002* (Ontario) in respect of the underlying debt, if any.

¹² This registration is in respect of the Simone II owned by Crate Marine Quebec. There is no indication as to whether Crate Marine Quebec is a separate entity or a division of Crate Marine.

SCHEDULE 1
DESCRIPTION OF COLLATERAL IN GSA

The "Collateral" described in Section 2 of the GSA includes all of the following collateral, hereinafter enumerated in brief:

- (a) goods;
- (b) equipment;
- (c) fixtures;
- (d) chattel paper;
- (e) documents of title;
- (f) instruments;
- (g) security;
- (h) money, accounts, debts and claims;
- (i) intellectual property;
- (j) leases;
- (k) intangibles;

Together with all substitutions and replacements thereof, improvements, increases, additions and accessions;

Indemnity or compensation for loss of or damage to such property or proceeds therefrom;

Books and records pertaining to the above.

SCHEDULE 2

(Particulars of PPSA Filings – Ontario)

1.	File Number	702052353	
	Registered Under	RSLA	
	Registration Number	20141203 1317 1793 0768	
	Registration Period	3 years	
	Debtor Name	Crate Marine Sales Ltd.	
	Secured Party	Prosser's Garage Inc.	
	Collateral Classification	motor vehicle	
	Amount	6000	
	Date of Maturity	-	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	2004
		Make	Fleetwood Pace
		Model	Arrow Motor Home
		V.I.N.	5B4MP67G943389895
	General Collateral Description	Motorhome – Unit was repaired as per customer's request. Lien is for amount owing on cost of repairs.	
	Expiry date	Original expiry date: 2017 12 03	
	Amendments	-	
	Renewals	-	

2.	File Number	701912727	
	Registered Under	PPSA	
	Registration Number	20141128 1041 1590 4875	
	Registration Period	5 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Donald Rogers	
	Collateral Classification	Inventory, equipment, other	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	-
		Make	-
		Model	-
		V.I.N.	-
	General Collateral Description	2007 Carver 446, Serial # CDRD0174C607 2010 Regal 44, Serial # RGMKE014E910	
	Expiry date	Original expiry date: 2019 11 28	
	Amendments	-	
	Renewals	-	

3. -	File Number	700355052	
	Registered Under	PPSA	
	Registration Number	20141002 1152 1750 0007	
	Registration Period	1 year	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Irwin Jacobs	
	Collateral Classification	Inventory, <u>other</u>	
	Amount	200,000	
	Date of Maturity	02 October 2015	
	No fixed Maturity Date		
	Motor Vehicle	Year	2011
		Make	Cruisers
		Model	35
		V.I.N.	CDSFDA14G809
	General Collateral Description	Pleasure Craft	
	Expiry date	Original expiry date: 2015 10 02	
	Amendments	20141128 1154 1862 6050 To amend registration in order to (I) amend the collateral classification listed on line 10, (II) delete reference to the collateral listed on line 11, and (III) delete reference to the collateral listed on line 13 of the general collateral description	
	Renewals	-	

4.	File Number	700359939	
	Registered Under	PPSA	
	Registration Number	20141002 1306 1750 0008	
	Registration Period	1 year	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Irwin Jacobs	
	Collateral Classification	Inventory, <u>other</u>	
	Amount	150,000	
	Date of Maturity	02 October 2015	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	2011
		Make	Four Winns
		Model	305
		V.I.N.	PFWCJ003K011
	General Collateral Description	Pleasure Craft	
	Expiry date	Original expiry date: 2015 10 02	
	Amendments	20141128 1155 1862 6051 To amend registration in order to (I) amend the address of the secured party listed on line 09, (II) amend the collateral classification listed on line 10, (III) delete reference to the collateral listed on line 11, and, (IV) delete reference to the collateral listed on line 13 of the general collateral description	
	Renewals	-	

5.	File Number	700359957
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Registered Under	PPSA	
Registration Number	20141002 1311 1750 0009	
Registration Period	1 year	
Debtor Name	Crate Marine Sales <u>Limited</u>	
Secured Party	Irwin Jacobs	
Collateral Classification	Inventory, <u>other</u>	
Amount	200,000	
Date of Maturity	02 October 2015	
No Fixed Maturity Date	-	
Motor Vehicle	Year	2004
	Make	Searay
	Model	39
	V.I.N.	SERF0144E404
General Collateral Description	-	
Expiry date	Original expiry date: 2015 10 02	
Amendments	20141128 1155 1862 6051 To amend registration in order to (I) amend the debtor's name listed on line 3, (II) amend the collateral classification listed on line 10, and (III) delete reference to the collateral listed on line 11	
Renewals	-	

6.	File Number	700360101	
	Registered Under	PPSA	
	Registration Number	20141002 1316 1750 0010	
	Registration Period	1 year	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Irwin Jacobs	
	Collateral Classification	Inventory, <u>other</u>	
	Amount	75,000	
	Date of Maturity	02 October 2015	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	2014
		Make	Regal
		Model	25
		V.I.N.	RGMM0242D414
	General Collateral Description		
	Expiry date	Original expiry date: 2015 10 02	
	Amendments	20141128 1156 1862 6053 To amend registration in order to (I) amend the collateral classification listed on line 10, and (II) delete reference to the collateral listed on line 11	
	Renewals	-	

7.	File Number	699133779	
	Registered Under	PPSA	
	Registration Number	20140821 1424 6083 7447	
	Registration Period	5 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Structform Central Corp.	
	Collateral Classification	Other	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	-
		Make	-
		Model	-
		V.I.N.	-
	General Collateral Description	2012 Cruisers Yachts 380 Express, Serial No. CRSEE 1160212 Volvo Penta 172440 172441	
	Expiry date	Original expiry date: 2019 08 21	
	Amendments	-	
	Renewals	-	

8.	File Number	6989776655	
	Registered Under	PPSA	
	Registration Number	20140815 1702 1462 5510	
	Registration Period	4 years	
	Debtor Name	Crate Marine Sales Ltd.	
	Secured Party	ED Learn Ford Lincoln	
	Collateral Classification	Inventory, motor vehicle	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	2015
		Make	GMC
		Model	Yukon
		V.I.N.	1GKS2HKC1FR122108
	General Collateral Description	vehicle	
	Expiry date	Original expiry date: 2019 08 15	
	Amendments	-	
	Renewals	-	

9.	File Number	698026644	
	Registered Under	PPSA	
	Registration Number	20140715 1529 6083 6660	
	Registration Period	1 year	
	Debtor Name	Crate Marine Sales Ltd.	
	Secured Party	MP Accounting Services Inc.	
	Collateral Classification	Other	
	Amount	491,550	
	Date of Maturity	-	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	-
		Make	-
		Model	-
		V.I.N.	-
	General Collateral Description	Carver 57 PH Yacht CDRNA123H203 Port 1101059471 STB 11001060124	
	Expiry date	Original expiry date: 2019 07 15	
	Amendments	-	
	Renewals	-	

10.	File Number	692546652	
	Registered Under	PPSA	
	Registration Number	20131212 1039 1529 9347	
	Registration Period	5 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Ford Credit Canada Limited	
	Collateral Classification	Equipment, other, motor vehicle	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	X	
	Motor Vehicle	Year	2013
		Make	Ford
		Model	F150
		V.I.N.	1FTFW1EF6DFD29252
	General Collateral Description	-	
	Expiry date	Original expiry date: 2018 12 12	
	Amendments	-	
	Renewals	-	

11.	File Number	692556759	
	Registered Under	PPSA	
	Registration Number	20131212 1257 5064 4331	
	Registration Period	5 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Marquis Yachts, LLC	
	Collateral Classification	Inventory, equipment, accounts, other	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	-
		Make	-
		Model	-
		V.I.N.	-
	General Collateral Description	-	
	Expiry date	Original expiry date: 2018 12 12	
	Amendments	20140122 1612 5064 5492 Assignment by Marquis Yachts, LLC to Northpoint Commercial Finance LLC	
	Renewals	-	

12.	File Number	692303742	
	Registered Under	PPSA	
	Registration Number	20131203 1030 1529 1650	
	Registration Period	5 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Ford Credit Canada Limited	
	Collateral Classification	Equipment, Other, Motor Vehicle	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	X	
	Motor Vehicle	Year	2013
		Make	Ford
		Model	F150
		V.I.N.	1FTFW1EF6DKF88072
	General Collateral Description		
	Expiry date	Original expiry date: 2018 12 03	
	Amendments	-	
	Renewals	-	

13.	File Number	691143624	
	Registered Under	PPSA	
	Registration Number	20131017 1444 1793 8328	
	Registration Period	5 years	
	Debtor Name	Crate Marine Sales Ltd.	
	Secured Party	Plaza Kia of Thornhill	
	Collateral Classification	Consumer Goods, Motor Vehicle	
	Amount	150,000	
	Date of Maturity	-	
	No Fixed Maturity Date	X	
	Motor Vehicle	Year	2011
		Make	Formula 310SS
		Model	Volvo 8.1
		V.I.N.	F1VRDB007V011
	General Collateral Description		
	Expiry date	Original expiry date: 2018 10 17	
	Amendments	-	
	Renewals	-	

14.	File Number	688420764	
	Registered Under	PPSA	
	Registration Number	20130708 1229 1793 3722	
	Registration Period	5 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Structform Central Corp.	
	Collateral Classification	Other	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	-
		Make	-
		Model	-
		V.I.N.	-
	General Collateral Description	2007 Carver 466 – Serial Number CDRDO178J607 Motor Volvo D97009127313 D97009127167	
	Expiry date	Original expiry date: 2018 07 08	
	Amendments	-	
	Renewals	-	

15.	File Number	688218948	
	Registered Under	PPSA	
	Registration Number	20130702 0933 7036 8792	
	Registration Period	1 year	
	Debtor Name	Crate Marine Sales Ltd., Steve Crate	
	Secured Party	Leeway Auto Sales Ltd.	
	Collateral Classification	Equipment	
	Amount	200,000	
	Date of Maturity	-	
	No Fixed Maturity Date	X	
	Motor Vehicle	Year	-
		Make	-
		Model	-
		V.I.N.	-
	General Collateral Description	2007 Carver 466MY Boat Motor Yacht CDRD0179C607	
	Expiry date	Original expiry date: 2015 07 02	
	Amendments	-	
	Renewals	20140630 1643 7036 4394 Renewed 1 year	

16.	File Number	684553905	
	Registered Under	PPSA	
	Registration Number	20130206 0957 6005 5554	
	Registration Period	5 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	National Leasing Group Inc.	
	Collateral Classification	Equipment, Motor Vehicle	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	2013
		Make	Conolift
		Model	YH-915 Marine
		V.I.N.	2C9BE3263DP050003
	General Collateral Description	All trailer of every nature or kind described in lease number 2611466 between Mayo and Associates Ltd., as original lessor and the debtor, as lessee, which lease was assigned by the original lessor to the secured party, as amended from time to time, together with all attachments, accessories and substitutions.	
	Expiry date	Original expiry date: 2018 02 06	
	Amendments	-	
	Renewals	-	

17.	File Number	682211898	
	Registered Under	PPSA	
	Registration Number	20121017 1043 1529 1752	
	Registration Period	5 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Ford Credit Canada Limited	
	Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	X	
	Motor Vehicle	Year	2010
		Make	Ford
		Model	F150
		V.I.N.	1FTFW1EV2AFB89848
	General Collateral Description	-	
	Expiry date	Original expiry date: 2017 10 17	
	Amendments	-	
	Renewals	-	

18.	File Number	681222375	
	Registered Under	PPSA	
	Registration Number	20120905 1948 1531 4730	
	Registration Period	3 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	KCS International, Inc.	
	Collateral Classification	Inventory, Accounts	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	-
		Make	-
		Model	-
		V.I.N.	-
	General Collateral Description	One Cruisers Yachts Yacht, Model 380 Express, hull identification No. CRSEE129E113, Port Side Engine S/N A174910, Starboard Side Engine S/N A174909, Port Side Drive Train S/N A168492, Starboard Side Drive Train S/N A168493, and one Cruisers Yachts Yacht, Model 310 Express, Hull Identification No. CRSEA111J113, Port Side Engine S/N A190388, Starboard Side Engine S/N A190387, Port Side Drive Train S/N A190842, Starboard Side Drive Train S/N A190843, and the proceeds of the foregoing	
	Expiry date	Original expiry date: 2015 09 05	
	Amendments	-	
	Renewals	-	

19.	File Number	677540457	
	Registered Under	PPSA	
	Registration Number	20120412 1450 1530 2649	
	Registration Period	3 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Marquis Yachts, LLC	
	Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	-
		Make	-
		Model	-
		V.I.N.	-
	General Collateral Description	-	
	Expiry date	Original expiry date: 2015 04 12	
	Amendments	2120522 1947 1531 6157 To amend the collateral classification to indicate inventory, accounts, other	
	Renewals	-	

20.	File Number	676878993	
	Registered Under	PPSA	
	Registration Number	20120316 1049 1529 4169	
	Registration Period	5 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Ford Credit Canada Limited	
	Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	X	
	Motor Vehicle	Year	2012
		Make	Ford
		Model	F350
		V.I.N.	1FT8W3BT8CEA30753
	General Collateral Description	-	
	Expiry date	Original expiry date: 2015 03 16	
	Amendments	-	
	Renewals	-	

21.	File Number	675240831	
	Registered Under	PPSA	
	Registration Number	20111222 1142 1902 7358	
	Registration Period	5 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Crawmet Corp.	
	Collateral Classification	Inventory, Equipment, Accounts, Other	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	-
		Make	-
		Model	-
		V.I.N.	-
	General Collateral Description	General Security Agreement	
	Expiry date	Original expiry date: 2016 12 22	
	Amendments	-	
	Renewals	-	

22.	File Number	675122661	
	Registered Under	PPSA	
	Registration Number	20111216 1451 1530 4078	
	Registration Period	3 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	KCS International, Inc.	
	Collateral Classification	Inventory, Accounts	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	-
		Make	-
		Model	-
		V.I.N.	-
	General Collateral Description	<p>One Cruisers Yachts Yacht, Model 310 Express, Hull Identification No. US-CRSEA104G122, Port Side Engine S/N A179972, Starboard Side Engine S/N A179973, Port Side Drive Train S/N A180795, Starboard Side Drive Train S/N A18796.</p> <p>One Cruisers Yachts Yacht, Model 350 Express, Hull Identification No. US-CRSEC111H112, Port Side Engine S/N A182743, Starboard Side Engine S/N A182744, Port Side Drive Train S/N A182473, Starboard Side Drive Train S/N A182474.</p> <p>One Cruisers Yachts Yacht, Model 380 Express, Hull Identification No. US-CRSEE109H112, Port Side Engine S/N</p>	

		<p>A183271, Starboard Side Engine S/N A183270, Port Side Drive Train S/N A181953, Starboard Side Drive Train S/N A181954.</p> <p>One Cruisers Yachts Yacht, Model 41 Cantius, Hull Identification No. US- CRSXF103H112, Port Side Engine S/N A187358, Starboard Side Engine S/N A187359, Port Side Drive Train S/N 3194012674, Starboard Side Drive Train S/N 3194012675.</p> <p>And the proceeds of the foregoing.</p>
	Expiry date	Original expiry date: 2014 12 16
	Amendments	-
	Renewals	-

23.	File Number	673696071	
	Registered Under	PPSA	
	Registration Number	20111017 1947 1531 3887	
	Registration Period	4 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Financialinx Corporation	
	Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle	
	Amount	88,942	
	Date of Maturity	11 October 2015	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	2011
		Make	Cadillac
		Model	Escalade AWD
		V.I.N.	1GYS4CEF6BR190052
	General Collateral Description	-	
	Expiry date	Original expiry date: 2015 10 17	
	Amendments	-	
	Renewals	-	

24.	File Number	671768019	
	Registered Under	PPSA	
	Registration Number	20110727 1456 1530 6363	
	Registration Period	5 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Ford Credit Canada Limited	
	Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	X	
	Motor Vehicle	Year	2011
		Make	Ford
		Model	F350
		V.I.N.	1FT8W3BTXBEC59367
	General Collateral Description	-	
	Expiry date	Original expiry date: 2016 07 27	
	Amendments	Discharged by 20141120 1038 1529 3619	
	Renewals	-	

25.	File Number	670226562	
	Registered Under	PPSA	
	Registration Number	20110530 1146 1590 2453	
	Registration Period	10 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	1728259 Ontario Inc.	
	Collateral Classification	Equipment, Other	
	Amount	469,906	
	Date of Maturity	01 May 2021	
	No Fixed Maturity Date	-	
	Motor Vehicle	Year	-
		Make	-
		Model	-
		V.I.N.	-
	General Collateral Description	75 Tonne Marine Travelift Bearing Serial #3480-0910	
	Expiry date	Original expiry date: 2016 05 30	
	Amendments	-	
	Renewals	-	

26.	File Number	661282434	
	Registered Under	PPSA	
	Registration Number	20100511 1444 8077 1064	
	Registration Period	6 years	
	Debtor Name	Crate Marine Sales Limited, Lloyd Crate, Lloyd F. Crate, Greg Crate, Gregory Crate, Greg J. Crate, Gregory J. Crate	
	Secured Party	VFS Canada Inc.	
	Collateral Classification	Equipment, Other, Motor Vehicle	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	X	
	Motor Vehicle	Year	2010
		Make	Mack
		Model	CXU613
		V.I.N.	1M1AW07Y7AN009782
	General Collateral Description	-	
	Expiry date	Original expiry date: 2016 05 11	
	Amendments	-	
	Renewals	-	

27.	File Number	658824723	
	Registered Under	PPSA	
	Registration Number	20100120 1420 5064 3733	
	Registration Period	6 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	General Electric Canada Equipment Finance G.P.	
	Collateral Classification	Inventory, Equipment, Accounts, Other, Motor Vehicle	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	X	
	Motor Vehicle	Year	2009
		Make	Conolift
		Model	YH-152OXD
		V.I.N.	2C9BXS2X9P050029
	General Collateral Description	-	
	Expiry date	Original expiry date: 2016 01 20	
	Amendments	-	
	Renewals	-	

28.	File Number	658691082	
	Registered Under	PPSA	
	Registration Number	20100112 1454 1530 2286	
	Registration Period	5 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Ford Credit Canada Limited	
	Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	X	
	Motor Vehicle	Year	2010
		Make	Ford
		Model	F150
		V.I.N.	1FTFW1EVXAFA39034
	General Collateral Description	-	
	Expiry date	Original expiry date: 2015 01 12	
	Amendments	-	
	Renewals	-	

29.	File Number	658691091	
	Registered Under	PPSA	
	Registration Number	20100112 1454 1530 2287	
	Registration Period	5 years	
	Debtor Name	Crate Marine Sales Limited	
	Secured Party	Ford Credit Canada Limited	
	Collateral Classification	Consumer Goods, Equipment, Other, Motor Vehicle	
	Amount	-	
	Date of Maturity	-	
	No Fixed Maturity Date	X	
	Motor Vehicle	Year	2010
		Make	Ford
		Model	F150
		V.I.N.	1FTFW1EV6AFA80468
	General Collateral Description	-	
	Expiry date	Original expiry date: 2015 01 12	
	Amendments	-	
	Renewals	-	

30.	File Number	900793782
	Registered Under	CSRA
	Registration Number	CSRA No. 079378
	Registration Period	-
	Debtor Name	Crate Marine Sales Limited
	Secured Party	The Bank of Nova Scotia
	Security	Debenture
	Amount	\$4,000,000, payable on demand
	Maturity Date	None
	Interest Rate	20% per annum, calculated and payable monthly

SCHEDULE 2(CSA - VRQS Owner Query) ¹³

1.	Official Number	833890
	Owner Name	Crate Marine Quebec
	Vessel Name	Simone II
	Vessel Type	Pleasure Craft
	Year Built	2008
	Builder Name	Cruisers Yachts
	Port of Registry	Montreal
	Status	Registered
	Registry Date	2012-10-29
	Certificate Expires	2015-11-30
	Number of Encumbrances	1
	Mortgage Particulars	Amount: \$400,000 Date: 2013-02-01 Mortgagee: Andre Gagne

¹³ The above vessel registration is one of several vessel registrations noted in the VQRS system; however, it is the only registration for which particulars of a mortgage were also noted.

SCHEDULE 3

(Search of Register of Personal and Movable Rights – Quebec)

[See following pages]

TAB Y

January 15, 2015

A. Farber & Partners Inc.
150 York Street
Suite 1600
Toronto, Ontario
M5H 3S5

Attention: Stuart Mitchell, Senior Vice-President

Dear Sir:

**Re: Review of certain security granted by Crate Marine Sales Limited ("Crate Marine")
in favour of Marquis Yachts, LLC ("Marquis")**

In connection with your acting as Receiver and as Trustee in Bankruptcy with respect to Crate Marine pursuant to the *Bankruptcy and Insolvency Act* (Canada) and the Amended Order of Justice Newbould of the Ontario Superior Court of Justice (Commercial List) dated December 8, 2014 terminating the bankruptcy proposal proceedings, you have asked us to provide our views in respect of the Financing Documents (as defined below).

This opinion is provided to you in your capacity as Receiver and as Trustee in Bankruptcy and is limited to our review of copies of the following documents entered into by Crate Marine:

- (a) an inventory finance program agreement dated May 14, 2012 made between Marquis, as lender, and Crate Marine, as dealer, (the **"Inventory Program Agreement"**);¹
- (b) an inventory finance and security agreement dated May 15, 2012, granted by Crate Marine, as dealer, in favour of Marquis, as lender (the **"Inventory Finance and Security Agreement"**);²

¹ We note that the default rate of interest of "18% per annum compounded monthly" specified in this agreement is contrary to Section 8(1) of the *Interest Act* (Canada) which prohibits an increase in the interest rate following default.

² We note that section 15 of this agreement provides that, "Dealer acknowledges that all legal and beneficial ownership and title to all goods sold to Dealer by Lender from time to time remain in Lender until the full purchase price in those goods and all interest (including service charges, if any) have been paid in full."

- (c) an assignment and acceptance agreement dated as of December 13, 2014, made between Marquis, as assignor, and Northpoint Commercial Finance LLC ("**Northpoint**"), as assignee, assigning all rights and obligations under the Inventory Finance and Security Agreement and under all promissory notes, guaranties, PPSA financing statements, notices of purchase money security interest, mortgages, deeds of trust, insurance policies, evidence of insurance, letters of credit, cash collateral agreements (and the cash held pursuant thereto), subordination agreements, intercreditor agreements, invoices for the sale of inventory currently financed under the Inventory Finance and Security Agreement, manufacturer's certificate/statement or origin for inventory currently financed under the Inventory Finance and Security Agreement, program letters, and any other instruments or documents related to the Inventory Finance and Security Agreement (the "**Assignment and Acceptance Agreement**");³

The documents in (a) and (b) above are, collectively, referred to herein as the "**Financing Documents**".

We have also reviewed the following additional documents provided by Marquis to substantiate its claim that it has a valid purchase money security interest ("**PMSI**") pursuant to the *Personal Property Security Act* (Ontario) ("**PPSA**") ranking in priority to the interests of other secured creditors over Crate Marine's assets (an issue on which we do not opine herein):

- (d) a pro forma invoice dated 11/22/2013 in respect of a Marquis 500 Sport Bridge, model 5057 (the "**Yacht**"), bearing hull serial number MQYE5048L314 and engine numbers A240987, A238123 and A237008 (the "**Pro Forma Invoice**");
- (e) an eManifest Portal Lead Sheet for cargo control number 7SBU0255 date stamped January 3, 2014 by Canada Border Services Agency (the "**Manifest**");
- (f) a uniform bill of lading, undated, by the delivering carrier "Crates Marine" in respect of a Marquis 500 Sport Bridge, model 5057, bearing hull serial number MQYE5048L314 and engine numbers A240987, A238123 and A237008 (the "**Bill of Lading**");
- (g) a Canada Customs Invoice dated December 19, 2013, by Carver Yachts, LLC, as vendor, and Crate Marine, as consignee, evidencing transportation by Mendelssohn Event Logistics, Chicago, Illinois, in respect of serial number

³ We note that Marquis has two registered PPSA financing statements, only one of which was assigned to Northpoint. We believe this to be an inadvertent error. It would be prudent to seek evidence from Marquis that it has no claims against Crate Marine other than those which were assigned to Northpoint.

CVRC7006L314 and serial number MQYE5048L314 (the "**Customs Invoice**");

- (h) an order form dated December 18, 2013 by Crate Marine, as exhibitor, engaging Mendelsohn Event Logistics for customs clearance services in respect of a shipment dated December 19, 2013 and carrier Drew Marine Trans. Pertaining to "5 pieces, Bridge, Hardtop, IPS x 3, weight 5,000 lbs" (the "**Order Form**");
- (i) a notification dated April 23, 2012 by Marquis, by its agents Pallett Valo LLP to Crawmet Corp., notifying the recipient that Marquis "has or expects to acquire a purchase-money security interest in certain inventory of Crate Marine Sales Limited and in the proceeds of such inventory, including but not limited to proceeds in the form of cash, trade-ins, accounts, chattel paper and instruments" and more particularly in "Marine Products, including but not limited to outboard and inboard motors and engines, Marquis- and Carver- branded new and used yachts and boats (the "**PMSI Notice**)";
- (i) a registration receipt by Canada Post dated April 23, 2012, evidencing delivery to Crawmet Corp. of registered domestic mail (the "**Registration Receipt**").

In conducting our review and for the purposes of the opinions given herein, we have made the assumptions contained in our opinion to the Receiver and Trustee dated January 15, 2015 in respect of the Crawmet Corp. Financing Documents (the "**Crawmet Opinion**"), which are incorporated herein by reference, *mutatis mutandis* (collectively, the "**Assumptions**"). Additionally, our opinions herein are subject to the qualifications and limitations contained in the Crawmet Opinion which are also incorporated herein by reference, *mutatis mutandis* (collectively, the "**Qualifications**"). We confirm that the restrictions and limitations on this report, as herein contained, are satisfactory to you.

The undertaking, business, property, assets, interests, and rights of Crate Marine in which Crawmet has been granted a security interest pursuant to the terms of the Inventory Finance and Security Agreement are collectively referred to herein as the "**Charged Property**". In summary, the Charged Property consists of the property more particularly set forth in Schedule 1 to this Opinion.

We note that in paragraph 60 of the affidavit of Steven Crate sworn November 28, 2014 (the "Crate Affidavit") that it is stated that a "50-foot Marquis boat", which we believe is the same vessel as the Yacht, is "...owned by Carver-Marquis and was delivered to Crate [Marine] by Carver-Marquis on December 10, 2013, pursuant to a consignment arrangement, along with two other Carver boats, in order to allow Crate [Marine] to display and sell those boats at the Toronto International Boat Show in January 2014. Carver-Marquis retained title and possession of the Title Documents in respect of the Marquis.". If

this statement is correct, there may be additional documents such as a consignment agreement creating rights or interests in the Yacht in favour of Marquis or any assignee.

We have made no investigation of the laws of any jurisdiction other than, and the opinions hereinafter expressed are restricted to, the laws of the Province of Ontario and the federal laws of Canada applicable therein as of the date hereof and, insofar as the laws of other jurisdictions are relevant, we express no opinion thereon. Without limiting the foregoing, we express no opinion with respect to:

- (a) the laws of any other jurisdiction (other than the laws of Ontario and the federal laws of Canada) to the extent such laws may govern any aspect of the Financing Documents or govern the validity, the perfection, the effect of perfection or non-perfection, or the enforcement of any Security Interests created thereunder as a result of the application of the conflict of laws rules of Ontario, including, without limitation, Sections 5 to 8.1 of the PPSA and Section 7 of the *Canada Shipping Act* (Canada) (the "CSA");
- (b) whether, pursuant to the conflict of laws rules of any jurisdiction other than Ontario and other than the federal laws of Canada, that the laws of Ontario would govern the validity, the perfection, the effect of perfection or non-perfection, or enforcement of any security interests created by the Inventory Finance and Security Agreement; or,
- (c) the application of conflict of laws rules or principles of paramountcy as between the PPSA and the CSA.

In connection with this opinion, no review has been made of any of the transactions, agreements, indentures or other instruments of the Crate Marine for the purposes of identifying matters described in this opinion, other than a review of the Financing Documents. Furthermore, no review of the minute books of Crate Marine has been undertaken by our firm.

We have considered such questions of law as we have considered relevant and necessary as a basis for the opinions hereinafter expressed.

OPINIONS

Subject to the assumptions, qualifications and comments we have made herein and in the Schedules attached hereto, and the Discussion contained below, we are of the opinion that:

1. Each of the Financing Documents constitutes a valid and binding obligation of Crate Marine, each enforceable against Crate Marine in accordance with its terms;
2. Crate Marine has duly executed and delivered the Financing Documents;

3. The Inventory Finance and Security Agreement creates in favour of Marquis, a valid security interest in the Charged Property identified therein to which the PPSA applies;⁴ and,
4. The Inventory Finance and Security Agreement has been registered, filed or recorded in all public offices where the registration, filing or recording thereof is required under the laws of the Province of Ontario to perfect the security interest created by the Inventory Finance and Security Agreement in the applicable Charged Property to which the PPSA applies.

RELIANCE

All opinions expressed herein are provided to you and are for the sole purpose of the performance of the duties of the Trustee and the Receiver in respect of its appointment by the Court, and including any future appointment in respect of Crate Marine, and may not be relied on by any other person, firm, corporation or entity without the prior written consent of Goldman, Sloan, Nash & Haber LLP. This opinion is given as of the date hereof and we do not undertake, and hereby expressly disclaim, any obligation to advise you of any change in any matters set forth herein.

SEARCHES CONDUCTED

We have conducted, or have caused to be conducted, such public registration searches for filings or registrations made in Ontario, or federally in Canada, in the applicable offices of public record, against Crate Marine as we have deemed appropriate. These searches include corporate profile searches, PPSA searches and CSA searches, all as more specifically set out in Schedule "A" of the Crawmet Opinion. The searches were conducted in respect of the current legal name of Crate Marine, in each case as of the dates set forth in the Crawmet Opinion. We note that given the specific mandate to assess the Inventory Finance and Security Agreement and the fact that Marquis is not a Schedule I or II bank within the meaning of the *Bank Act* (Canada), we have not conducted searches relating to the *Bank Act* (Canada) or registered judgments or writs of execution, or other searches typically conducted in the context of a broad security review of all security interests asserted against a debtor.

We confirm your advice that our review based upon these searches, and our reliance upon such searches in giving the opinions set out herein, is satisfactory for your purposes at this time.

⁴ It would appear from the Assignment and Acceptance Agreement that Northpoint is now the assignee of Marquis' security interests in the Charged Property.

We trust that the foregoing is satisfactory. Should you have any questions or comments, please do not hesitate to contact us.

Yours truly,

Goldman, Sloan, Nash & Haber LLP

GOLDMAN, SLOAN, NASH & HABER LLP

SCHEDULE 1
DESCRIPTION OF COLLATERAL IN
INVENTORY FINANCE AND SECURITY AGREEMENT

The term "Purchased Inventory" is described as "...new inventory, equipment or other items from Lender or its affiliates...".

The Lender has taken a security interest (the "Security Interest") in all of the following assets of the Dealer, whether now owned or subsequently owned or acquired by or on behalf of the Dealer and wherever situate (the "Collateral"):

[following described in brief]

- (a) all Purchased Inventory for sale or lease;
- (b) all trade-ins;
- (c) all monetary obligations;
- (d) renewals, accretions, substitutions; and,
- (e) proceeds.

"Without limiting the generality of the foregoing, the Security Interest is intended to be a purchase-money security interest in respect of Collateral to the extent available under applicable law."

TAB Z

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of the 8th day of February, 2015.

BETWEEN:

A. FARBER & PARTNERS INC.
in its capacity as 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.,
and not in its personal capacity
(the “**Vendor**”)

- and -

2450902 ONTARIO LIMITED
(the “**Purchaser**”)

WHEREAS:

- A. Until December 8, 2014, Crate Marine Sales Limited (“**Crate Marine**”) operated the Business at the Locations (as such terms are hereinafter defined);
- B. On November 14, 2014, Crate Marine, F. S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd. (collectively, the “**Debtors**”) filed Notices of Intention to Make a Proposal pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c.B-3;
- C. On December 8, 2014, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made an order (such order, as amended, the “**Appointment Order**”), *inter alia*: (i) appointing A. Farber & Partners Inc. (“**Farber**”) receiver (the “**Receiver**”) over the assets, undertakings and properties of the Debtors, acquired for, or used in relation to the Business, including all proceeds thereof; and (ii) appointing Farber as trustee in bankruptcy of the Debtors (the “**Trustee**”);
- D. The Vendor will bring a motion for the Sales Process Order (as hereinafter defined) to authorize the Vendor to enter into this Agreement and conduct a sales process with respect to the Purchased Assets (as hereinafter defined); and
- E. The Purchaser has agreed to purchase from the Vendor, and the Vendor has agreed to sell to the Purchaser, the respective right, title and interest of the Debtors in and to the Purchased Assets on the terms and conditions set out herein.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth in this Agreement and the sum of Two (\$2.00) Dollars now paid by each of the Vendor and Purchaser to the other and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereto covenant and agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Definitions. The following terms will have the following meanings:

- (a) “**138**” means 1382416 Ontario Ltd.;
- (b) “**219**” means 2192422 Ontario Ltd.;
- (c) “**Acceptance Date**” means the date that this Agreement is executed by each of the parties hereto;

- (d) **“Additional Excluded Assets”** has the meaning ascribed thereto in Section 2.6 hereof;
- (e) **“Affiliate”** means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate;
- (f) **“Agreement”** means this agreement, as it may be supplemented, amended, restated or replaced from time to time by written agreement between the parties;
- (g) **“Assumed Contracts”** has the meaning ascribed thereto in Section 2.9 hereof;
- (h) **“Assumed Leases”** has the meaning ascribed thereto in Section 2.9 hereof;
- (i) **“Assumed Locations”** means those Locations described in Sections 1.1(II)(i)-(iii), inclusive, subject to the provisions of Sections 2.6 and/or 2.9 hereof;
- (j) **“Assumed Secured Debt”** has the meaning ascribed thereto in Section 2.2(a) hereof;
- (k) **“Auction”** has the meaning ascribed thereto in Section 6.1(b) hereof;
- (l) **“Authority”** means any governmental authority, body, agency, commission, board, bureau, or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Lands, and **“Authorities”** means all such authorities, bodies, agencies, commissions, bureaus, departments and boards;
- (m) **“Bid Deadline”** has the meaning set out in Schedule “A” to the Sales Process Order;
- (n) **“Boat Slips”** means the boat slips forming part of the Locations;
- (o) **“Boat Slip Leases”** means the right, title and interest of the respective Debtors to all rental agreements, leases, agreements to lease, subleases, license agreements and occupancy or other agreements relating to the use of the Boat Slips;
- (p) **“Books and Records”** means all books, records, files and papers Related to the Business in the Vendor’s possession or control;
- (q) **“Business”** means the operation collectively by the Debtors of a used and new boat and yacht dealership and the marinas from the Locations, including, without limitation, (i) lease of the Boat Slips, and (ii) provision of various services and facilities relating to the storage, servicing and maintenance of boats and yachts;
- (r) **“Business Day”** means any day that is not a Saturday, Sunday or statutory holiday in the Province of Ontario;
- (s) **“Claims”** means the right, title and interest of the (i) respective Debtors to and in all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on such basis as may be ordered by a court and other professional fees and disbursements, interest, demands, causes of action and actions of any nature or any kind whatsoever; (ii) respective Debtors, the Vendor and the Trustee to and in the proceeding commenced by the Vendor under Court File No. CV-15-10830-00CL; and (iii) respective Debtors, the Vendor and the Trustee to and in the proceeding commenced by the Vendor under Court File NO. CV-15-10849-00CL; and
- (t) **“Contracts”** means the right, title and interest of the respective Debtors to and in all pending and/or executory contracts, agreements, leases and arrangements Related to the Business to or by which any of the Debtors or any of the Purchased Assets or Business is bound or affected, other than the Leases;

- (u) “**Closing Date**” or “**Closing**” means the date which is three (3) Business Days immediately following the date upon which the Vesting Order is granted or such other date as the Vendor and the Purchaser shall mutually agree upon, but in no event later than March 31, 2015;
- (v) “**Crawmet Charges**” means collectively, the charges/mortgages of land as further described in Schedule “D” attached hereto;
- (w) “**Crawmet GSA**” means the general security agreement made by Crate Marine in favour of Crawmet Corp. dated as of the 22nd day of December, 2011;
- (x) “**Customer Boats**” means all boats in the possession of the Debtors or the Receiver that are or were subject to Boat Slip Leases or other bailment arrangements;
- (y) “**Deposit**” shall have the meaning ascribed thereto in Section 2.3(a) hereof;
- (z) “**DPII**” means Dwight Powell Investments Inc.;
- (aa) “**Ereg**” shall have the meaning ascribed thereto in Section 8.5 hereof;
- (bb) “**ETA**” means the *Excise Tax Act* (Canada);
- (cc) “**Equipment**” means the right, title and interest of the respective Debtors to all furniture, furnishings, equipment, chattels, vehicles and other tangible personal property of every nature and kind, which are owned by any Debtor and incorporated in, situate upon and/or used in connection with the Lands and/or the operation of the Business, including, without limitation, those items more particularly described on Schedule “B” attached hereto;
- (dd) “**Excluded Assets**” means collectively, the following:
 - (i) all cash on hand, certificates of deposit or similar instruments, including those in banks or other depositories in an account of the Vendor; and
 - (ii) any Additional Excluded Assets;
- (ee) “**HST**” means any harmonized sales tax or value added tax exigible or applicable in Ontario pursuant to the ETA as it may relate to the subject transaction;
- (ff) “**Intellectual Property**” means the right, title and interest of the respective Debtors in the following items Related to the Business:
 - (i) the business and trade names;
 - (ii) all copyrights and trade-marks (whether used with wares or services and including the goodwill attaching to such trade-marks), registrations and applications for trade-marks and copyrights; and
 - (iii) all rights and interests in and to all telephone numbers, websites, e-mail addresses and business styles;
- (gg) “**Inventory**” means the right, title and interest of the respective Debtors to all goods and supplies that are held for sale or lease or that have been leased or that are to be furnished or have been furnished under a contract of service, Related to the Business, as of midnight on the night immediately prior to the Closing Date including without limitation those boats more particularly described in Schedule “F” attached hereto but, for greater certainty, shall not include Customer Boats;
- (hh) “**ITA**” means the *Income Tax Act* (Canada);

- (ii) **“Lands”** means the right, title and interest of the respective Debtors in those lands and premises more particularly described on Schedule “A” attached hereto;
- (jj) **“Leases”** means collectively, the Personal Property Leases, Boat Slip Leases and Real Property Leases;
- (kk) **“Licenses”** means the respective right, title and interest of the Debtors to all licenses, permits, filings, authorizations, approvals or indicia of authority Related to the Business or necessary for the conduct of the Business;
- (ll) **“Locations”** means collectively, the marinas and dealerships, to the extent applicable, operated by the Debtors at the following locations:
 - (i) 290 The Queensway South, Keswick, Ontario L4P 2B3;
 - (ii) 150 Laguna Parkway, Brechin, Ontario L0K 1B0;
 - (iii) 1354 Metro Road North, Willow Beach, Ontario L0E 1F0;
 - (iv) 1 Port St. East, Mississauga, Ontario L5G 4N1; and
 - (v) 951A Rue Principale, St.-Paul-Ile-Aux-Noix, Quebec J0J 1G0;
- (mm) **“Permitted Encumbrances”** means the encumbrances and other documents affecting title to the Lands, as described in Schedule “C” attached hereto, together with any valid and enforceable “purchase-money security interests” (as such term is defined in the *Personal Property Security Act* (Ontario)) and true leases in and to the Equipment and the Inventory having priority to the Crawmet GSA, other than any of the foregoing which have been barred pursuant to the Property Claims Procedure Order;
- (nn) **“Person”** is to be broadly interpreted and includes any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Authority or other entity however designated or constituted;
- (oo) **“Personal Property Leases”** means the right, title and interest of the respective Debtors to all chattel leases, equipment leases, rental agreements, conditional sales contracts and other similar agreements Related to the Business;
- (pp) **“Powell Charges”** means collectively, the charges/mortgages of land as further described in Schedule “D” attached hereto;
- (qq) **“Property Claims Procedure Order”** means the Order made by the Court on December 23, 2014 establishing a claims procedure for proprietary and secured claims in a boat or other tangible personal property in the possession of the Debtors or any other Person on behalf of the Debtors on or after the date of the Appointment Order;
- (rr) **“Purchase Price”** means the consideration payable by the Purchaser for the transfer of the respective right, title and interest of the Debtors to the Purchased Assets in accordance with Section 2.2 hereof;
- (ss) **“Purchased Assets”** means collectively, all assets, undertakings and properties of the Debtors, acquired for, or used in relation to the Business, including, without limitation, the following:
 - (i) the Lands;
 - (ii) the Equipment;
 - (iii) the Assumed Contracts, to the extent transferrable;

- (iv) the Assumed Leases, to the extent transferrable;
- (v) the Licenses, to the extent transferrable;
- (vi) the Inventory;
- (vii) the Books and Records;
- (viii) the Receivables;
- (ix) the Intellectual Property, to the extent transferrable;
- (x) the goodwill attaching to the Business, to the extent transferrable;
- (xi) all warranties and guarantees Related to the Business, to the extent transferrable;
- (xii) all riparian rights as may be required to permit access to and use of the Boat Slips and any gas docks forming part of the Assumed Locations;
- (xiii) the Securities; and
- (xiv) the Claims;

but excluding the Excluded Assets;

- (tt) **“Purchaser’s Solicitors”** means the firm of Chaitons LLP, Barristers and Solicitors, 5000 Yonge Street, 10th Floor, Toronto, Ontario M2N 7E9 (Attention: Harvey Chaiton) Telephone No. (416) 218-1129, Telecopier No. (416) 218-1849;
- (uu) **“Real Property Leases”** means the right, title and interest of the respective Debtors to all leases, agreements, contracts and other similar agreements directly or indirectly, used in, arising from, or relating in any manner to the occupation by any of the Debtors of the Assumed Locations;
- (vv) **“Receivables”** means the right, title and interest of the respective Debtors to all accounts receivable, bills receivable, trade accounts, book debts, insurance claims, loans made by any of the Debtors to any of their respective shareholders and/or any other Person(s), and choses-in-action, now or hereafter due or owing to any of the Debtors, Related to the Business together with any unpaid interest accrued on such items and any security or collateral for such items, including recoverable deposits, attributable to the period prior to Closing;
- (ww) **“Receiver’s Certificate”** has the meaning ascribed thereto in Section 8.2 hereof;
- (xx) **“Receiver’s Charge”** has the meaning set out in the Appointment Order;
- (yy) **“Receiver’s Borrowings Charge”** has the meaning set out in the Appointment Order;
- (zz) **“Related to the Business”** means, directly or indirectly, used in, arising from, or relating in any manner to the Business and/or the Purchased Assets;
- (aaa) **“Requisition Period”** has the meaning ascribed thereto in Section 3.5 hereof;
- (bbb) **“Rights”** has the meaning ascribed thereto in Section 9.12 hereof;
- (ccc) **“Sales Process Order”** means an order to be sought from the Court upon terms acceptable to the parties hereto, each acting reasonably, that alone or in combination, among other things authorizes the Vendor to enter into this Agreement and to conduct a sales process for the right, title and interest of the respective Debtors to the Purchased Assets and Excluded Assets;

- (ddd) **“Secured Debt”** means any and all amounts secured by the Crawmet Charges, the Crawmet GSA and the Powell Charges, including any and all principal, interest, fees and other amounts as set out in Schedule “E” herein;
- (eee) **“Securities”** means all shares and securities held by any of the Debtors in the capital of any other corporations, including, without limitation, the shares owned by 138 in 219, as further described in Section 5.4(k) hereof and specifically excluding the shares held by any of the Debtors in the capital of any other of the Debtors;
- (fff) **“Stalking Horse Bid”** has the meaning ascribed thereto in Section 6.1(a) hereof;
- (ggg) **“Superior Bid(s)”** shall mean an all cash offer or offers by any Person(s) other than the Purchaser or its Affiliates to purchase all or any of the right, title and interest of the respective Debtors to the Purchased Assets, which has or in the aggregate have cash consideration at least Five Hundred Thousand (\$500,000) Dollars higher than the Purchase Price in this Stalking Horse Bid as determined pursuant to the Sales Process Order, provided that no offer(s) shall qualify as a Superior Bid unless it meets, among other things, the following minimum criteria:
 - (i) the offer(s) must be accompanied by a cash deposit which is at least equal to five (5%) percent of the purchase price or aggregate purchase prices offered therein;
 - (ii) the offer(s) must provide for the payout in full in cash of the Assumed Secured Debt on Closing;
 - (iii) the offer(s) must be irrevocable until April 10, 2015 and specify that the Closing shall take place prior to April 20, 2015;
 - (iv) the offer(s) must be on terms in the aggregate no less favourable and no more burdensome or conditional than the Stalking Horse Bid;
 - (v) except as provided in sub-clause (ii) above, the offer(s) must be substantially in the form of the Stalking Horse Bid, with any changes to the offer(s) black-lined against the Stalking Horse Bid;
 - (vi) the offer(s) must be supported by evidence in writing of (a) liquidity, or (b) committed financing from a lender and on terms and conditions (if any) satisfactory to the Vendor, in its sole discretion, in each case sufficient, in the sole discretion of the Vendor, to close a transaction within the timelines detailed in the Sales Process Order.
- (hhh) **“Taxes”** means all taxes, charges, fees, levies, imposts and other assessments, including all income, goods and services, value added, capital, capital gains, withholding, excise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments or similar charges in the nature of a tax and any interest, fines and penalties, imposed by any Authority and whether disputed or not;
- (iii) **“Vendor’s Deliveries”** shall have the meaning ascribed thereto in Section 2.8 hereof;
- (jjj) **“Vendor’s Knowledge”** means to the best of the knowledge, information and belief of the Vendor, its officers, directors, employees, agents and representatives, in all instances, without independent verification;
- (kkk) **“Vendor’s Solicitors”** means the firm of Goldman Sloan Nash & Haber LLP, Barristers and Solicitors, 480 University Avenue, Suite 1600, Toronto, Ontario M5G 1V2 (Attention: Michael B. Rotsztain) Telephone No. (416) 597-7870, Telecopier No. (416) 597-3370;
- (lll) **“Vesting Order”** means an order to be sought from the Court vesting the Trustee’s and the Debtors’ respective right, title and interest in the Purchased Assets in the Purchaser or its permitted assignee; and
- (mmm) **“Winning Bidder”** has the meaning ascribed thereto in Section 6.1(b) hereof.

1.2 Schedules. The following are the Schedules attached to this Agreement:

Schedule "A":	Description of the Lands
Schedule "B":	Equipment
Schedule "C":	Permitted Encumbrances
Schedule "D":	Description of the Crawmet Charges and the Powell Charges
Schedule "E":	Secured Debt
Schedule "F":	Inventory of Boats

1.3 Interpretation. In and for the purpose of this Agreement, except as otherwise expressly provided:

- (a) "this Agreement" means this agreement as may from time to time be supplemented or amended, and includes the Schedules;
- (b) all references in this Agreement to designated Articles, Sections, subsections, paragraphs, clauses or Schedules are to the designated Articles, Sections, subsections, paragraphs, clauses or Schedules of or attached to this Agreement;
- (c) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, subsection, paragraph or clause;
- (d) the headings are for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (e) the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a body corporate, the word "or" is not exclusive and the word "including" is not limiting (whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto); and
- (f) all dollar amounts referred to in this Agreement are stated in Canadian Dollars and any payment contemplated by this Agreement shall be made by cash, certified cheque, wire transfer or any other method that provides immediately available funds.

1.4 Governing Law. This Agreement will be governed by and interpreted, and the rights and remedies of the parties hereto determined, in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereto hereby agree and attorn to the jurisdiction of the Court.

ARTICLE 2 – TRANSFER, PURCHASE PRICE AND PAYMENT

2.1 Agreement. The Purchaser hereby agrees to purchase the Purchased Assets from the Vendor and the Vendor hereby agrees to sell the Purchased Assets to the Purchaser, subject to the terms and conditions set forth herein.

2.2 Purchase Price. The purchase price payable by the Purchaser to the Vendor (or as it may otherwise direct) for the Purchased Assets shall be equal to the aggregate of the following (the "**Purchase Price**"), which amounts shall be adjusted as of the Closing Date in accordance with the provisions hereof:

- (a) the Secured Debt less the sum of One Million (\$1,000,000) Dollars in respect of amounts secured by the Crawmet GSA (the "**Assumed Secured Debt**");
- (b) any and all amounts secured by the Receiver's Charge and the Receiver's Borrowings Charge at Closing;
- (c) the amount estimated by the Receiver to be the aggregate fees, disbursements and expenses of the Receiver and the Trustee, and of their Counsel, including without limitation the fees, disbursements and expenses for the matters described in Section 2.11(e), for the period from and after Closing to the discharges of the Receiver and the Trustee respectively. Should the aggregate of such fee and disbursements be less than the amount so paid, any surplus shall be refunded to the

Purchaser no later than thirty (30) days after the later of the date of discharge of the Receiver and the date of the discharge of the Trustee.

- (d) the additional sum of (i) Five Hundred and Fifty Thousand (\$550,000) Dollars in respect of the portion of the Lands legally described in PIN 03475-0135 (LT) (in addition to the assumption by the Purchaser of the Assumed Secured Debt registered against title thereto), and (ii) Seven Hundred and Ten Thousand (\$710,000) Dollars in respect of the portion of the Lands legally described in PINs 03475-1967 (LT) and 03475-1972 (LT); and
- (e) any and all other amounts and claims on account of realty tax arrears, utility arrears and source deductions, if any, which rank in priority to the Crawmet Charges, the Crawmet GSA and/or the Powell Charges on or against the Purchased Assets.

2.3 Payment of Purchase Price. The Purchaser shall satisfy the Purchase Price as follows:

- (a) by payment to the Vendor, in Trust, within one (1) Business Day following the Acceptance Date, a sum equal to Two Hundred and Fifty Thousand (\$250,000) Dollars in lawful money of Canada (the “**Deposit**”) by way of a certified cheque drawn on a solicitor’s trust account from a Canadian chartered bank (a “**Bank**”) listed in Schedule 1 to the Bank Act (Canada) (a “**Certified Cheque**”), wire transfer using the Large Value Transfer System administered by the Canadian Payments Association (a “**Wire Transfer**”), or bank draft drawn on a Bank purchased by the Purchaser’s solicitor (a “**Bank Draft**”), to be credited against the Purchase Price on Closing;
- (b) by the assumption of the Assumed Secured Debt on Closing, to be credited against the Purchase Price, accompanied by releases and discharges from Crawmet Corp., DPII, and Dwight Powell of the Debtors of and from the Assumed Secured Debt; and
- (c) the balance of the Purchase Price for the Purchased Assets by payment of such amount to the Vendor or as the Vendor may direct on the Closing Date by Certified Cheque, Wire Transfer or Bank Draft.

2.4 Allocation of Purchase Price. The Vendor and the Purchaser hereby acknowledge and agree that the Purchase Price shall be allocated amongst the Purchased Assets as the parties hereto may mutually agree prior to Closing, each acting reasonably, failing which, such determination shall be made by the Court or as otherwise may be directed by the Court, as submitted by either party hereto. The Purchaser and the Vendor shall follow such allocations in determining and reporting their liabilities for any Taxes and without limitation, shall file their respective income tax returns prepared in accordance with such allocations. Provided that nothing herein shall require the Vendor or the Trustee to file any income tax returns that it is not otherwise required to file.

2.5 Deposit. The Deposit shall be held by the Vendor without interest and shall be:

- (a) credited to the Purchaser against the Purchase Price on the Closing Date if the purchase and sale of the Purchased Assets is completed pursuant to this Agreement; or
- (b) refunded to the Purchaser without deduction if the purchase and sale of the Purchased Assets is not completed pursuant to this Agreement, provided that the Purchaser is not in default under this Agreement, which refund shall be accepted by the Purchaser in full satisfaction of all damages, losses, costs and expenses incurred by the Purchaser as a result of such non-completion; or
- (c) retained by the Vendor as liquidated damages, if the purchase and sale of the Purchased Assets is otherwise not completed pursuant to this Agreement, as a result of the Purchaser’s breach hereunder, without prejudice to any other rights and remedies it may have under this Agreement or at law or in equity as a result of such non-completion.

2.6 Additional Excluded Assets. Save and except as otherwise expressly set out herein, the Purchaser may, at its option, exclude any of the Purchased Assets (the “**Additional Excluded Assets**”) from the transaction contemplated hereby at any time prior to Closing upon delivery of prior written notice to the Vendor, whereupon such Additional Excluded Assets shall be deemed to form part of the Excluded Assets, provided, however, that there shall be no reduction in the Purchase Price as a result of such exclusion.

2.7 Capacity of Vendor. The Vendor is entering into this Agreement solely in its capacity as receiver of the assets, undertakings and properties of Debtors and not in its personal or any other capacity and the Vendor and its agents, officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith. Any claim against the Vendor shall be limited to and only enforceable against the property and assets then held by or available to it in its said capacity as receiver of the assets, undertakings and properties of the Debtors and shall not apply to its personal property and assets held by it in any other capacity. The term "Vendor" as used in this Agreement shall have no inference or reference to the present registered owner of the Purchased Assets. Provided that notwithstanding the foregoing and/or anything contained herein to the contrary, the Vendor hereby acknowledges and agrees that in the event that the Trustee's participation and/or assistance is required in order to fulfil the obligations of the Vendor hereunder and/or otherwise transfer any of the Purchased Assets to the Purchaser in accordance with the terms and conditions hereof, the Trustee shall provide such participation and/or assistance to the extent required, subject to obtaining such inspector and/or Court approval as may be required, and provided that the Purchaser shall first fund all costs and expenses and all payments to third parties and other amounts required to be paid or expended in connection with such participation and/or assistance.

2.8 Deliveries. The Vendor hereby covenants and agrees, commencing five (5) Business Days following the Acceptance Date, to provide access to the Purchaser during regular business hours on Business Days, to such of the following materials (collectively, the "**Vendor's Deliveries**") as may be in its possession, for the purposes of review by the Purchaser and, if desired, making photocopies or scanned copies at the Purchaser's expense:

- (a) **Survey:** copy of any plans of survey of the Lands, whether or not showing the location of all buildings situate thereon and easements;
- (b) **Contracts:** copies of the Contracts;
- (c) **Leases:** copies of the Leases;
- (d) **Licenses:** copies of the Licenses;
- (e) **Authorizations:** signed authorizations for off-title investigations, provided that such authorizations expressly prohibit any inspections to be conducted by any Authority in respect of the Purchased Assets;
- (f) **Other:** any other documentation and/or information in the possession of the Vendor pertaining to the Purchased Assets and/or the Business which the Purchaser may reasonably request.

The Purchaser acknowledges that the Vendor makes no representation and/or warranty as to the accuracy, completeness, correctness, fitness for purpose or comprehensiveness of the Vendor's Deliveries, and any information contained therein, or as to the Purchaser's entitlement to use or rely on same, and that the Purchaser shall be required to make its own investigations to satisfy itself in this regard.

2.9 Assumed Contracts and Assumed Leases. Save and except as hereinafter set out, the Purchaser shall give notice to the Vendor in writing, at least five (5) Business Days prior to the Closing Date, of those Contracts and Leases that it elects to assume on Closing (which Contracts and Leases shall be referred to as the "**Assumed Contracts**" and the "**Assumed Leases**", respectively). This Agreement and any document delivered under this Agreement will not constitute an assignment or an attempted assignment of any Contract and/or Lease contemplated to be assigned to the Purchaser under this Agreement which is not assignable without the consent of a third party if such consent has not been obtained and such assignment or attempted assignment would constitute a breach of such Contract and/or Lease, in which event, the provisions of Section 9.12 hereof shall govern.

2.10 Assumed Obligations. On Closing, the Purchaser shall assume and become liable for, and shall pay, satisfy, assume, discharge, observe, perform and fulfill, as applicable, the Assumed Secured Debt, together with all obligations under the Assumed Contracts, the Assumed Leases and the Licenses to the extent attributable to the period from and after Closing. Save and except as hereinbefore set out in this Section 2.10 and as provided in Sections 2.2 (b) and (c), the Purchaser shall not assume or be obligated or responsible to pay, perform, satisfy or otherwise discharge any liabilities of the Vendor, or the Business, whether incurred prior to or subsequent to the Closing Date.

2.11 Property Claims Procedure Order Matters. The following provisions shall apply to the Customer Boats, Equipment and Inventory, which are subject to the Property Claims Procedure Order:

- (a) capitalized terms not otherwise defined in this Section shall have the meanings ascribed thereto in the Property Claims Procedure Order;
- (b) the Purchaser acknowledges that the Vendor has continuing duties, responsibilities, actions and roles under the Property Claims Procedure Order and that on Closing there may be (i) Customer Boats remaining at the Assumed Locations as a result of, among other things, Property Claims not having been asserted against such Customer Boats or final entitlement thereto not having been determined pursuant to the provisions of the Property Claims Procedure Order (collectively, the “Remaining Customer Boats”), (ii) Equipment and Inventory with respect to which Property Claims have not been barred pursuant to the provisions of the Property Claims Procedure Order (collectively the “Disputed Equipment and Inventory”);
- (c) on Closing, the Vendor shall provide the Purchaser with listings of the Remaining Customer Boats and of the Disputed Equipment and Inventory, respectively;
- (d) there shall be no reduction of the Purchase Price in respect of any Disputed Equipment and Inventory;
- (e) after Closing, and for as long as is necessary for the Vendor to (i) complete the duties, responsibilities, actions and roles required of it by the Property Claims Procedure Order and by any other applicable order of the Court, and (ii) release or remove or arrange for the release or removal from the Assumed Locations of Remaining Customer Boats, the Purchaser shall at its expense cooperate with the Vendor in respect of, and facilitate, the foregoing. Without limiting the generality of the foregoing, for so long as is necessary as provided above, the Purchaser shall, at no charge to or consideration from the Vendor, but at the Vendor’s risk, (aa) permit the Remaining Customer Boats to continue to remain at the Assumed Locations, (bb) permit the Vendor and its duly authorized agents to have access to the Assumed Locations to comply with the Property Claims Procedure Order and any other applicable order of the Court and to take all necessary actions to preserve, protect and insure the Remaining Customer Boats as would a prudent owner thereof, and (cc) permit the Remaining Customer Boats to be removed from the Assumed Locations by the Vendor and its duly authorized agents or by Persons who pursuant to the Property Claims Procedure Order and or any other applicable order of the Court are finally determined to be entitled thereto (collectively, the “Entitled Persons”), at times mutually acceptable to the Purchaser and to the Vendor or the Entitled Persons, as the case may be.

ARTICLE 3– COMPLETION, POSSESSION AND ADJUSTMENTS

3.1 Completion. The completion of the transaction contemplated by this Agreement will occur on the Closing Date, or such other date as may be agreed to in writing by the Vendor and the Purchaser, and the place of Closing will be the offices of the Vendor’s Solicitors, or such other location as the parties may mutually agree upon.

3.2 Possession. The Purchaser may enter upon the Lands and take possession of the Purchased Assets immediately following Closing.

3.3 No Adjustments. There shall be no adjustments to the Purchase Price in respect of any matter whatsoever.

3.4 Risk. The Purchased Assets will be at the Vendor's risk until the Vendor's certificate (as contemplated by the Vesting Order) is delivered to the Purchaser's Solicitors on the Closing Date and thereafter at the Purchaser's risk. Pending completion, the Vendor will hold all insurance policies and any proceeds derived therefrom in trust for the parties as their respective interests may appear and in the event of loss or damage to the Purchased Assets occurring before such time by reason of fire, tempest, lightning, earthquake, flood or other act of God, explosion, riot, civil commotion, insurrection, war or otherwise howsoever, the amount of such insurance proceeds paid or payable to the Vendor with respect thereto will be applied in reduction of the Purchase Price and the transfer of the Purchased Assets to the Purchaser will proceed in the manner described herein and without any reduction or adjustment to the Purchase Price or any other change in the terms of this Agreement.

3.5 Requisition Period and Title Matters. Purchaser shall be allowed until 6:00 p.m. on the 27th day of February, 2015 (the "**Requisition Period**") to examine the title to the Lands at the Purchaser's own expense. Provided that the title to the Lands is good and free from all registered restrictions, charges, liens, and encumbrances except those to be removed from the Lands by the Vesting Order and except for the Permitted Encumbrances. If, on or before the expiration of the Requisition Period any valid objection to title is made in writing to the Vendor and which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Lands.

ARTICLE 4 – VENDOR'S REPRESENTATIONS AND WARRANTIES

4.1 Vendor's Representations and Warranties. The Vendor represents and warrants to the Purchaser as follows:

- (a) the Vendor is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation, and subject to the Vendor obtaining Sales Process Order and the Vesting Order, it has full power, authority and capacity to enter into this Agreement and to carry out the transactions contemplated herein; and
- (b) the Vendor is not a "non-resident" for the purposes of the ITA.

4.2 Survival of Representations and Warranties. The representations and warranties contained in Section 4.1 hereof or any other agreement, certificate or instrument delivered pursuant to this Agreement shall survive the Closing and, notwithstanding the Closing, shall continue in full force and effect for the benefit of the Purchaser, until the earlier of (i) the date of the Vendor's discharge as Receiver; and (ii) the expiry of a period of twelve (12) months from the Closing Date, after which time the Vendor shall be released from all obligations in respect of such representations and warranties except with respect to any claims asserted by the Purchaser in writing (setting out in reasonable detail the nature of the claim and the appropriate amount thereof) before the expiration of such period.

ARTICLE 5 – PURCHASER'S COVENANTS, REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

5.1 Purchaser's Covenants. The Purchaser covenants and agrees that it will effective on and after the Closing Date, assume and be fully responsible for:

- (i) all obligations which are to be observed or performed from and after completion of this transaction under the Permitted Encumbrances; and
- (ii) any other obligations and liabilities assumed by the Purchaser as provided for by this Agreement.

5.2 Purchaser's Representations and Warranties. The Purchaser hereby represents and warrants to the Vendor as follows, as applicable:

- (i) the Purchaser is and will be as of Closing, a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and is duly qualified to purchase and own the

Purchased Assets and the Purchaser has full power, authority and capacity to enter into this Agreement and carry out the transaction contemplated herein;

- (ii) all necessary action on the part of the Purchaser has been taken to authorize and approve the execution and delivery of this Agreement and the completion of the transaction contemplated herein;
- (iii) no consent or approval of or registration, declaration or filing with any Authority is required for the execution or delivery of this Agreement by the Purchaser, the validity or enforceability of this Agreement against the Purchaser, or the performance by the Purchaser of any of its obligations hereunder;
- (iv) the Purchaser will be a “registrant” under Part IX of the ETA as of the Closing Date and will notify the Vendor of its registration number prior to such time, and the Purchaser shall indemnify the Vendor with respect to the amount of any HST exigible in respect of the transaction contemplated by this Agreement should the Purchaser not pay such amount on Closing; and
- (v) the Purchaser is not a non-Canadian for the purposes of the *Investment Canada Act* (Canada).

5.3 Survival of Representations and Warranties. The representations and warranties contained in Section 5.2 hereof or any other agreement, certificate or instrument delivered pursuant to this Agreement shall survive the Closing, and notwithstanding the Closing, shall continue in full force and effect for the benefit of the Vendor, for a period of twelve (12) months from the Closing Date, after which time the Purchaser shall be released from all obligations in respect of such representations and warranties except with respect to any claims asserted by the Vendor in writing (setting out in reasonable detail the nature of the claim and the appropriate amount thereof) before the expiration of such period.

5.4 Purchaser’s Acknowledgements. Save as otherwise provided herein, the Purchaser hereby acknowledges and agrees as follows:

- (a) it is relying entirely upon its own investigations and inspections in entering into this Agreement and has satisfied itself with respect to such investigations and inspections;
- (b) there is no representation, warranty or condition, express or implied, statutory or otherwise, of any kind as to the Purchased Assets or any of the Debtors including, without limitation, that the present use or future intended use by the Purchaser of the Purchased Assets is or will be lawful or permitted, and/or relating in any way to the condition or state of repair of the Lands, the Equipment, and/or the Inventory or to title, outstanding liens or charges, description, fitness for purpose, merchantability, quantity, condition, defect (patent or latent), value, and/or quality thereof;
- (c) it is purchasing the Purchased Assets on an “as is, where is” basis including without limitation, outstanding work orders, stop work orders, deficiency notices, infractions, open permits, compliance requests, development fees, education levies imposts, lot levies, local improvements, sewer charges, zoning and building code violations and any outstanding requirements which have been or may be issued by any Authority, the structural integrity of the Lands, together with any other improvements on the Lands;
- (d) the Vendor shall have no liability or obligation with respect to the value, state, condition or extent of the Purchased Assets, whether or not the matter is within the Vendor’s Knowledge and that pursuant to Property Claims Procedure Order dated December 23, 2014, Persons may assert proprietary or security interests in certain of the Purchased Assets which, if accepted by the Vendor and, with respect to Purchased Assets in which Crawmet Corp. is asserting a propriety or security interest, not disputed by Crawmet Corp., or otherwise determined to be valid, would result in the Persons being entitled to the relevant Purchased Assets;
- (e) the Vendor has made no representations or warranties with respect to or in any way related to the Lands, including without limitation, the following:

- (i) the conformity of the Lands to past, current or future applicable zoning or building code requirements;
- (ii) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill;
- (iii) the sufficiency of any drainage;
- (iv) whether the Lands is located wholly or partially in a flood plain or a flood hazard boundary or similar area;
- (v) the existence or non-existence of underground storage tanks;
- (vi) the presence or absence of toxic wastes, hazardous materials or contaminants in, on or about the Lands or any other environmental issue or condition;
- (vii) any other matter affecting the stability or integrity of the Lands;
- (viii) the availability of public utilities and services for the Lands; and/or
- (ix) the existence of zoning or building entitlements affecting the Lands;
- (f) any information provided by the Vendor describing the Purchased Assets has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete or accurate or correct and none of such information forms a part of this Agreement;
- (g) no adjustment shall be allowed to the Purchaser for changes to the Purchased Assets from the Acceptance Date to the Closing Date;
- (h) the Vendor shall not be required to furnish or produce any document, record, survey or evidence of title with respect to the Purchased Assets, except those in its possession;
- (i) the description of the Lands is believed by the Vendor to be correct, but if any misstatement, error or omission is found in the particulars thereof, this Agreement shall not be rendered null and void and the Purchaser shall not be entitled to an abatement in the Purchase Price;
- (j) it is understood that the tenants named in the Real Property Lease for the Marina in Brechin, Ontario, the term of which expires on April 30, 2015, are "Steve Crate and Greg Crate, in trust, for a company to be incorporated under the name 'Crates Lagoon City Marine Inc' or a similar name", the landlord under such Real Property Lease is seeking an order from the Court, among other things, excluding the leased premises from the receivership of the Debtors and precluding the removal of any assets or equipment from the premises in the absence of proof of ownership of that asset by one of the Debtors and the landlord has advised the Vendor that it has entered into a lease relationship with Pride Marine Group which is to commence after the expiry of the present Real Property Lease term; and
- (k) it is understood that the lands on which the Willow Beach Marina is located are owned by 219, whose shareholders appear to be 138, as to 50%, and DP11, as to 50%, and the shares of 219 owned by 138 may be encumbered by a share pledge or other security in favour of DP11 and/or Dwight Powell. 219 may be the owner of the equipment, inventory and other personal property on the Willow Beach Marina premises. The tenant named in a lease letter of intent (which may apply to the Willow Beach Marina) from DP11 (unsigned by it) addressed to Powell Contracting Limited, is "Crates Willow Beach", apparently an unincorporated operating division of 138, which appears to have signed the lease letter of intent;
- (l) the Vendor has no knowledge as to whether physical share certificates for any of the Securities may be available and/or in the possession of the Debtors;
- (m) the Vendor has no knowledge other than as set out above in this Section 5.4(k) as to whether or not the Securities have been pledged or encumbered in favour of a third party, or whether the same may be the subject of any control agreement.

The Purchaser further acknowledges that the Vendor is selling the Purchased Assets on an “as is, where is” basis as they exist on the Closing Date and that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets and that the Purchaser has conducted or will have conducted prior to Closing such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation do not apply to this transaction of purchase and sale and have been waived by the Purchaser.

ARTICLE 6 – SALE PROCESS AND CONDITIONS OF CLOSING

6.1 Sale Process.

- (a) The Vendor shall bring a motion for the Sales Process Order on or before February 13, 2015. The Sales Process Order shall recognize the Purchase Price as a baseline or “stalking horse bid” (the “**Stalking Horse Bid**”), and shall also provide for a marketing process of the Purchased Assets by the Vendor with the potential for competitive bidding, to be administered by the Vendor. The Purchaser acknowledges and agrees that the aforementioned process is in contemplation of determining whether a Superior Bid can be obtained for the Purchased Assets.
- (b) In the event that one or more Persons submit a Superior Bid on or before the Bid Deadline, an auction of the Purchased Assets shall be held within three (3) Business Days of the Bid Deadline (the “**Auction**”). The Auction will be conducted in accordance with the process set forth in the Sales Process Order. Upon the completion of the Auction, there shall be a binding agreement of purchase and sale between the winner of the Auction (the “**Winning Bidder**”) and the Vendor. The Vendor shall make a motion to the Court, within seven (7) Business Days following the Auction, for an order approving the agreement reached with the Winning Bidder and to vest the Purchased Assets in the Winning Bidder and, if granted, shall proceed with closing the transaction forthwith.
- (c) Notwithstanding anything contained herein to the contrary, in the event that the Purchaser is not the Winning Bidder, then upon the making of the order by the Court contemplated in subsection 6.1(b) above, the Deposit shall immediately be released from trust and paid to the Purchaser. If no Superior Bid(s) is received by the Bid Deadline, the Vendor shall bring a motion to the Court to obtain the Vesting Order and, if granted, shall proceed with completing the transaction contemplated hereby forthwith.

6.2 Purchaser’s Conditions. The Purchaser shall not be obliged to complete the transaction contemplated hereunder unless, on or before the Closing Date, the Purchaser becomes the Winning Bidder and all of the terms, covenants and agreements set forth in this Agreement to be complied with or performed by the Vendor on or before the Closing Date shall have been complied with or performed by the Vendor, and all representations and warranties of the Vendor are true and correct as of the Closing Date as though made on and as of that date.

6.3 Vendor’s Conditions. The Vendor shall not be obliged to complete the transaction contemplated hereunder unless, on or before the Closing Date, the following conditions shall have been satisfied:

- (a) all of the terms, covenants and agreements set forth in this Agreement to be complied with or performed by the Purchaser on or before the Closing Date shall have been complied with or performed by the Purchaser, and all representations and warranties of the Purchaser are true and correct as of the Closing Date as though made on and as of that date;
- (b) the Purchaser becomes the Winning Bidder;
- (c) the making of the Vesting Order by the Court approving the sale by the Vendor to the Purchaser of the Purchased Assets in accordance with this Agreement and vesting the Trustee’s and the Debtors’ respective right, title and interest therein in the Purchaser, free and clear of any claims, save and except for the Permitted Encumbrances;
- (d) the Vesting Order shall not have been stayed, set aside or varied in any material respect; and

- (e) no stay shall be effective in respect of the Closing nor any order restraining or prohibiting Closing shall have been made by the Court.

6.4 Court Approval. The Purchaser hereby further acknowledges and agrees that this Agreement and the contemplated sale of the Purchased Assets are subject to the condition (not capable of waiver) that prior to Closing the Vendor shall have obtained the Vesting Order from the Court. The Vendor shall diligently pursue such application or applications and shall promptly notify the Purchaser of the disposition thereof. The Purchaser, at its own expense, shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably require to obtain the Vesting Order. If the Court shall not have granted the Vesting Order on or before March 27, 2015 or any extension thereof as may have been mutually agreed to between the parties hereto, this Agreement shall be automatically terminated and neither party shall have any further obligation to the other respecting this Agreement.

6.5 Non-Fulfillment. If any of the conditions contained in this Article 6 shall not have been fulfilled or performed on or before the date provided for satisfaction of such condition(s) and the party or parties entitled to waive the same, if capable of waiver, shall not have done so, this Agreement shall be deemed to be terminated without further act by the Vendor or the Purchaser and the further obligations of the Vendor and the Purchaser under this Agreement shall terminate, and the Deposit shall be returned to the Purchaser without deduction or interest and neither party shall have any further obligations or liabilities hereunder.

6.6 Planning Act. This Agreement is subject to the express condition that it will be effective only if the parties have complied with the provisions of Section 50 of the *Planning Act* (Ontario), as of the Closing Date.

ARTICLE 7 – PREPARATION OF CLOSING DOCUMENTS

7.1 Delivery of Closing Documents by Vendor. On or before the Closing Date, the Vendor will cause the Vendor's Solicitors to deliver to the Purchaser's Solicitors the following items, duly executed by the Vendor (if applicable) and in registrable form wherever appropriate, to be dealt with pursuant to Article 8 of this Agreement:

- (a) a copy of the Vesting Order and the Receiver's Certificate;
- (b) the listings of the Remaining Customer Boats and of the Disputed Equipment and Inventory in accordance with Section 2.11(c) hereof;
- (c) a statement showing the amounts secured under the Receiver's Charge and the Receiver's Borrowings Charge as of the Closing Date;
- (d) a bill of sale relating to the Equipment and the Inventory;
- (e) an assignment by the Vendor and assumption by the Purchaser, effective as of Closing Date, of the Assumed Contracts;
- (f) an assignment by the Vendor and assumption by the Purchaser, effective as of Closing Date, of the Assumed Leases;
- (g) an assignment by the Vendor and assumption by the Purchaser, effective as of Closing Date, of the Licenses;
- (h) an assignment by the Vendor and assumption by the Purchaser, effective as of Closing Date, of all warranties and guarantees relating to the Purchased Assets, to the extent transferrable;
- (i) the certificate(s) representing the Securities, duly endorsed by the Vendor in blank if in the Vendor's possession or control;
- (j) all keys for the Lands which are in the possession or control of the Vendor, or a direction to release such keys in lieu thereof;
- (k) a certificate of a senior officer of the Vendor declaring that the Vendor is not a "non-resident" for the purposes of Section 116 of the ITA;

- (l) a certificate of a senior officer of the Vendor certifying that each of the warranties and representations of the Vendor set out herein are true and accurate on the Closing Date except as disclosed therein and that the Vendor has complied with and performed all the terms, covenants and agreements set out herein to be complied with or performed by the Vendor on or before the Closing Date; and
- (m) to the extent applicable, the joint elections contemplated by Sections 9.5 and 9.6 hereof.

7.2 Delivery of Closing Documents by Purchaser. On or before the Closing Date, the Purchaser will cause the Purchaser's Solicitors to deliver to the Vendor's Solicitors the following items, duly executed by the Purchaser (if applicable), to be dealt with in accordance with Article 8:

- (a) the balance of the Purchase Price for the Purchased Assets in accordance with the provisions of Section 2.3(c) hereof;
- (b) the assumption of the Assumed Secured Debt together with the releases and discharges from Crawmet Corp., DPII, and Dwight Powell required pursuant to s.2.3(b);
- (c) a certificate of a senior officer of the Purchaser certifying that each of the warranties and representations of the Purchaser set out herein are true and accurate on the Closing Date except as disclosed therein;
- (d) an assignment by the Vendor and assumption by the Purchaser, effective as of Closing Date, of the Assumed Contracts;
- (e) an assignment by the Vendor and assumption by the Purchaser, effective as of Closing Date, of the Assumed Leases;
- (f) an assignment by the Vendor and assumption by the Purchaser, effective as of Closing Date, the Licenses;
- (g) an assignment by the Vendor and assumption by the Purchaser, effective as of Closing Date, of all warranties and guarantees Related to the Business, to the extent transferrable;
- (h) to the extent applicable, the joint elections contemplated by Sections 9.5 and 9.6 hereof, and otherwise the amount of any HST required to be paid on Closing in connection with the Purchaser's purchase of the Purchased Assets, other than those for which it may self-assess and indemnify the Vendor, and, to the extent the responsibility of the Purchaser, all other Taxes in connection with the Purchaser's purchase of the Purchased Assets;
- (i) the HST statutory declaration and indemnity contemplated by Section 9.5 of this Agreement;
- (j) a certificate of a senior officer of the Purchaser certifying that each of the warranties and representations of the Purchaser set out herein are true and accurate on the Closing Date except as disclosed therein and that the Purchaser has complied with and performed all the terms, covenants and agreements set out herein to be complied with or performed by the Purchaser on or before the Closing Date; and
- (k) any other documents relative to the completion of this Agreement as may reasonably be required by the Vendor or the Vendor's Solicitors.

ARTICLE 8 – CLOSING PROCEDURE

8.1 Purchaser Deliveries. By 12:00 p.m. on the Closing Date, the Purchaser will deliver in escrow to the Vendor's Solicitors, a Certified Cheque, Wire Transfer or Bank Draft payable to the Vendor or as the Vendor may direct in the amount due to the Vendor pursuant to Section 2.3(c) hereof, as adjusted pursuant to Section 3.3 hereof, and the documents referred to in Section 7.2 hereof, such Certified Cheque, Wire Transfer or Bank Draft and documents to be released in accordance with Section 8.3 hereof.

8.2 Vendor Deliveries. On the Closing Date, the Vendor will deliver in escrow to the Purchaser's Solicitors, the documents and items referred to in Section 7.1 and 8.1 hereof, such documents and items to be released in accordance with Section 8.3 hereof. Upon receipt of such Purchaser Deliveries, the Vendor shall cause the Vendor's solicitors to file a Receiver's certificate (the "**Receiver's Certificate**") with the Court, substantially in the form of the certificate scheduled to the Court's model approval and vesting order, confirming in part that the transaction contemplated by this Agreement has been completed and payment of the Purchase Price has been received, which Receiver's Certificate shall be attached to the applications to register the Vesting Order against the Lands.

8.3 Closing. Immediately following delivery of the items referred to in Sections 8.1 and 8.2 hereof and the filing with the Court of the Receiver's Certificate, the Purchaser shall cause the Purchaser's Solicitors to register the applications to register the Vesting Order together with the Receiver's Certificate against the Lands and, upon registration, the balance due on Closing, documents and items delivered in escrow pursuant to this Article and listed in Sections 7.1, 7.2, 8.1 and 8.2 hereof shall be released from escrow

8.4 Concurrent Requirements. It is a condition of this Agreement that all requirements of this Article 8 are concurrent requirements and it is specifically agreed that nothing will be completed on the Closing Date until everything required to be paid, executed, delivered and registered on the Closing Date has been so paid, executed, delivered and registered.

8.5 Electronic Registration. In the event that a system for electronic registration ("**Ereg**") is operative and mandatory in the applicable land registry office, the Purchaser agrees to cause all necessary procedures to be taken, as may be required by the Vendor or the Vendor's Solicitors, to complete this transaction using Ereg in accordance with the Law Society of Upper Canada's guidelines. If Ereg is operative on the Closing Date, (i) the Purchaser agrees to use a lawyer authorized to use Ereg and who is in good standing with the Law Society of Upper Canada, (ii) the Purchaser's Solicitors will enter into the Vendor's Solicitors' standard form of escrow closing agreement or document registration agreement, which will establish the procedures for closing this transaction provided same are in accordance with Law Society guidelines, and (iii) if the Purchaser's Solicitors are unwilling or unable to complete this transaction using Ereg, then the Purchaser's Solicitors must attend at the Vendor's Solicitors' office or at another location designated by the Vendor's Solicitors at such time on Closing as directed by the Vendor's Solicitors to complete the transaction using Ereg utilizing the Vendor's Solicitors' computer facilities, in which event, the Purchaser shall pay to the Vendor's Solicitors a reasonable fee therefor.

ARTICLE 9 – GENERAL

9.1 Time. Time is of the essence and will remain of the essence notwithstanding the extension of any of the dates hereunder.

9.2 No Waiver. No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as may be limited herein, either party may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available to it under this Agreement or any other remedy available to it and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of making any election.

9.3 Tender. It is agreed that any tender of documents or money may be made upon the respective solicitors for the parties and that it will be sufficient to tender a solicitor's certified trust cheque rather than cash.

9.4 Fees and Expenses. Each party will pay its own legal fees incurred in connection with the transaction contemplated hereunder. The Purchaser will be responsible for all registration fees and land transfer tax payable in connection with such transaction.

9.5 HST Election. The Vendor and the Purchaser shall jointly elect under section 167(1) of the ETA to have subsection 167(1.1) apply to the sale of the Purchased Assets to the Purchaser such that no HST shall be payable in respect of such sale. The Vendor and the Purchaser shall take all necessary actions in order to complete and file such valid joint election on or before the date on which the Purchaser must submit its HST return for the reporting period in which the Closing occurs. Provided that notwithstanding the foregoing, the Parties hereto hereby acknowledge and agree that any HST applicable to the sale of the Purchased Assets shall be in addition to the Purchase Price. On or before the Closing Date, the Purchaser or its permitted assignee or designee as the beneficial owner(s) of the Purchased Assets shall deliver to the Vendor a statutory declaration of a senior officer of the Purchaser or such beneficial owner(s), attaching thereto evidence of said party's HST registration number from the relevant Authority,

and whereby such officer certifies that such party's HST registration number remains in full force and effect and that such party will be the legal and/or beneficial owner of the Purchased Assets. The Purchaser and any beneficial owner(s) of the Purchased Assets shall further indemnify and save harmless the Vendor from any and all HST, penalties, costs, interest or other amounts which may be payable by or assessed against the Vendor under the ETA as a result of or in connection with such parties' failure to remit any HST applicable in this transaction to the applicable Authorities.

9.6 Section 22 Election. The Purchaser and the Vendor shall execute jointly an election in prescribed form under Section 22 of the ITA in respect of the Receivables and shall each file such election with their respective tax returns for their respective taxation years that include the Closing Date. The Vendor shall not be liable for any income tax that may be payable as a result of this election. Provided that nothing herein shall require the Vendor or the Trustee to file any income tax returns that it is not otherwise required to file.

9.7 Entire Agreement. This Agreement and the agreements, instruments and other documents entered into pursuant to this Agreement set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect to the matters herein and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.

9.8 Amendment. This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.

9.9 Further Assurances. Each of the parties hereto will at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Agreement.

9.10 Notices. Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered or telecopied to the parties addressed as follows:

to the Purchaser:

2450902 Ontario Limited
132 Sheppard Avenue West, Suite 100
Toronto, Ontario M2N 1M5

Attention: Allan Lyons
Telecopier: (416) 222-1940
E-mail: allan.lyons@4162225355.com

with a copy to:

Chaitons LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Attention: Harvey Chaiton
Telecopier: (416) 218-1849
E-mail: harvey@chaitons.com

to the Vendor:

Farber Financial Group
150 York Street
Suite 1600
Toronto, Ontario M5H 3S5

Attention: Stuart Mitchell
Telecopier: (416) 496-3839
E-mail: smitchell@farberfinancial.com

with a copy to:

Goldman Sloan Nash & Haber LLP
480 University Avenue, Suite 1600
Toronto, Ontario M5G 1V2

Attention: Michael B. Rotsztain
Telecopier: (416) 597-3370
E-mail: rotsztain@gsnh.com

or at such other address as either party may specify in writing to the other. The time of giving and receiving any such notice will be deemed to be on the day of delivery or transmittal or if such day is not a Business Day, the first Business Day thereafter.

9.11 Assignment. The Purchaser may not assign its interest in this Agreement or direct title to any other person without the prior written consent of the Vendor, which consent may not be unreasonably withheld or delayed. Whether or not this Agreement is assigned as aforesaid, the Vendor acknowledges and agrees that the Purchaser shall be entitled, prior to the Vendor serving the Notice of Motion for the Vesting Order, to direct title to any of the Purchased Assets to an Affiliate of the Purchaser, any of its shareholders and/or any Affiliates of such shareholders, as the Purchaser may direct in writing, and in such event, the Vendor shall seek the Vesting Order in accordance with the Purchaser's direction. In this regard, the Vendor agrees to endeavour to provide the Purchaser with a minimum of five (5) Business Days notice of its intention to serve the Notice of Motion for the Vesting Order. In no event shall any assignment or direction for title to the Purchased Assets relieve the Purchaser of any of its obligations under this Agreement to and including Closing and the Purchaser shall remain jointly and severally liable with any such assignee or Affiliate for the performance of all of the terms and conditions on the part of the Purchaser to be performed pursuant to the terms and conditions of this Agreement including the execution of all closing documents.

9.12 Non-Transferable and Non-Assignable Purchased Assets. To the extent that any of the Purchased Assets to be transferred to the Purchaser on the Closing, or any claim, right or benefit arising under or resulting from such Purchased Assets (collectively, the "**Rights**") is not capable of being transferred without the approval, consent or waiver of any third Person, or if the transfer of a Right would constitute a breach of any obligation under, or a violation of, any applicable law unless the approval, consent or waiver of such third Person is obtained, then, except as expressly otherwise provided in this Agreement and without limiting the rights and remedies of the Purchaser contained elsewhere in this Agreement, this Agreement shall not constitute an agreement to transfer such Rights unless and until (i) such approval, consent or waiver has been obtained, or (ii) an order from the Court has been obtained by the Vendor transferring all such Rights to the Purchaser, provided that the Purchaser shall first fund all costs and expenses and all payments to third parties and other amounts required to be paid or expended in connection with seeking such order. After the Closing and until all such Rights are transferred to the Purchaser, the Vendor shall until it is discharged by the Court as Receiver:

- (a) hold the Rights in trust for the Purchaser;
- (b) comply with the terms and provisions of the Rights as agent for the Purchaser at the Purchaser's cost and for the Purchaser's benefit;
- (c) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser; and
- (d) enforce, at the request of the Purchaser and at the expense and for the account of the Purchaser, any rights of the Vendor arising from such Rights against any third Person, including the right to elect to terminate any such Rights in accordance with the terms of such Rights upon the written direction of the Purchaser.

In order that the full value of the Rights may be realized for the benefit of the Purchaser, the Vendor shall until it is discharged by the Court as Receiver, at the request and expense and under the direction of the Purchaser, in the name of the Vendor or otherwise as the Purchaser may specify, take all such action and do or cause to be done all such things as are, in the opinion of the Purchaser, necessary or proper in order that the obligations of the Vendor under such Rights may be performed in such manner that the value of such Rights is preserved and enures to the benefit of the Purchaser, and that any moneys due and payable and to become due and payable to the Purchaser in

and under the Rights are received by the Purchaser. The Vendor shall until it is discharged by the Court as Receiver promptly pay to the Purchaser all moneys collected by or paid to the Vendor in respect of every such Right. The Purchaser shall indemnify and hold the Vendor harmless from and against any claim or liability under or in respect of such Rights arising because of any action of the Vendor taken pursuant to this Section.

9.13 Counterparts. This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the reference date set out above and accepted on the date of the last signature, and only one of which need be produced for any purpose.

9.14 Binding Effect. This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties, as applicable.

9.15 Execution by Facsimile or PDF. This Agreement may be executed by the parties and transmitted by facsimile (via telecopier) or PDF (via email) and, if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

9.16 Non-Registration. The Purchaser hereby covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, or any other document providing evidence of this Agreement against title to the Lands. Should the Purchaser be in default of its obligations under this Section, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement, caution, certificate of pending litigation or other document providing evidence of this Agreement or any assignment of this Agreement from the title to the Lands and the Purchaser shall be deemed to be in default of its obligations hereunder. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in law to cause the removal of such notice of this Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Lands.

9.17 Severability. Any provision of this Agreement which is determined to be void, prohibited or unenforceable shall be severable to the extent of such avoidance, prohibition or unenforceability without invalidating or otherwise limiting or impairing the other provisions of this Agreement.

9.18 Confidentiality. The Purchaser agrees that all non-public information and documents supplied by the Vendor or anyone on its behalf to the Purchaser or anyone on the Purchaser's behalf shall, unless and until Closing occurs, be received and kept by the Purchaser and anyone acting on the Purchaser's behalf on a confidential basis and shall not without the Vendor's prior written consent be disclosed to any third party. If for any reason Closing does not occur, all such documents shall forthwith be returned intact to the Vendor and no copies or details thereof shall be retained by the Purchaser or anyone acting on its behalf. The Purchaser further agrees that unless and until the terms of this Agreement become public knowledge in connection with the Sales Process Order and/or the Vesting Order, the Purchaser shall keep such terms confidential and shall not disclose the same to anyone except the Purchaser's Solicitors, agents or lenders acting in connection herewith and then only on the basis that such persons also keep such terms confidential as aforesaid.

9.19 Solicitors as Agents and Tender. Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's Solicitors on behalf of the Purchaser and by the Vendor's Solicitors on behalf of the Vendor and any tender of closing documents and the balance of the Purchase Price may be made upon the Vendor's Solicitors and the Purchaser's Solicitors, as the case may be.

9.29 Media Releases. Save and except as hereinafter set out, neither party to this Agreement may discuss with the media, issue any press release or other public announcement or release information with respect to this Agreement to the public unless same has been pre-approved in writing by the other party, provided the foregoing shall not apply to Court filings including reports by the Receiver. Notwithstanding the foregoing, the parties hereto hereby agree that upon the issuance by the Court of the Sales Process Order, either party hereto may issue an announcement or another form of notice to the customers of the Business, in such a form as may be acceptable to the other party, acting reasonably, advising that a sales process has been commenced for the sale of the Purchased Assets and upon the successful completion of same, the Purchaser, if it is the Winning Bidder, intends to continue the operation of the Business.

[REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

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

A. FARBER & PARTNERS INC. in its capacity as 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., and not in its personal capacity



Per: _____

Name: Stuart Mitchell

Title: Senior Vice President

Per: _____

Name:

Title:

I/We have the authority to bind the Corporation.

2450902 ONTARIO LIMITED

Per: _____

Name: Benn-Jay Spiegel

Title: Authorized Signing Officer

Per: _____

Name: Dwight Powell

Title: Authorized Signing Officer

We have the authority to bind the Corporation.

The undersigned hereby acknowledges and agrees to be bound by the terms of Sections 1.1(s) and 2.7 hereof, provided that it has no further obligations, liabilities and/or benefits hereunder.

A. FARBER & PARTNERS INC. in its capacity as 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., and not in its personal capacity

Per: _____

Name:

Title:

Per: _____

Name:

Title:

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Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

2450902 ONTARIO LIMITED

Per: 
Name: Benn-Jay Spiegel
Title: Authorized Signing Officer

Per: _____
Name: Dwight Powell
Title: Authorized Signing Officer

We have the authority to bind the Corporation.

The undersigned hereby acknowledges and agrees to be bound by the terms of Sections 1.1(s) and 2.7 hereof, provided that it has no further obligations, liabilities and/or benefits hereunder.

A. FARBER & PARTNERS INC. in its capacity as 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., and not in its personal capacity

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

SCHEDULE "A"
LEGAL DESCRIPTION OF THE LANDS

OWNER: F. S. CRATE & SONS LIMITED

PIN 03475-0147 (LT)

Block C, Plan 224 North Gwillimbury; Part of Block D, Plan 224 North Gwillimbury, designated as Part 6 on Plan 65R-19902, Georgia. Amended 2003/04/28 By Deb Wallen, ADLR.

PIN 03475-0140 (LT)

Lot 44, Plan 224, North Gwillimbury; Lot 45, Plan 224, North Gwillimbury; Lot 46, Plan 224, North Gwillimbury; Lot 47, Plan 224, North Gwillimbury; Lot 48, Plan 224, North Gwillimbury; Part Block D, Plan 224, North Gwillimbury; Part of Block E, Plan 224, North Gwillimbury; Part of Block F, Plan 224, North Gwillimbury; Part of Lot 9, Concession 3, North Gwillimbury, as in Instrument Numbers A38709A and A64512A.

Together with a right if any as in Instrument Numbers A61914A, A7428A, B86062B, A61914A, except easements therein, Part 1 on Plan 65R-13692, Georgia.

Together with a right as in Instrument Number A7428A. Subject to Spousal Interest as in Instrument Number R407105, Georgia.

Subject to Instrument Numbers A64512A, A38709A and A61914A; Georgia.

OWNER: 1328559 ONTARIO LIMITED

PIN 03475-0923 (LT)

Part Lot 40, Plan 224, North Gwillimbury, designated as Part 3 on Plan 65R-19902; Georgia.

Subject to Instrument Numbers R735544, R717319 and R717320, Georgia.

PIN 03475-0901 (LT)

Part of Lots 8 and 9, Concession 3 (GN) and Part of the Bed of Lake Simcoe lying in Front of Lots 8 and 9 and Part of Lots 35, 36, 37, 38 and 39, Plan 224, designated as Parts 8, 9, 10, 11, 12, 13, 14, 22, 23 and 24 on Plan 65R-19902, Georgia.

Together with a right of way over Wymhurst Road, Plan 198 and Plan 224 and over Block A, Plan 198 and Lot 33, Plan 224, Georgia

Together with a right of way over Block C and Part of Block D, Plan 224, lying between the production north westerly of the north easterly and south westerly limits of Block C to the Maskinonge River with the right to dredge that Part of the right of way over Block D a distance south easterly from the Maskinonge River sufficient to permit and allow the owner of these lands to have an entrance from the Maskinonge River to these lands, Georgia.

Subject to a right of way in favour of Part of Lot 8, Concession 3, designated as Part 1 on Plan 66R-2527 over Parts 23 and 24 on Plan 65R-19902 as in Instrument Number LT23068, Georgia.

Subject to an easement in favour of The Hydro-Electric Power Commission of Ontario over Parts 11, 12 and 23 on Plan 65R-19902 as in Instrument Number NG9316, Georgia.

Subject to a right of way in favour of Part of Lot 8 and Part of the Bed of Lake Simcoe lying in front of Lots 8 and 9, Concession 3 and all of Lots 42, 43 and Part of Lots 35, 36, 37, 38, 39, 41 and Part of Block D, Plan 224, designated as Parts 15, 16, 17, 18, 20 and 21 on Plan 65R-19902 over said Parts 9, 10, 11, 12, 14, 22, 23 and 24 on Plan 65R-19902 as in Instrument Number LT1251518, Georgia.

Subject to an easement in favour of said Parts 15, 16, 17, 18, 20 and 21 on Plan 65R-19902 over said Part 13, Plan 65R-19902 as in Instrument Number LT1251518, Georgia.

Subject to an easement in favour of said Parts 15, 16, 17, 18, 20 and 21 on Plan 65R-19902 over said Parts 13, 22 and 24 on Plan 65R-19902 as in Instrument Number LT1251518, Georgia.

Together with a right of way over said Parts 16, 17, 18 and 20 on Plan 65R-19902 as in Instrument Number LT1251518, Georgia.

Subject to an easement in favour of Part of Lot 8, Concession 3 and Part of the Bed of Lake Simcoe being Part 1 on Plan 66R-2527 over said Parts 10, 11, 12, 14, 22, 23 and 24 on Plan 65R-19902 as in Instrument Number LT1251520. (Amended 2001/07/24 by Deb Wallen, ADLR).

PIN 03475-0902 (LT)

Part of Lot 41, Plan 224, designated as Part 19 on Plan 65R-19902, Georgia.

Together with a right of way over Wynthurst Road, Plan 198 and Plan 224 and over Block A, Plan 198 and Lot 33, Plan 224, Georgia.

Together with a right of way over Block C and Part of Block D, Plan 224, lying between the production north westerly of the north easterly and south westerly limits of said Block C to the Maskinonge River with the right to dredge that part of the right of way over Block D a distance south easterly from the Maskinonge River sufficient to permit and allow the owner of these lands to have an entrance from the Maskinonge River to these lands, Georgia.

Subject to a right of way in favour of Part of Lot 8 and Part of the Bed of Lake Simcoe lying in front of Lots 8 and 9, Concession 3 and all of Lots 42, 43 and Part of Lots 35, 36, 37, 38, 39, 41 and Part of Block D, Plan 224 being Parts 15, 16, 17, 18, 20 and 21 over said Part 19 on Plan 65R-19902 as in Instrument Number LT1251518, Georgia.

Together with a right of way over said Parts 16, 17, 18 and 20 on Plan 65R-19902 as in Instrument Number LT1251518, Georgia.

Subject to an easement in favour of Part of Lot 8, Concession 3 and Part of the Bed of Lake Simcoe being Part 1 on Plan 66R-2527 over said Part 19 on Plan 65R-19902 as in Instrument Number LT1251520, Georgia.

PIN 03475-1967 (LT)

Part of Lot 8, Concession 3, designated as Part 4 on Plan 65R-22164, except Part 2 on Plan 65R-27407 (NG), Georgia.

Together with a right as in Instrument Number R649951, Georgia.

PIN 03475-1972 (LT)

Part of Lot 8, Concession 3 (NG), designated as Parts 1 and 2 on Plan 65R-27407, Georgia.

Together with a right as in Instrument No. R649951, Georgia.

OWNER: 1282648 ONTARIO LIMITED

PIN 03475-0924 (LT)

Part of Lot 40, Plan 224, North Gwillimbury, designated as Part 2 on Plan 65R-19902, Georgia.

Together with a right as in Instrument Number R717318, Georgia

PIN 03475-0925 (LT)

Part of Lot 40, Plan 224, North Gwillimbury, designated as Parts 4 and 5 on Plan 65R-19902, Georgia.

Together with a right of way as in Instrument Number R717318, Georgia

PIN 03475-0146 (LT)

Part of Block D, Plan 224, North Gwillimbury, designated as Part 7 on Plan 65R-19902, Georgia.

Subject to Instrument Number R717318, Georgia.

PIN 03475-0898 (LT)

Part of Lots 37, 38 and 39, Plan 224, designated as Parts 15 and 16 on Plan 65R-19902, Georgia.

Together with a right of way over Wynthurst Road Plan 198 and Plan 224 and over Block A on Plan 198 and Lot 33 on Plan 224, Georgia.

Together with a right of way over Block C and Part of Block D on Plan 224 lying between the production north westerly of the north easterly and south westerly limits of said Block C to the Maskinonge River with the right to dredge that part of the right of way over Block D a distance south easterly from the Maskinonge River sufficient to permit and allow the owner of these lands to have an entrance from the Maskinonge River to these lands, Georgia.

Together with a right of way over Part of Lot 8, Concession 3, Part of Lots 35, 36, 37, 38, 39 and 41 on Plan 224, designated as Parts 9, 10, 11, 12, 14, 19, 22, 23 and 24 on Plan 65R-19902 as in Instrument Number LT1251518, Georgia.

Together with an easement over Part of Lot 8, Concession 3, Part of Lots 35 and 36 on Plan 224, designated as Parts 13, 22 and 24 on Plan 65R-19902 as in Instrument Number LT1251518, Georgia.

Subject to a right of way in favour of Part of Lots 8, 9 and Part of the Bed of Lake Simcoe lying in front of Lots 8 and 9, Concession 3 and Part of Lots 35, 36, 37, 38, 39 and 41 on Plan 224, designated as Parts 8, 9, 10, 11, 12, 13, 14, 19, 22, 23 and 24 on Plan 65R-19902 over said Part 16 on Plan 65R-19902 as in Instrument Number LT1251518, Georgia.

PIN 03475-0900 (LT)

Part of Lot 8 and Part of the Bed of Lake Simcoe lying in front of Lots 8 and 9, Concession 3 and all of Lots 42 and 43 and Part of Lots 35, 36, 37, 38, 39, 41 and Part of Block D on Plan 224, designated as Parts 20 and 21 on Plan 65R-19902, Georgia.

Together with a right of way over Wynthurst Road, Plan 198 and Plan 224 and over Block A on Plan 198 and Lot 13 on Plan 224, Georgia;

Together with a right of way over Block C and Part of Block D on Plan 224 lying between the production north westerly of the north easterly and south westerly limits of the said Block C to the Maskinonge River with the right to dredge that part of the right of way over Block D a distance south easterly from the Maskinonge River sufficient to permit and allow the owner of these lands to have an entrance from the Maskinonge River to these lands, Georgia.

Together with a right of way over Part Lot 8, Concession 3 and Part of Lots 35, 36, 37, 38, 39 and 41 on Plan 224, designated as Parts 9, 10, 11, 12, 14, 19, 22, 23 and 24 65R-19902 as in Instrument Number LT1251518, Georgia.

Together with an easement over Part of Lot 8, Concession 3 and Part of Lots 35 & 36 on Plan 224, designated as Part 13 on Plan 65R-19902 to maintain the building erected on said Part 21 on Plan 65R-19902 as in Instrument Number LT1251518, Georgia.

Together with an easement over Part of Lot 8, Concession 3 and Part of Lots 35 and 36 on Plan 224, designated as Parts 13, 22 and 24 on Plan 65R-19902 as in Instrument Number LT1251518, Georgia.

Subject to a right of way in favour of Part of Lots 8 and 9 and Part of the Bed of Lake Simcoe lying in front of Lots 8 and 9, Concession 3 and Part of Lots 35, 36, 37, 38, 39 and 41 on Plan 224, designated as Parts 8, 9, 10, 11, 12, 13, 14, 19, 22, 23 and 24 on Plan 65R-19902 over Part 20 on Plan 65R-19902 as in Instrument Number1251518, Georgia.

PIN 03475-0899 (LT)

Part of Lot 41, Plan 224, designated as Parts 17 and 18 on Plan 65R-19902, Georgia;

Together with a right of way over Wynthurst Road, Plan 198 and Plan 224 and over Block A on Plan 198 and Lot 33 on Plan 224, Georgia.

Together with a right of way over Block C and Part of Block D on Plan 224 lying between the production north easterly and south westerly limits of Block C to the Maskinonge River with the right to dredge that part of the right of way over Block D a distance south easterly from the Maskinonge River sufficient to permit and allow the owner of these lands to have an entrance from the Maskinonge River to these lands, Georgia.

Together with a right of way over Part of Lot 8, Concession 3 and Part Lots 35, 36, 37, 38, 39 and 41 on Plan 224, being Parts 9, 10, 11, 12, 14, 19, 22, 23 and 24 on Plan 65R-19902 as in Instrument Number LT1251518, Georgia.

Together with an easement over Part of Lot 8, Concession 3 and Part Lots 35 and 36 on Plan 224, designated as Parts 13, 22 and 24 on Plan 65R-19902 as in Instrument Number LT1251518, Georgia.

Subject to a right of way in favour of Part Lots 8 and 9 and Part of the Bed of Lake Simcoe lying in front of Lots 8 and 9, Concession 3 and Part of Lots 35, 36, 37, 38, 39 and 41 on Plan 224, designated as Parts 8, 9, 10, 11, 12, 13, 14, 19, 22, 23 and 24 on Plan 65R-19902 over said Parts 17 and 18 on Plan 65R-19902 as in Instrument Number LT1251518, Georgia.

OWNER: 1330732 ONTARIO LIMITED

PIN 03475-0150 (LT)

Parcel 8-1, Section C224 being Part of Lot 8, Concession 3 (GN) and Part of the Bed of Lake Simcoe, designated as Part 1 on Plan 65R-2527, Georgia.

Together with a right over Part 2 on Plan 65R-2527 as in Instrument Number L.T23068, Georgia.

Together with a right of way for all those now and hereafter entitled, over, along and upon Lot 33 on Plan 224, Georgia.

Together with an easement over Part of Lot 8, Concession 3 and Part of Lots 35, 36, 37, 38, 39 and 41 on Plan 224 being Parts 10, 11, 12, 14, 19, 22, 23 and 24 on Plan 65R-19902 as in Instrument Number LT1251520, Georgia.

OWNER: CRATE MARINE SALES LIMITED

PIN 03475-0135 (LT)

Part of Lot 1, East Side of Matilda Street, Plan 245 (NG); Part of Lot 2, East Side of Matilda Street, Plan 245 (NG); Part of Lot 3, East Side of Matilda Street, Plan 245 (NG); Part of Lot 1, West Side of Queen Street, Plan 245 (NG); Part of Block F, Plan 224 (NG); Part of Lot 9, Concession 3 (NG), designated as Parts 1, 2 & 3 on Plan 65R-3745, Georgia.

Subject to a right as in Instrument Number R351383, Georgia.

SCHEDULE "B"
LIST OF EQUIPMENT

SCHEDULE B

Crates Marine Sales Limited - Listing of Machinery, Equipment and Office Equipment

Item No.	Description	Other Information	Model
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The Purchased Assets listed in this Schedule may be subject to Permitted Encumbrances and claims pursuant to the Property Claims Procedure Order.

Keswick Equipment

Main Shop Equipment

1	Rotor/sander table	Rigid	EB44241
2	Thickness planer	Craftex	B350
3	Band saw	General International	90-20071
4	Standup Sander	Rockwell Delta	31-710
5	Joiner	Poltas	
6	120" Metal Swivel Cutting Band Saw		
7	Cut-off saw with stand	DeWalt	DW718
8	table saw	Rockwell	
9	Dust collector	Craftex	B405
10	Paint shaker		
11	Portable dust collector	Craftex	B1140
12	Portable generator	Honda	EB3600X
13	Moisture extractor	Inject-dry	HP Plus
14	Portable compressor w/-tonda motor		EO2184
15	Ladders (5)	various heights	
16	Caged ladders (4)	Canway Equipment	
17	Line backers (2)		
18	Portable shop vac		
19	Booster packs (2)	Truck Pros	ES6000

Showroom / Mechanics

20	Boat cradles (11)	Marine Cradles	various
21	Heavy duty cradles (2)	Ardel Marine	various
22	Portable Jack Stands (2)		
23	5 ton jack		
24	20 ton jack	Eagle 55	L90
25	Portable dolly	Jet	
26	5 ton chain falls (2)		
27	Shut remover		
28	Oxygen/acetylene tanks with torches	Jet Hydraulic	HSP20
29	Hydraulic shop press 20 ton	Long Chang Machine	LCN-14
30	Drill press	Steel City	15420
31	Variable speed grinder	Zep	6100
32	Parts washer/degreaser	Weg	PPM1750
33	Compressor - 5.5HP	Scotman	B948S
34	Icebreaker	Big Dog	830347
35	Riding lawnmower	King Canada	8439
36	Air compressor 100 PSI		
37	Gear oil pump (2)		
38	Oil extractor		

Service Building

Service/Parts/Shipping

39	7 PC's with monitors and k/b	various	
40	2 3-drawer filing cabinets		
41	Parts shelving		
42	Fasteners shelving/bins		

Inventory List

2/6/2015

Item No.	Description	Other Information	Model
43	5 L-shaped desks		
44	Microwave		
45	Bar fridge		
48	Lexmark x842e printer	Lexmark	
Customer Reception			
47	5 PCs with monitors and k/b	various	
48	4 tall office chairs		
49	4 office chairs		
50	2 4-drawer filing cabinets		
51	2 2-drawer filing cabinets		
52	2 reception chairs and wooden mariner table lamp		
Upstairs Office			
53	Boardroom table and 5 chairs		
54	4 desks, various sizes		
55	6 office chairs		
56	Bar fridge		
57	3 wall shelving units match desk (red oak veneer)		
58	Matching desk, 3-shelf cabinet, 2 small tables		
59	2 shelving units (light wood)		
60	2 black lounge chairs		
61	Royal paper shredder		
62	Xerox Workcentre 4250 s/n 8749	Xerox	
63	3 PCs with monitors and k/b		
64	HP Laserjet P2055dn	HP	
65	Samsung. Scx-4826FN multifunction printer	Samsung	
66	1 4-drawer lateral filing cabinet		
67	7 4-drawer filing cabinets		
68	3 dark brown wall shelving units		
69	1 2-drawer lateral filing cabinet		
70	Swingline paper shredder		
71	Large safe	Harry Stone	
72	2 servers (IBM and Dell) with monitor, k/b, APs, network switch, Cisco router		
73	Panasonic phone system KX-tda200c	Panasonic	
74	Panasonic TVP120 phone system	Panasonic	
Showroom Building			
Upstairs			
75	Desk with 4 hightop chairs		
76	Beige leather couch		
77	Steel cabinet		
78	3 drawer filing cabinet		
79	PC with monitor and k/b		
80	2 office desks with matching small credenza		
81	2 office chairs		
82	3 4-drawer filing cabinets		
83	Lexmark MX 310dn multipurpose fax machine	Lexmark	
84	4 misc chairs		
85	Boardroom table with 7 chairs		
86	6 limited edition Original Six NHL prints on canvas by D McLaren (25/25)		
Sales Reception Office			
87	Laminator		
88	Sharp MX-M450N copier	Sharp	
89	Upright steel cabinets		
90	2 2-drawer filing cabinets		
91	Built in desk		
92	3 PCs		

Inventory List

2/6/2015

Item No.	Description	Other Information	Model
93	Brother MFC 9340cdw	Brother	
Salesmen offices (5)			
94	3 desks with matching small credenza		
95	2 high corner desks with 6 hightop chairs		
96	3 offic chairs		
97	6 misc chairs		
98	6 PCs with monitors and k/b	various	
99	HP deskjet840c	HP	
100	3 drawer filing cabinet		
101	Windtunnel upright vacuum cleaner	Hoover	
102	12 golf carts- various sizes		
103	Various adjustable boat stands and boat cradles (in use)		
South Clubhouse			
104	Dual door cooler – Habco – SE40s		
105	Dishwasher – Kitchenaid		
108	Mini dual door cooler – True – TBB-24GAL-48G		
107	2 – Sony Bravia flat screens – KDL46EX400		
108	Surround sound speakers		
109	Various glassware		
110	Microwave – Sanyo – EM-S8600S		
111	Express toaster – APW WYOTT		
112	Coffee maker – Cuisinart		
113	Commercial toaster – Fusion		
114	Kettle		
115	Griddle – Cuisinart		
116	4 – 4' high round bar tables		
117	10 bar chairs		
118	2 – leather couches		
119	4 - leather foot rests		
120	Glass coffee table – 1 large, 1 small		
121			
122	6 - outdoor tables		
123	23 outdoor chairs with cushions		
124	3 – umbrellas with stands		
125	Various cleaning supplies		
126	2 – portable a/c units, 8000BTU – Mobil Comfort – KY-80, Maytag – NMPEB08FRA* A		
127	Fitness Centre & Washroom Area – South Clubhouse		
128	Machine's have the name Maxam on them, Hamilton 905-387-4447		
129	Squat machine		
130	4 station exercise machine with accessories		
131	Bench press		
132	Punching bag		
133	2 – Tread machines – Vision Fitness – T9700		
134	Elliptical – Vision Fitness		
135	2 – Dumbell stands		
136	2 – Free weight stands		
137	Dumbbells – from 5 lbs to 75lbs		
138	Free weights – from 2.5lbs to 45lbs		
139	Panasonic tube tv		
140	Plasma receiver – VSK-D307		
141	4 speakers		
142	2 – Commercial dryers (coin operated) – Speed Queen		
143	2 – commercial washing machines (coin operated) – Speed Queen		
144	Soap dispenser		

Gas Dock

Inventory List

2/6/2015

Item No.	Description	Other Information	Model
145	2 - Stand up coolers		
146	Computer, keyboard		
147	Shelving		
148	Freezer for bagged ice - Leer Limited - 1002UC50MS		
149	4 20-ton block and tackles with 4 boat slings		
		and Propane tank cage with 13 - 20 lbs tanks (possible 3rd party property)	

Willow Beach Equipment

150	Stand up car/dollie	
151	Small pressure washer - Simoniz SPH-190	
152	Grass trimmers - 2 Twist nEdge - TE476, Ryobi - 2800R, Featherlite - XT260 L3	
153	Motor stand	
154	Stand up lighting with lamps	
155	Golf cart	
156	Riding lawn mower	
157	2 - push mowers	
158	Various tools (many are older tools for old motors) and shop manuals	

Lagoon City Equipment

159	Metal display racks	LOCATION	QUANTITY
160	Wooden boat-shaped shelf	Front shop	2
161	4' Horizontal file cabinets	Front shop	1
162	4' x 2' Metal file cabinets	Front shop	2
163	Office desks	Front shop	3
164	Wood filing cabinets	Front office	3
165	Office chairs	Front office	4
166	Small wood bookshelf	Front office	4
167	Old computers, monitors and peripheral devices	Front office	1
168	Old wooden office desks	Back office	3
169	Old office chairs	Back office	3
170	Old boat/engine parts (scrap)	Back office	3
171	Old stern drive	Shop	Lot
172	7' x 4' metal racking	Shop	1
173	6' x 3' metal racking	Parts room	6
174	Stern drive oil pumps	Parts room	1
175	Blue 50 gallon plastic barrels - empty	Shop	2
176	Blue 50 gallon plastic barrels - filled with antifreeze	Shop	20
177	2HP Magna compressor, model M104CO200-20A	Shop	3.5
178	Robin EX17 6.0 gas powered fire pump	SN: L1420019 (120 PSI)	1
179	480 Battery charger	SN D10 2776187	1
180	Black & Decker portable battery charger w/ cables	Shop	1
181	X-Stream power washer	Shop	1
182	Canbuilt 10-ton hydraulic press	SN RX708C10003374	1
183	Balcrank workbench	SN HPD21594	1
184	Parts washer	Shop	1
185	10' aluminum ladder	Shop	1
186	Old 1/2 HP drill press	Shop	1
187	Movable 9' red metal staircase (on wheels)	Shop	1
188	Old parts (scrap)	Shop	Lot
189	Cans of paint - Various	Shop	Lot
190	Assorted shop tools - Cutoff saw, vice, grinder	Shop	Lot
191	Old outboard motor parts	Shop	Lot
192	Stern drives	Upstairs	3
193	Old Mercury 18 outboard motor (for parts)	Upstairs	1
194	Old Johnson outboard motor (for parts)	Upstairs	1
195	Old Sealhorse outboard motor (for parts)	Upstairs	1
196	Assorted scrap and garbage	Upstairs	Lot
197	6' x 3' metal racking	Upstairs	5

Item No.	Description	Other Information	Model
198	6' x 3' aluminum shelving	Upstairs	4
199	Round kitchen table (wood)	Kitchen	1
200	Old microwaves	Kitchen	3
201	Toaster oven	Kitchen	1
202	Old chairs	Kitchen	4
203	Small refrigerator	Kitchen	1
204	Bubblers	Downstairs storage	4
205	GEE commercial washers (coin operated), Model WCCB1030J1WC	ST116562G	3
206	Inqdis commercial driers (coin operated), Model TO-81001	8CM38616	3
207	Taylor forklift (old)	No SN or model; flat tire	1
208	Boat slings	Yard storage house	8
209	Trailer - old	No VIN; near forklift	1
210	3-Ton chain fall/holst	Slip 234	4
211	5-Ton chain fall/holst	Slip-216	4
212	Assorted picnic benches	By boat:slips	Lot
213	Mobile waste removal trailer & pump		1
214	Conofit hydraulic boat trailer	Compound in yard across street	1
215	32 x 180 Shrink Wrap	Full boxes of leftover shrink wrap	1
216	40 x 150 Shrink Wrap	Full boxes of leftover shrink wrap	5
217	40 x 149 Shrink Wrap	Full boxes of leftover shrink wrap	3
218	28 x 84 Shrink Wrap	Full boxes of leftover shrink wrap	6
219	32 x 186 Shrink Wrap	Full boxes of leftover shrink wrap	6
220	Mobile staircase (on wheels)	Compound in yard across street	1
221	Blue CRATIES golf cart	street	1
222	5' Electric boat lift (in water)	Back of yard across street	1
223	Blue 50-gallon barrels - empty	Back yard across street - garbage	Lot
224	1988 Ford F350 4x4 yard truck	pled); no SN available for aerial	1
225	International Boom Truck (very old) w/ boom attachment	Vin L11021608004	1
226	Richelleu trailer	34JCA3-0071G1	1
227	Sailboat mast crane (motorized)	2753 hours	1
228	Marine Travelift 35 BFM (movable boat lift)		
Port McNicholl			
229	Marine Travelift 75 tonne	SN 3480-0910; 70,000 lbs.	1
Belleville			
230	Marine Travelift 50 BFM (movable boat lift)	SN 3486-0713	1

**CRATE MARINE SALES LIMITED
COMPANY VEHICLE LISTING**

The Purchased Assets listed in this Schedule may be subject to Permitted Encumbrances and claims pursuant to the Property Claims Procedure Order

EQUIPMENT #	DESCRIPTION	YR. MA.	SERIAL #	MODEL #
1	2008 FORD		1FTWQ3P20E828028	350
2	2010 MAZC	400,000 approx	1M1AV077AND09782	600
3	2007 FORD	188,887	1FDLF88P97EE33013	850
4	2010 FORD		1FTFW1E1XAF8A3004	F-150
6	2009 FORD	380,242	1FTPX14VDBF808228	F-150
7	2008 FORD	398,720	1FTPX14VDBF808228	F-150
9	1988 FORD		2F0K138F4BLA84121	F-350
10	2005 FORD		1FT3B34P782A17416	E-350 VAN
13	2000 HONDA	254,780	2HGE18614Y7832861	CRVC
15	2004 FORD	278,868	1FTPX160DFA07216	F-150
16	2004 GMC		1G1H2ALU4587288	SIERRA
18	2012 FORD		1FTWQ8T8CEA30763	F-350
20	1988 INTERNATIONAL		1H8GLAET7XK211650	TRANSFORD
21	2010 FORD	188,318	1FTFW1E1ZAF8B8848	F-150
22	2007 FORD		1FDLF88P97EAB1897	F-350 TAN
23	2013 FORD	31,402	1FTFW1E1PDKF80072	F-150
24	2013 FORD	74,511	1FTFW1E1RDFD80882	F-150
27	2004 FLEETWOOD	77,330	884MP870A4388886	PAGE ARCON
28	2011 FORD		NM0L578ND8T064183	TRANSIT CONNECT
241	2010 FORD	248,788	1FTFW1E1E6AF8A0488	F-150
CB1	1989 DODGE		1B7FF18YCX8328042	DODGE
Y1	1998 GMC		1GTEC19H5NE254831	1500
Y2	2000 FORD		2FTTF18WVCA41403	F-150
Y3	2004 FORD		1FTFP12W84NC83774	F-150
Y4	MAZC			AEROMAX L-800

TRAILERS AND LIFTS

A	TRAILER	SMALL - YARD ONLY		CONCLIFT
B	TRAILER	LARGE - YARD ONLY		CONCLIFT
T1	2008 TRAILER	BLACK 5TH WHEEL	2C9B86J26PQ50015	CONCLIFT YH-915
T2	2000 TRAILER	WHITE XL 6TH WHEEL	2C9B85Y2XCP050029	CONCLIFT YH-1620
T3	1986 TRAILER	CARGO - F379	2R1B3V0E7F1002575	ROBUSY PRP
T4	1988 TRAILER	SEMI-REM	2H692161B07052722	8425322
G	TAYLOR FORKLIFT	YARD	8-EL-18883	TRE-120-01
H	YALE FORKLIFT	SMALL - YELLOW	E187V13324X	GLC200RGNLAED02
I	TRACTOR	BUCKET TRACTOR		CASE
L	TRAVELLIFT	refurbished 2010	3186-0805	808PM B
M	1989 TRAILER	not road worthy	60004	CONCLIFT
N	2008 SHORELANDER	E18 49H	1MDAP128A408280	TRAILER 80T
T5	2013 CONCLIFT	BLACK 5TH WHEEL	2C9B83283UP05803	CONCLIFT YH-915
805	2009 WALTTRON	RED W48	2A93B48226R02086	WALTTRON
T8	1992 FLATBED	RED 858	2FEP04831W8E24601	Mobile 1132
PNLIR	Marine Travelift		5480-0810	78 tonne travelift

BOAT INVENTORY

Name of file: CRATE MARINE SALES LIMITED

Address: 951A, Principale Street, St-Paul-De-L'Isle-Aux-Noix, Qc., J0J 1G0

Location of goods: Same

Customer: H.H. Davis & Assoc. Inc.

PICTURE NO.	DESCRIPTION	QTY
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LOT # 1 EQUIPEMENTS

PRINCIPAL OFFICE AND SALES

130	KENMOORE air conditioning	1
131	2 drawers lateral brown wooden filling cabinet	1
132	Black secretary chair on wheels	1
133-140-		
141	3 drawers, 60" x 28" black wooden working tables	2
134	NORTEL multilines phone, model T7208E	1
136-138	Brown leather swivel visitor chairs with chrome feet	4
137	3 drawers, 39" x 28" x 30" black wooden furniture	1
135-139	Metal chrome desk lamps with mirror abajour	2
142	Gray fabric armchair on wheels	1
144	SHARP tape calculator, model EL-2192GII	1
144	MERIDIAN multilines phone, model NT8B20	1

BOAT INVENTORY

Name of file: CRATE MARINE SALES LIMITED

Address: 951A, Principale Street, St-Paul-De-L'Île-Aux-Noix, Qc, J0J 1G0

Location of goods: Same

Customer: H.H. Davis & Assoc. Inc.

PICTURE NO.	DESCRIPTION	QTY
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- 143 2 drawers, 20" x 20" x 27" brown wooden furniture 1
- 143 BROTHER multifunction printer, model MFC-J4410DW, serial U63337C3F455655 1

GARAGE

- 180 13' Aluminium ladder 1
- 181 30" X 60" Top melamine table with metal chrome feet 1
- 182 SONY cassette radio 1
- 183 KOSS DVD reader, model KS5121-2 1
- 184 102" x 24" x 42" wooden serving counter with stainless steel top 1
- 185 Metal and wooden gray stool 1
- 186 Aluminium ladder, 8 steps 1
- 189-190 46" x 44" chromed metal frame partitions with plexiglass center 15
- 191 MERIDIAN multilines phone, model NT8B20 1
- 192 CANON photocopier, model NP2120, non-functional 1

BOAT INVENTORY

Name of file: CRATE MARINE SALES LIMITED

Address: 951A, Principale Street, St-Paul-De-L/De-Aux-Noix, Qc, J0J 1G0

Location of goods: Same

Customer: H.H. Davis & Assoc. Inc.

PICTURE NO.	DESCRIPTION	QTY
230-231	Assorted hydraulic jacks floor	2
232-233	Black metal staircase, 4 stairs carpeted	2
234	Black wooden staircase, 6 steps	1
235-242- 243	Assorted wooden and metal workbenches	3
236	Commercial pedestal fan	1
238.	4 shelves 60" chrome shelving on wheels	1
239	Aluminium ladder, 6 steps	1
240	72" black metal shelf with 4 shelves and lockers	1
241	SHOP VAC Commercial vacuum cleaner	1
244	White plastic 2 stairs step	1
245	BOSH portable grinder	1
246	6" KING table grinder	1
247	Black plastic wheelbarrow	1
248	Lot of 2 Aluminium ladder, 8 and 5 steps	1

BOAT INVENTORY

Name of file: CRATE MARINE SALES LIMITED

Address: 951A, Principle Street, St-Paul-De-L'ile-Aux-Noix, Qc, J0J 1G0

Location of goods: Same

Customer: H.H. Davis & Assoc. Inc.

PICTURE NO.	DESCRIPTION	QTY
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249 MOTOMASTER portable booster pack, model Eliminator 1

GARAGE'S OFFICE

193 Blue plastic visitor chairs with chromed base 2

194 33" x 33" top brown melamine working table with brown metal base 1

195-196 Computer system composed of: 1
 HP Core 2.4.0 GB, 3.0 GHZ table computer
 19" LCD Compaq monitor, model LA1905WG
 Wireless keyboard and mouse

195-197-198 Computer system composed of: 1
 CLONE table computer, 4.0 GO, 3.10GZ
 19" LCD ViewSonic monitor, model VA902B
 LEXMARK multifunction printer, model Platinum PRO905
 Wireless keyboard and mouse

200 22" x 19" x 43" black metal shelving unit with 5 brown wooden shelves 1

201-202 6 drawers 72" x 36" brown melamine desk 1

203 Grey office chair on wheels 1

BOAT INVENTORY

Name of file: CRATE MARINE SALES LIMITED

Address: 951A, Principale Street, St-Paul-De-L'Île-Aux-Noix, Qc., J0J 1G0

Location of goods: Same

Customer: H.H. Davis & Assoc. Inc.

PICTURE NO.	DESCRIPTION	QTY
204	4 drawers beige metal filing cabinets	2
201	MERIDIAN multilines phone, model NT8B20	1
	MEZZANINE'S OFFICE	
206	MERIDEAN phone system	1
207	ARRIS external modem	1
208	LYNKSYS wireless router, 2.4 GHZ	1
209	4 drawers 72" x 30" gray melamine desk	1
209	Gray office armchair on wheels	1
209	Blue plastic visitor chair with chromed base	1
209	Wooden easel	2

177 to 179 Lot composed of: feet racks (support) for boat storage 1

TOTAL

BOAT INVENTORY

Name of file: CRATE MARINE SALES LIMITED

Address: 951A, Principale Street, St-Paul-De-L/Le-Aux-Noix, Qc., J0J 1G0

Location of goods: Same

Customer: H.H. Davis & Assoc. Inc.

PICTURE NO.	DESCRIPTION	QTY
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LOT # 2
ROLLING STOCK

OUTDOOR

52-53 2006 CON-O-LIFT Fifthwheel boat trailer

1

169-170 Size: 30'

Axles: 2

Model: 915

Serial: 2C9BBSJ266P050015

Registered: L52-63Z (Ontario)

With hydraulic system

56-57 FORD 2006 Pick-up

1

171-172 Model: F-350 Lariat

Serial: 1FTWW33PX6HB25036

Registered: 774-5RY (Ontario)

KM: Not available (+/- 300 000 km, according to the
debtor's declaration)

173-174 FORD 2011 (vehicle service)

1

Model: Transit Connect

Serial: NM0LS7BN0BT054163

Registered: FJW5479 (Québec)

KM: 73 301

BOAT INVENTORY

Name of file: CRATE MARINE SALES LIMITED

Address: 951A, Principale Street, St-Paul-De-L'Isle-Aux-Noix, Qc., J0J 1G0

Location of goods: Same

Customer: H.H. Davis & Assoc. Inc.

PICTURE NO.	DESCRIPTION	QTY
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61-62 FORD 2010 Pick-up

1

175-176 Model: F-150 XLT

Serial: 1FTFW1EVXAFP39034

Registered: 525-6YB (Ontario)

KM: 167 140

TOTAL

SCHEDULE "C"
PERMITTED ENCUMBRANCES OF THE LANDS

- (i) Any reservations, restrictions, rights of way, easements or covenants that run with the Lands;
- (ii) Registered agreements with any municipal, provincial or federal governments or authorities and any public utilities or private suppliers of services, including, without limitation, subdivision agreements, development agreements, site plan agreements, cost sharing agreements, engineering, grading or landscaping agreements and similar agreements;
- (iii) Easements and servitudes, including those registered on title, which do not materially and adversely impair the use of the Lands for the purpose for which they are presently held or used;
- (iv) Registered easements for the supply of utilities or telephone services to the Lands and for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services and all licences, easements, rights-of-way, rights in the nature of easements and agreements with respect thereto not registered on title to the Lands, including without limitation, agreements, easements, licences, rights-of-way and interests in the nature of easements for sidewalks, public ways, sewers, drains, utilities, gas, steam and water mains or electric light and power, or telephone telegraphic conduits, poles, wires and cables;
- (v) Easements or rights of way in favour of any governmental body, any private or public utility, any railway company or any adjoining owner;
- (vi) Defects or irregularities or encroachments, rights of way or other discrepancies in title or possession disclosed by any errors or omissions in existing surveys of the Lands or of neighbouring properties and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Lands;
- (vii) Minor encroachments by the Lands over neighbouring lands which do not materially and adversely impair the use of the Lands;
- (viii) With respect to instruments registered via Teraview Electronic Registration System ("TERS System"), any error or omission in the receipt, transmission or recording of such instrument, or of any of the particulars contained in such instruments, subsequent to creation and electronic delivery of same to Teranet Real Property Information Services Inc. via the TERS System;
- (ix) Zoning, land use and building restrictions, bylaws, regulations and ordinances of federal, provincial, municipal or other governmental bodies or regulatory authorities, including, without limitation, municipal by-laws and regulations and airport zoning regulations;
- (x) Laws, by-laws and regulations affecting the Lands;
- (xi) Outstanding work orders, stop work orders, deficiency notices, notices of violation, infractions, open permits and compliance requests affecting the Lands;
- (xii) The reservations, limitations, provisos and conditions, if any, expressed in any original grant from the Crown, unpatented mining claims and native land claims;
- (xiii) The standard exceptions and qualifications contained in the *Land Titles Act* (Ontario), the *Registry Act* (Ontario) and the *Condominium Act, 1998* (Ontario), as applicable;
- (xiv) Any right of expropriation, access or user vested in any governmental or public body or authority;
- (xv) The Crawlmet Charges; and,

(xvi) The Powell Charges.

PIN 03475-0140 (LT)

(xvii) Together with any rights, interests and easements if any as set out in Instrument Numbers A61914A, A7428A, B86062B, A61914A, except easement therein, Part 1 on Plan 65R-13692 and as more particularly set out in the Property Description in the aforementioned PIN;

(xviii) Subject to any rights, interest and easements set out in Instrument Nos. A64512A, A38709A and A61914A as more particularly set out in the Property Description in the aforementioned PIN;

(xix) Instrument No. R427546, registered on March 26, 1987 is a Notice of Site Plan Agreement in favour of The Town of Georgia;

PINs 03475-0923 (LT), 03475-0901 (LT), 03475-0902 (LT), 03475-1967 (LT) and 03475-1972 (LT)

(xx) Together with any rights, interests and easements more particularly set out in Instrument No. LT1251518, Instrument No. R649951 and any other rights, interests and easements set out in the Property Descriptions in the aforementioned PINs;

(xxi) Subject to any rights, interest and easements set out in Instrument Nos. LT23068, NG9316, LT1251518, LT1251520, R735544, R717319, R717320 and the Right of Way in LT23068 as more particularly set out in the Property Descriptions in the aforementioned PINs;

(xxii) Instrument No. NG9316, registered on October 15, 1924, is a Transfer of Easement in favour of The Hydro-Electric Power Commission of Ontario.

(xxiii) Instrument No. IF338, registered on June 29, 1950 is a By-Law re Subdivision Control;

(xxiv) Instrument No. LT1251519, registered on February 26, 1988, is a Transfer of Easement from Dawson's Marina Limited to Dawson's Marina Limited for purpose of ingress, egress, and laying down of services and maintenance, over the lands described as Part 3 on Plan 65R-19902 and Parts 10, 11, 12, 14, 19, 22, 23 and 24 on plan 65R-19902.

(xxv) Instrument No. LT1251520, registered on February 26, 1988, is a Transfer of Easement from Dawson's Marina Limited to Dawson's Marina Limited for purpose of ingress, egress, and laying down of municipal and utility services and maintenance, over the lands described as Part 3 on Plan 65R-19902 and Parts 10, 11, 12, 14, 19, 22, 23 and 24 on plan 65R-19902.

PINs 03475-0924 (LT), 03475-0925 (LT), 03475-0146 (LT), 03475-0898 (LT), 03475-0900 (LT) and 03475-0899 (LT)

(xxvi) Together with any rights, interests and easements more particularly set out in Instrument Nos. R717318 and LT1251518 and any other rights, interests and easements set out in the Property Descriptions in the aforementioned PINs;

(xxvii) Subject to any rights, interest and easements set out in Instrument Nos. R717318 and LT1251518 as more particularly set out in the Property Descriptions in the aforementioned PINs;

(xxviii) Instrument No. IF338, registered on June 29, 1950, is a By-Law re Subdivision Control;

PIN 03475-0150 (LT)

(xxix) Together with any rights, interests and easements more particularly set out in Instrument Nos. LT23068, LT1251520 and any other rights, interest and easements set out in the Property Description in the aforementioned PIN;

(xxx) Instrument No. LT1251520, registered on February 26, 1988, is a Transfer of Easement from Dawson's Marina Limited to Dawson's Marina Limited for purpose of ingress, egress, and laying down of municipal and utility services and maintenance, over the lands described as Part 3 on Plan 65R-19902 and Parts 10, 11, 12, 14, 19, 22, 23 and 24 on plan 65R-19902;

PIN 03745 – 0135 (LT)

(xxxi) Instrument No. R351383, registered on August 23, 1984, is a Transfer of Easement in favour of "H. M. The Queen – Ontario", and Instrument No. R692439, registered on January 29, 1997, is a Transfer of Easement in favour of The Corporation of the Town of Georgina.

SCHEDULE "D"
CRAWMET AND POWELL CHARGES

Crawmet Charges

1. Instrument No. YR1763076, registered on December 22, 2011 is a charge/mortgage of land in favour of Crawmet Corp. in the original principal amount of \$2,000,000.
2. Instrument No. YR2077245, registered on December 20, 2013 is a charge/mortgage of land in favour of Crawmet Corp. in the original principal amount of \$7,000,000.

Powell Charges

1. Instrument No. YR1011208, registered on July 3, 2007 is a charge/mortgage of land in favour of Dwight Powell Investments Inc., in the original principal amount of \$7,500,000.
2. Instrument No. YR1347517, registered on July 23, 2009 is a charge/mortgage of land in favour of Dwight Powell, in the principal amount of \$550,000.
3. Instrument No. YR2077239, registered on December 20, 2013 is a charge/mortgage of land in favour of Dwight Powell Investments Inc., in the original principal amount of \$7,500,000.

SCHEDULE "E"
SECURED DEBT AS AT MARCH 31, 2015
Unless otherwise specified all values below are in Canadian dollars

DWIGHT POWELL INVESTMENTS INC. ("DPII") and DWIGHT POWELL ("DP")

Facility No.	Original Principal Amount	Outstanding Principal Amount	Interest to and including March 31, 2015	Fees	Balance as at March 31, 2015
A (DPII)	\$7,500,000.00	\$7,536,685.88 ¹	\$238,464.75	\$5,050.00	\$7,780,200.63
B (DP)	\$550,000.00	\$550,000.00 ²	\$18,318.86	\$2,650.00	\$570,968.86
Estimated legal fees and disbursements					\$15,000.00
TOTAL POWELL SECURED LOANS					\$8,366,169.49

CRAWMET CORP.

Facility No.	Original Principal Amount	Outstanding Amount Principal	Interest to and including March 31, 2015³	Balance as at March 31, 2015
A	\$2,085,244.24	\$1,970,303.99	\$100,214.94	\$2,070,518.93
B	\$318,440.00	\$310,536.66	\$13,061.14	\$323,597.80
C	\$900,000.00	\$900,000.00	\$59,188.91	\$959,188.91
D	US\$1,940,270	US\$1,940,270.00	\$220,924.22	\$2,161,194.22
	\$44,163.58	\$44,163.57	\$3,133.80	\$47,297.37
E	\$525,000.00	\$317,610.42	\$19,504.37	\$337,114.79
F	\$246,862.00	\$246,862.00	\$16629.69	\$263,491.69
G	\$300,000.00	\$300,000	\$18,907.55	\$318,907.55
H	\$300,000.00	\$200,767.00	\$10,049.14	\$210,816.14
I	US\$66,075.01	\$43,376.31	\$3,969.23	\$47,345.54
J	\$7,000,000.00	\$6,935,412.52	\$301,078.39	\$7,236,490.91
Legal Fees and Disbursements to January 31, 2015				\$ 230,803.94
Estimated legal fees and disbursements to completion				\$75,000.00
TOTAL CRAWMET SECURED LOANS CAD				\$12,073,228.03
TOTAL CRAWMET SECURED LOANS USD				\$2,208,539.76

¹ Outstanding as at October 28, 2014, interest at 7.5% per annum.

² Outstanding as at October 23, 2014, interest at 7.5% per annum.

³ Interest at 10% per annum on all loan facilities with the exception of facility J. Facility J, interest at 9% per annum.

SCHEDULE "F"
INVENTORY OF BOATS

See attached.

CRATE MARINE SALES LTD
Inventory Listing of Crate Owned Boats provided by Crate Marine
Crates Marine Sales Limited
Schedule of Boat Inventory

SCHEDULE F

The Purchased Assets listed in this Schedule may be subject to Permitted Encumbrances and claims pursuant to the Property Claims Procedure Order

STOCK NO	DESCRIPTION	TYPE	New or Used	SERIAL NO	DATE RCVD
NEW BOATS					
4762 10 SEA-DOO	RXT	SD	N	YDV12689C010	31-Oct-10
5538 14 REGAL	2550	CC	N	RGMMP242D414	25-May-14
5725 14 PHOENIX	S22-507B	BT	N	5VWB7222XF006450	12-Jun-14
USED BOATS					
3956 87 CARVER	28 RIVIERA	AC	U	CDRJ0114I687	18-Apr-07
4322 69 CHRIS-CRAFT	42COMAND	AC	U		01-Oct-08
4335 31 CHRIS-CRAFT	CLASSIC	R	U		14-Oct-08
4483 88 CARVER	3257 MONTEGO	EC	U	CDRN5133E888	10-Sep-09
4638 02 REGAL	2600 LSR	BR	U	RGMVWH024J102	01-Jun-10
4696 89 CARVER	3607	AC	U	CDRG0053B989	13-Aug-10
4745 07 ZODIAC	DINGHY	INF	U	XDCR222KK607	05-Oct-10
5128 95 TROJAN	350 EXPRESS	EC	U	TRJR1027K495	27-Apr-12
5195 63 CHRIS-CRAFT	30	CON	U		07-Aug-12
5312 97 CARVER	32 VOYAGER	SF	U	CDRM20041697	30-Jan-13
5341 06 DONZI 43		PB	U	DNAZC006K506	25-Feb-13
5779 12 BOAT TRAILER	MANNING	BT	U	IM97B4330CC495563	31-Jul-14
5347 97 DONZI 22	& TRAILER	PB	U	DNAZC008D697	27-Feb-13
5363 89 CRUISERS	3060	EC	U	CRS8448BC989	28-Mar-13
5437 10 LARSON	288	BR	U	LAR89725E910	21-Jun-13
5496 90 WELLCRAFT	31 SCARAB EX	PB	U	WELP6159J990	04-Sep-13
5564 92 SEA-RAY	180	BR	U	SERV4423A292	21-Jan-14
5565 06 RINKER	27	CC	U	RNK73048B03	21-Jan-14
5567 10 REGAL	2100	BR	U	RGMCB203D010	22-Jan-14
5600 08 MONTEREY	214 FSC & TRA	CC	U		14-Apr-14
5601 03 SEA-RAY	41	AC	U	SERFR9467203	14-Apr-14
5732 11 REGAL	2300 & PHOENIX T	BR	U	R6MDR327D11 Trailer's	22-May-14
5647 11 CRUISERS	330 EXPRESS	EC	U	CRSFDA70D011	05-Jun-14
5670 04 KEY WEST	CONQUEST	BR	U	KWEDD130I304	18-Jun-14
5671 97 LARSON	290 CABRIO	BR	U		19-Jun-14
5672 97 DORAL	1997 240 DORAL	AC	U	QJA06303A797	23-Jun-14
5679 00 WELLCRAFT	WILKER 18	R	U		26-Jun-14
5777 88 DORAL 26		AC	U	A152917888	24-Sep-14
5781 99 REGAL	32 COMMODORE	EC	U		25-Sep-14
5795 12 SEA-RAY	240 SUNDANCER	AC	U	US-SERT40111112	02-Oct-14
5808 03 BAYLINER	245 & GALVANI	BR	U	259403963	17-Oct-14
5816 99 RINKER	232 CAPTIVA & T	BR	U	KNK61752C999	23-Oct-14
5820 96 THOMPSON	26 SANTA	AC	U	TMS37895K595	03-Nov-14
5662 88 CARVER	2807 RIVIERA	AC	U	CDRJ0023088	16-Jun-14
5704 87 PROWLER	9M AFT CABIN	AC	U		14-Jul-14
4682 88 PROWLER	10M	AC	U		26-Jul-10
5400 78 SEA-RAY	30 SEDAN BRIDG	SF	U		13-May-13
5424 04 Bayliner 245		CC	U	QC3507805	31-May-13
5485 11 Four Winns V305		EC	U	PFWCJ003K011	05-Apr-14
5508 13 Regal 35SC		SC	U		26-Sep-14
5533 11 Coblat 262WSS W Trailer		R	U	FGE65002G011 / QC3088553	04-Oct-14
5700 03 CARVER 57	PILOT HOUSE	MY	U	CDRNA123H203	09-Jul-14
Other					
4858 09 DYNAMAX	DYNA AIRE	DYN	N	1D9FE362391358008	24-Mar-11
4859 09 DYNAMAX	DYNA AIRE	DYN	N	1D9FE362591358009	14-Apr-11

**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

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

**MOTION RECORD OF THE RECEIVER
(Motion Returnable February 13, 2015
for Stalking Horse and Sales Process)**

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Lawyers for A. Farber & Partners Inc. in its capacity as the 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.