

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

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

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

Court File No. 31-1932502

IN THE MATTER OF THE BANKRUPTCY OF
CRATE MARINE SALES LIMITED

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

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

**FIFTH REPORT OF THE RECEIVER
AND FOURTH REPORT OF THE TRUSTEE**

MARCH 10, 2015

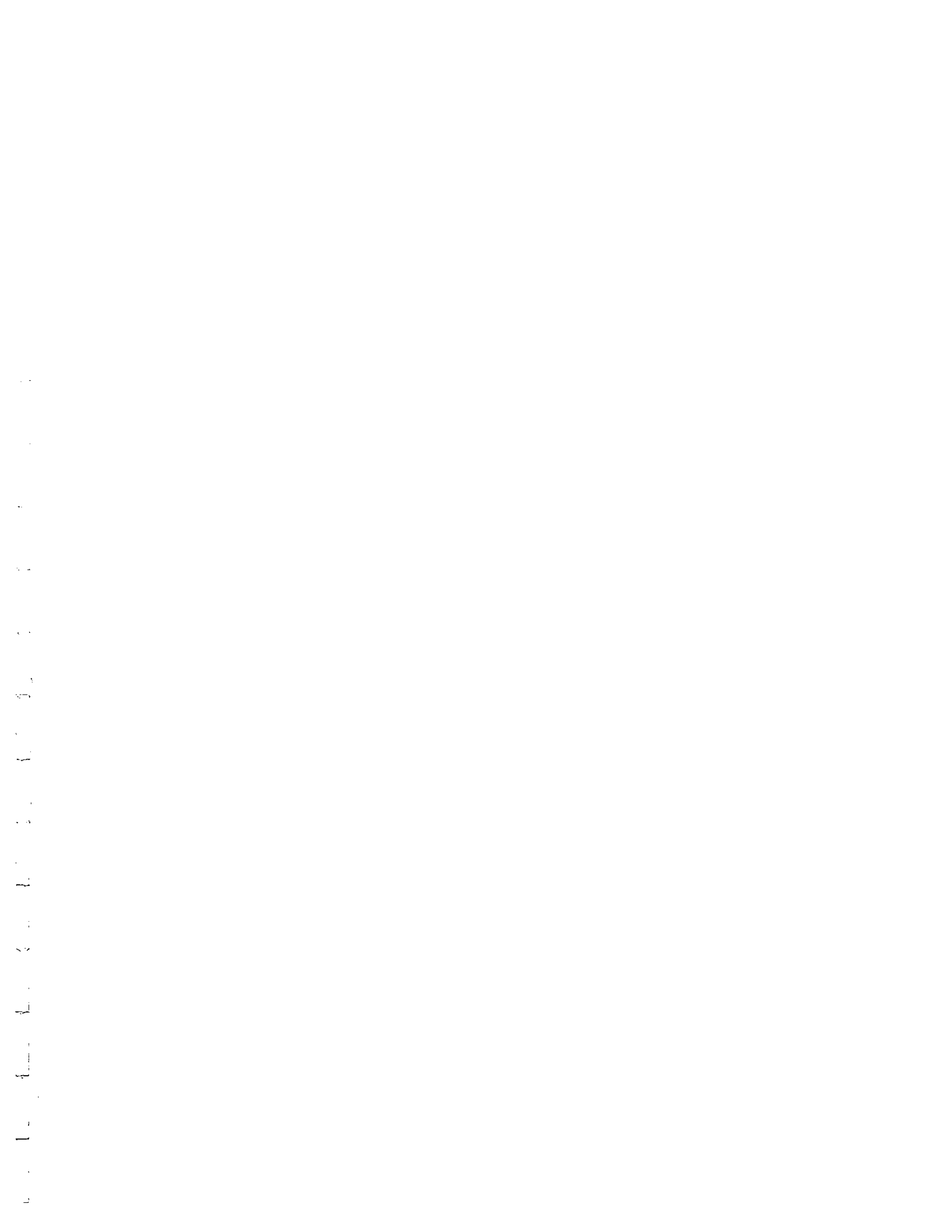


TABLE OF CONTENTS

PURPOSE OF THIS REPORT.....2

INTRODUCTION TO THE PROCEEDINGS.....4

LIMITATION OF REVIEW7

A) DEPLETION OF LIFE INSURANCE POLICIES HELD BY TWO OF THE COMPANIES7

B) LACK OF DISCLOSURE OF THE LIFE INSURANCE POLICIES HELD BY 415 AND 416 AND THE TRANSACTIONS TO WITHDRAW FUNDS.....12

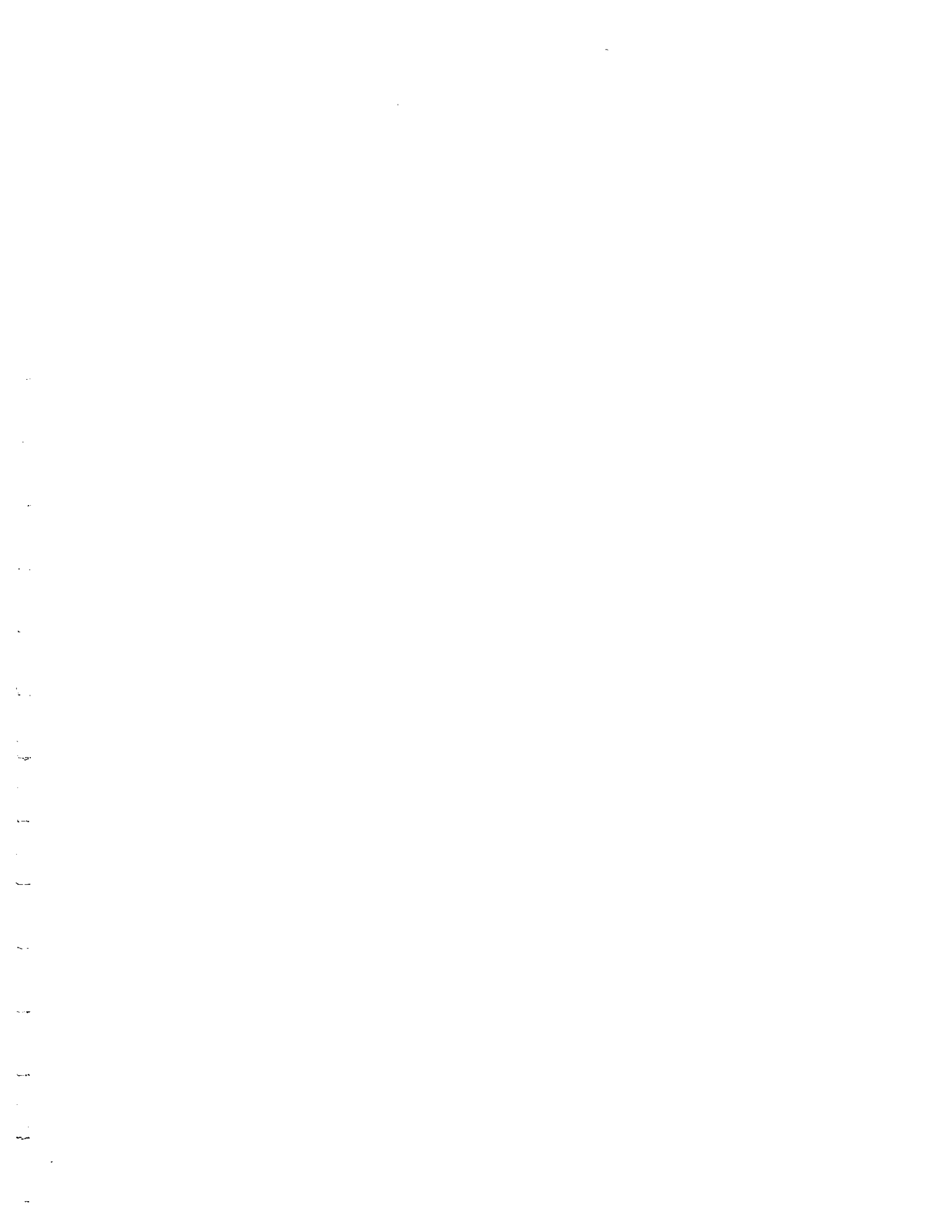
C) THE \$354,647.02 IS PROPERTY OF 415 AND 416 AND SHOULD BE PRESERVED.....14

D) CONTEMPT OF COURT AND OFFENCES UNDER THE BIA.....15

LIST OF APPENDICES

- “A” Order dated November 21, 2014 of the Honourable Mr. Justice Penny appointing the Interim Receiver
- “B” Endorsement of the Honourable Mr. Justice Penny dated November 21, 2014
- “C” First Report of the Interim Receiver (without appendices)
- “D” Handwritten endorsement of the Honourable Mr. Justice Penny dated December 1, 2014
- “E” Second Report of the Interim Receiver (without appendices)
- “F” Supplementary Report to the Second Report of the Interim Receiver (without appendices)
- “G” Handwritten endorsement of the Honourable Mr. Justice Newbould dated December 4, 2014
- “H” Third Report of the Interim Receiver
- “I” Order of the Honourable Mr. Justice Newbould dated December 8, 2014 appointing the Receiver and Trustee
- “J” Handwritten endorsement of the Honourable Mr. Justice Newbould dated December 8, 2014
- “K” Amended Order of Mr. Justice Newbould dated December 8, 2014
- “L” Transamerica Quarterly Statements dated January 29, 2015
- “M” Transamerica letter to Receiver dated February 25, 2015
- “N” Receiver letter to Transamerica dated February 26, 2015
- “O” Transamerica letter to Receiver dated March 3, 2015 enclosing cancelled cheques

- “P” Transamerica letter to Receiver dated March 5, 2015, enclosing authorization for payments made
- “Q” Business Name Reports for Crate Holdings and FS Holdco
- “R” Receiver letter to TD Bank dated March 4, 2015
- “S” Account History Printouts from T.D. Canada Trust- Keswick Branch for FS Holdco and Crate Holdings Accounts
- “T” Photographs taken of the account closing authorization forms dated December 11, 2014
- “U” Proposal Trustee’s First Report (without appendices)
- “V” Affidavit of Steven Crate sworn November 28, 2014
- “W” Cash Flow Statements of the Companies
- “X” Further Affidavit of Steven Crate sworn November 28, 2014
- “Y” Affidavit of Steven Crate sworn December 5, 2014
- “Z” Statement of Affairs in Bankruptcy for the Companies sworn by Steven Crate
- “AA” CMS Records of Withdrawal of Cash Surrender Amounts in 2009



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

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

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

Court File No. 31-1932502

IN THE MATTER OF THE BANKRUPTCY OF
CRATE MARINE SALES LIMITED

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

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

**FIFTH REPORT OF THE RECEIVER
AND FOURTH REPORT OF THE TRUSTEE**

MARCH 9, 2015

A. Farber & Partners Inc., in its capacities as the Court appointed Receiver (the “Receiver”) and as the trustee in bankruptcy (the “Trustee”) of the estates of Crate Marine Sales

Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd. (collectively the “Companies”) hereby reports to the Court as follows:

PURPOSE OF THIS REPORT

1. This is the fifth report of the Receiver and fourth report of the Trustee (the “Report”). Its purpose is to report on information and documentation that the Receiver and Trustee has obtained that Steven Crate, Gregory Crate and Lynn Marko appear, based on the records and information available to the Receiver and Trustee, to have deliberately taken steps after the commencement by the Companies of proposal proceedings pursuant to the *Bankruptcy and Insolvency Act* (the “BIA”), to clandestinely convert the proceeds of withdrawals from the cash surrender value of insurance policies held in the names of 1382415 Ontario Ltd. (“415”) and 1382416 Ontario Ltd. (“416”) of \$354,647.02 for their own benefit and/or for the benefit of other Crate family members. At all material times, these individuals were the directors and officers of 415 and 416. This pattern of behaviour even continued after the date of the receivership and bankruptcy of the Companies

2. The Receiver and Trustee accordingly seeks orders:

- a) without notice that, pending further Order of this Court, Steven Crate, Gregory Crate, Lynn Marko, Jessica Leanne Crate and James Crate and Fahey Crate Professional Corporation, and any other person having knowledge of the Order, preserve, and not deal with in any manner without the express written consent of the Receiver and Trustee, any and all proceeds, including any property into which such proceeds may have been converted (collectively, the “Policies Proceeds”), of the life insurance policies issued by Transamerica Life Canada and held by 415 and 416 on the lives of Steven Crate, Gregory Crate and Lynn Marko (the “Policies”) and, without limiting the generality of the foregoing:
 - i) the amount of \$160,000.00 transferred from the bank account of 415 on December 5, 2014 to the trust account of James R. Crate, a lawyer with Fahey Crate Law Professional Corporation; and
 - ii) the amount of \$184,247.02 transferred on December 11, 2014 from the bank accounts of 415 and 416 to the bank account of Jessica Leanne Crate.

b) with notice:

- i) Declaring that the Policies and the Policies Proceeds are Property of 415 and 416 within the meaning of the Order and Amended Order dated December 8, 2014 by which the Receiver and Trustee was appointed;
- ii) Directing any and all persons with knowledge of the Order to forthwith remit to the Receiver and Trustee any and all Policies Proceeds within their possession, power or control;
- iii) Without limiting the generality of paragraph 2(b)(ii), directing the remittance to the Receiver and Trustee of \$160,000.00 transferred from the bank account of 415 on December 5, 2014 to the trust account of James R. Crate, a lawyer with Fahey Crate Law Professional Corporation, and any Policies Proceeds thereof;
- iv) Without limiting the generality of paragraph 2(b)(ii), directing the remittance to the Receiver and Trustee of \$184,247.02 transferred on December 11, 2014 from the bank accounts of 415 and 416 to the bank account of Jessica Leanne Crate, and any Policies Proceeds thereof;
- v) Directing that James R. Crate, Jessica Leanne Crate, Steven Crate, Lynn Marko, Gregory Crate, and The Toronto Dominion Bank forthwith disclose to the Receiver and Trustee all records and documents within their knowledge, power, possession or control related to the Policies and/or the Policies Proceeds;
- vi) Declaring that all transactions in respect of the Policies Proceeds are void as against the Trustee pursuant to section 96 of the BIA;
- vii) Awarding damages against Jessica Leanne Crate, Steven Crate, Lynn Marko, and Gregory Crate on a joint and several basis pursuant to section 96 of the BIA and at common law for the Policies Proceeds or portions thereof not remitted to the Receiver and Trustee, on the basis that those individuals were parties or privy to the transfer of Policies Proceeds, which were transactions undertaken for no consideration to 415 and 416 and furthermore constituted appropriation of corporate assets;
- viii) Finding Steven Crate, Gregory Crate and Lynn Marko in contempt of the Order and Amended Order of the Honourable Mr. Justice Newbould dated December 8, 2014 which appointed the Receiver, in that, contrary to paragraphs 5 and 6 of those Orders:
 - A) they failed to notify the Receiver of the Policies and the Policies Proceeds,

- B) they failed to provide the Receiver with Records within the meaning of those Orders pertaining to the Policies and the Policies Proceeds, and
 - C) they appropriated the Policies Proceeds for improper purposes; and
- ix) Authorizing the Trustee to initiate proceedings for the prosecution of offences as described in the Report.

3. The Trustee has not yet sought inspector approval for the motions referred to above, given the urgency in getting the relief set out in paragraph 2(a) and the without notice considerations in that regard, as discussed below. The Trustee will seek such approval following this Report, and if necessary will apply to the Court for approval.

INTRODUCTION TO THE PROCEEDINGS

4. On November 14, 2014, the Companies each filed a Notice of Intention to Make a Proposal (the “NOI’s”) pursuant to the BIA.

5. On November 20, 2014, the currently-known largest secured creditor, Crawmet Corp. (“Crawmet”) filed motion material for a November 21, 2014 hearing seeking to (i) have the NOI’s of the Companies (other than 415 or 416) immediately terminated; (ii) appoint A. Farber & Partners Inc., as a receiver over the properties, assets and undertakings of the Companies (other than 415 or 416) and (iii) to substitute A. Farber & Partners Inc. as bankruptcy trustee of the Companies (other than 415 or 416) (the “Crawmet Motion”).

6. At the November 21, 2014 hearing, the Crawmet Motion was adjourned to December 1, 2014. Pending that hearing, A. Farber & Partners Inc. was appointed interim receiver (the “Interim Receiver”) of the Companies other than 415 and 416 (over which Crawmet did not have specific security) pursuant to section 47.1 of the BIA to preserve and protect the assets, undertakings and properties of those companies acquired for, or used in relation to the business that they carried on, including all proceeds thereof (the “Property”) pursuant to the November 21, 2014 Order of the Honourable Mr. Justice Penny (the “Interim Receiver Order”). A copy of the Interim Receiver Order is attached at **Appendix “A”**. A copy of the endorsement dated November 21, 2014 is attached at **Appendix “B”**.

7. In advance of the December 1, 2014 hearing, the Interim Receiver filed its First Report, a copy of which is attached without appendices as **Appendix “C”**.

8. The Crawmet Motion was argued further on December 1, 2014, at which time the Honourable Mr. Justice Penny further adjourned the motion to December 9, 2014. The endorsement of Mr. Justice Penny of that day is attached as **Appendix “D”**.

9. Following the December 1, 2014 hearing, the Interim Receiver discovered certain facts and matters, which the Interim Receiver believed were of an urgent and material nature such that they required immediate disclosure in advance of the scheduled hearing on December 9, 2014. The Interim Receiver therefore served and filed its Second Report, a copy of which is attached (without appendices) as **Appendix “E”**.

10. The Interim Receiver also filed a Supplementary Report to its Second Report, a copy of which is attached (without appendices) as **Appendix “F”**.

11. On December 4, 2014, the Honourable Mr. Justice Newbould heard a further motion by Crawmet to seek relief under the Crawmet Motion. The relief sought was further adjourned to December 8, 2014. A copy of the endorsement of the Honourable Mr. Justice Newbould dated December 4, 2014 is attached as **Appendix “G”**.

12. For the hearing on December 8, 2014, the Interim Receiver prepared and filed a Third Report, a copy of which is attached as **Appendix “H”**. At that hearing, the Honourable Mr. Justice Newbould terminated the NOI proceedings of the Companies and appointed A. Farber & Partners Inc. as Receiver and Trustee of all the Companies (including 415 and 416). A copy of the Order of that date is attached as **Appendix “I”**, and a copy of the handwritten Endorsement of that date along with an unofficial typed transcription is attached as **Appendix “J”**.

13. Since December 8, 2014, the Receiver and Trustee have taken the following steps and brought the following motions, all of which have been more fully set out in the First, Second and Third Reports of the Receiver and Trustee:

- a) On December 12, 2014, the Receiver and Trustee brought a motion to

correct a typographical error in the Order dated December 8, 2014 regarding a misdescription of 1282648 Ontario Limited, and for procedural consolidation of certain of the bankruptcy estates of the Companies and other administrative relief. The Honourable Justice Newbould issued an Amended Order dated December 8, 2014, a copy of which is attached as **Appendix "K"**. Justice Newbould also issued an order dated December 12, 2014 in respect of the consolidation and administrative relief, which is not attached for purposes of economy;

- b) On December 23, 2014, the Receiver and Trustee brought a motion to (i) approve the Second and Third Report of the Interim Receiver and the activities of the Interim Receiver set out therein; (ii) approve the fees of the Interim Receiver and its counsel; (iii) discharge A. Farber & Partners Inc. as Interim Receiver; (iv) increase the borrowing power of the Receiver; and (v) establish a property claims process pertaining to the proprietary and secured claims against tangible personal property of the Companies. The Honourable Justice Penny issued Orders granting that relief, which are not attached in the interests of economy;
- c) On January 14, 2015, the Receiver and Trustee commenced an application against Steven Crate, Gregory Crate, Lynn Marko, Ryan Crate, and Robin Crate (a.k.a. Robin Price) and sought and obtained a certificate of pending litigation without notice regarding properties held in their name in the vicinity of the lands owned by the Companies in Keswick but for which the Companies appear to have provided all funds for the acquisition and maintenance of those properties;
- d) On January 30, 2015 the Receiver and Trustee commenced a further application against Ryan Crate and sought and obtained a certificate of pending litigation with notice regarding further a property held in his name at 14 Highland Ave. in Belleville, but for which the Companies appear to have provided all funds for the acquisition and maintenance of that property;
- e) On February 13, 2015, the Receiver and Trustee brought motions for approval of a stalking horse sales process. By endorsement released February 18, 2015, the Honourable Mr. Justice Pattillo granted the relief sought, which is not attached in the interests of economy; and
- f) On February 19, 2015 the Receiver commenced applications for bankruptcy orders against Steven Crate, Gregory Crate, Lynn Marko and the estate of Lloyd Crate in connection with amounts owing by them to the Companies. Notices of Dispute have been filed in connection with these applications.

LIMITATION OF REVIEW

14. A. Farber & Partners Inc. in its capacities as Receiver and Trustee has relied upon the financial records and information provided by the Companies, as well as other information supplied by management, appraisers, accountants, auditors and advisors, and has not, except as specifically noted in this Report, audited, reviewed or otherwise attempted to verify the accuracy or completeness of the above information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook. It has prepared this Report for the sole use of the Court and of the other stakeholders in these proceedings.

A) DEPLETION OF LIFE INSURANCE POLICIES HELD BY 415 AND 416

15. The Receiver and Trustee has recently learned that during the NOI period and after the receivership and bankruptcy of the Companies, the directors and officers of 415 and 416, who are Steven Crate, Gregory Crate and Lynn Marko, took steps to withdraw \$354,647.02 of Policies Proceeds and then distribute it beyond the control of those companies. Part of the funds were paid to James Crate, a lawyer at Fahey Crate Professional Corporation during the NOI proceedings, and part of the funds were paid to Jessica Leanne Crate, the daughter of Gregory Crate, after the appointment of the Receiver and Trustee on December 8, 2014.

The Policies

16. In 2001, 415 and 416 took out the Policies on the lives of Steven Crate, Lynn Marko (née Crate), and Gregory Crate, as set out below:

Issue Date	Policy Number	Policy Owner	Policy Beneficiary	Policy Subject
April 28, 2001	080203460	F.S. Holdco 1382415 Ontario Ltd.	F.S. Holdco 1382415 Ontario Ltd.	Steven Crate
April 28, 2001	080203461	Crate Holdings 1382416 Ontario Ltd.	Crate Holdings 1382416 Ontario Ltd.	Steven Crate

June 21, 2001	080203458	Crate Holdings 1382416 Ontario Ltd.	Crate Holdings 1382416 Ontario Ltd.	Lynn Crate
June 21, 2001	080203459	F.S. Holdco 1382415 Ontario Ltd.	F.S. Holdco 1382415 Ontario Ltd.	Lynn Crate
April 28, 2001	080203462	Crate Holdings 1382416 Ontario Ltd.	Crate Holdings 1382416 Ontario Ltd.	Gregory Crate
April 28, 2001	080203463	F.S. Holdco 1382415 Ontario Ltd.	F.S. Holdco 1382415 Ontario Ltd.	Gregory Crate

Collectively attached as **Appendix “L”** are copies of the quarterly statements dated January 29, 2015 for the above-noted life insurance policies issued by Transamerica Life Canada (“**Transamerica**”).

17. Premiums on the Policies were paid by the Companies’ operating company, Crate Marine Sales Limited (“**CMS**”), and recorded as expenses of CMS on its books and records.

Discovery of the withdrawn amounts

18. On January 29, 2015 Transamerica sent quarterly statements regarding the Policies to the Companies, which were collected by the Receiver and Trustee in early February. These statements reproduced all activity during the period from October 28, 2014 to January 27, 2015, and disclosed that the aggregate amount of \$354,647.02 had been withdrawn as follows:

Policy Number	Policy Owner	Policy Beneficiary	Policy Subject	Amounts Withdrawn
080203460	F.S. Holdco 1382415 Ontario Ltd.	F.S. Holdco 1382415 Ontario Ltd.	Steven Crate	\$37,557.39
080203461	Crate Holdings 1382416 Ontario Ltd.	Crate Holdings 1382416 Ontario Ltd.	Steven Crate	\$37,557.39
080203458	Crate Holdings 1382416 Ontario	Crate Holdings 1382416 Ontario	Lynn Crate	\$86,801.27

	Ltd.	Ltd.		
080203459	F.S. Holdco 1382415 Ontario Ltd.	F.S. Holdco 1382415 Ontario Ltd.	Lynn Crate	\$86,801.27
080203462	Crate Holdings 1382416 Ontario Ltd.	Crate Holdings 1382416 Ontario Ltd.	Gregory Crate	\$52,964.85
080203463	F.S. Holdco 1382415 Ontario Ltd.	F.S. Holdco 1382415 Ontario Ltd.	Gregory Crate	\$52,964.85
			Total:	\$354,647.02

19. As the quarterly statements only disclose that \$354,647.02 was withdrawn during the period from October 28, 2014 to January 27, 2015, the Receiver and Trustee contacted Transamerica requesting particulars of when the monies were withdrawn and to whom they were paid. By way of a letter dated February 25, 2015, Transamerica responded that the funds were withdrawn effective November 28, 2014, and paid to "Crate Holdings 1382416 Ontario Ltd." and "F.S. Holdco 1382415 Ontario Ltd.". Attached as **Appendix "M"** is a copy of Transamerica's letter dated February 25, 2015.

20. On February 26, 2015, the Receiver and Trustee wrote further to Transamerica requesting copies of cancelled cheques evidencing the payments. Attached as **Appendix "N"** is a copy of the Receiver and Trustee's letter to Transamerica of that date.

21. On March 3, 2015, Transamerica wrote the Receiver and Trustee enclosing copies of the six cancelled cheques payable to "Crate Holdings 1382416 Ontario Ltd." and "F.S. Holdco 1382415 Ontario Ltd.". These cheques were dated December 1, 2014 and deposited on December 3, 2014 at the Toronto-Dominion Bank branch located at 23532 Woodbine Ave., Keswick, Ontario (the "**TD Bank**"). Attached as **Appendix "O"** is a copy of Transamerica's letter dated March 3, 2015 and enclosures. It should be noted that the Companies' main operating bank account was held at the Bank of Montreal and the

Companies also had accounts with CIBC and the Bank of Nova Scotia. The Receiver was not previously aware of the Companies having any accounts with TD Bank.

22. The Receiver and Trustee then asked Transamerica for the documentation submitted by 415 and 416 to make those payments. Transamerica responded by fax dated March 5, 2015, a copy of which is attached as **Appendix "P"**, to enclose the authorizations received. They were all signed by Steven Crate, Gregory Crate and Lynn Marko and all appear to have been sent on November 28, 2014. They also state that they confirm conversations of November 27, 2014 in which the request to withdraw funds had been made.

23. Since the names "F.S. Holdco 1382415 Ontario Ltd." and "Crate Holdings 1382416 Ontario Ltd." were new to the Receiver and Trustee, its counsel conducted corporate and business name searches for those names and found that no corporations existed under those names. However, the business names searches revealed that on December 3, 2014 – the day the cheques were cashed – the following business names were registered:

Business Name	Corporation Name
Crate Holdings	1382416 Ontario Ltd.
F.S. Holdco	1382415 Ontario Ltd.

Collectively attached as **Appendix "Q"** are copies of the Business Name Reports for Crate Holdings and F.S. Holdco.

24. On March 4, 2015, the Receiver and Trustee wrote to TD Bank to ask that the accounts in the names of 415 and 416 be frozen and to provide copies of all documentation regarding those accounts, a copy of which is attached as **Appendix "R"**.

25. On March 5, 2015, Peter Crawley, a Senior Manager with the Receiver and Trustee, attended at the Keswick Toronto-Dominion branch and spoke with the branch manager, Deb Irvine. Ms. Irvine explained to Mr. Crawley that Steven, Lynn, and Gregory attended at the branch on December 3, 2014 to open accounts and deposit the cheques totaling \$354,647.02. She further told Mr. Crawley that Steven, Lynn, and Gregory told her that the cheques had nothing to do with the insolvency proceedings regarding the Keswick marina.

26. Ms. Irvine then provided Mr. Crawley with account history printouts for these accounts which provide the following information:

- a) Account No.: 5009326 – 2240 – “F.S. Holdco”
 - i) the account was opened on December 3, 2014;
 - ii) there was a deposit of \$177,323.51 on December 3, 2014;
 - iii) there was a transfer of \$160,000.00 out of the account on December 5, 2014;
 - iv) two cheques in the amounts of \$5,000.00 and \$5,400.00, respectively, were drawn on the account; and
 - v) the account was closed on December 11, 2014 with a credit of 6,923.51.

- b) Account No.: 5009342 – 2240 – “Crate Holdings”
 - i) the account was opened on December 3, 2014;
 - ii) there was a deposit of \$177,323.51 on December 3, 2014;
 - iii) the account was closed on December 11, 2014 with a credit of \$177,323.51.

Collectively attached as **Appendix “S”** are the account history printouts.

27. Ms. Irvine then showed Mr. Crawley the signed account closing authorizations documents which show that on December 11, 2014, Steven Crate and Gregory Crate authorized the closing of both accounts and transferring the remaining funds in the aggregate amount of \$184,247.02 to another Toronto-Dominion bank account in the Keswick branch: account no. 6096110 – 2240. Collectively attached as **Appendix “T”** are pictures taken by Mr. Crawley of the account closing authorization forms dated December 11, 2014.

28. Of note is that these authorization documents list 415 and 416 as the account holders.

29. After Mr. Crawley’s further inquiries, Ms. Irvine advised that the transfer of \$160,000.00 on December 5, 2014 was delivered to the trust account of James R. Crate, a lawyer with Fahey Crate Law Professional Corporation. In addition, Ms. Irvine advised Mr. Crawley that the account holder of account no. 6096110 – 2240 is Jessica Leanne Crate, the

daughter of Gregory Crate. The Receiver and Trustee notes that the Statement of Affairs sworn by Stephen Crate show the only creditors of 415 and 416 were two notional \$1 entries for Hydro One and a total of \$2,2279,459 owing to one of the other Companies, F.S. Crate & Sons Limited. None of the recipients of the Policies Proceeds (Jessica Crate, James Crate and/or Fahey Crate Law Professional Corporation) are known by the Receiver and Trustee to be creditors of 415 or 416. Further, none of the recipients of the Policies Proceeds were recorded as creditors of any of the Companies on the listing of creditors owed over \$250 filed by the Companies and the Proposal Trustee with the initial NOI filing on November 14, 2014.

B) LACK OF DISCLOSURE OF THE LIFE INSURANCE POLICIES HELD BY 415 AND 416 AND THE TRANSACTIONS TO WITHDRAW FUNDS

30. Steven, Lynn, and Gregory Crate have never advised the Receiver and Trustee of the existence:

- a) of the life insurance policies held by 415 and 416;
- b) of these Toronto-Dominion bank accounts into which the \$354,647.02 was deposited; or
- c) of the withdrawal of \$354,647.02 from life insurance policies held by the Companies.

31. The records pertaining to the Policies, which were previously on the premises of CMS, do not appear to be there now.

32. Had the Receiver and Trustee not been sent the quarterly report from Transamerica, it would never have known about the Policies.

33. The Receiver and Trustee is greatly concerned that the Policies and the transactions related to the Policies Proceeds (being (i) the requests for withdrawal on November 27 and 28, (ii) the cheques dated December 1, (iii) the deposits dated December 3 into TD, (iv) the cheque dated December 5 to James Crate, and (v) the transfer dated December 11, 2014 to Jessica Leanne Crate) were not disclosed at any time during the NOI proceedings prior to December 8, 2014 nor in the receivership and bankruptcy proceedings after that time. The following are the instances of non-disclosure by Steven Crate, Gregory Crate and Lynn Marko in that regard:

- a) in the NOI proceedings, the proposal trustee filed its first report on November 21, 2014, which stated at paragraph 6 that 415 and 416 (as well as the Companies other than CMS) were simply holding companies for other companies or land – without any mention of the Transamerica policies with considerable value. A copy of the proposal trustee’s first report is attached (without appendices) as **Appendix “U”**;
- b) Steven Crate swore an affidavit dated November 28, 2014 (the same date as the withdrawal authorizations of 415 and 416 to Transamerica attached as Appendix “T”, which he signed), a copy of which is attached (without exhibits) as **Appendix “V”**, in which:
 - i) he asserted at paragraphs 48 and 49 that the Companies were acting in good faith, and
 - ii) he referred in paragraph 56 to the cash flow statement for the Companies, attached as Exhibit “L” to his affidavit and as **Appendix “W”** to this Report, which do not refer to the life insurance policies or the transactions involving the \$354,647.02 that had been requested the day prior to the affidavit,
- c) Steven Crate swore a supplementary affidavit dated November 28, 2014, a copy of which is attached as **Appendix “X”**, in which:
 - i) he stated that the affidavit was in support of a request for interim funding in the amount of USD \$300,000 on the basis that an extended cash flow statement showed that “without additional financing, the Debtors will be unable to continue to fund their business operations as of the week ending December 5, 2014” (paragraph 3), and
 - ii) he attached as Exhibit “A” to that affidavit the extended cash flow statement, which did not refer to the transactions that had already been commenced regarding the \$354,647.02;
- d) Steven Crate swore a further affidavit dated December 5, 2014, a copy of which is attached as **Appendix “Y”**, in which:
 - i) he reiterated the request made on November 28, 2014 for interim funding on the basis that the proposal debtors “are currently without sufficient funding to carry on their business operations through the proposed extension period, and will require further funding in order to continue operations through to the period ending January 26, 2015” (paragraph 29),
 - ii) he stated that F.S. Holdco (defined as 415 in the affidavit) owns the shares of F.S. Crate & Sons Ltd., and Crate Holdco (defined as 416 in the affidavit) owns the shares of the other of the Companies

(paragraph 38), and

iii) “Neither Crate Holdco nor F.S. Holdco have any other assets.” (paragraph 39), without mentioning the life insurance policies or \$354,647.02 deposited at TD on December 3 (with a part paid by cheque to James Crate the same day as the affidavit); and

e) Steven Crate swore the statements of affairs in bankruptcy for the Companies, including for 415 and 416 (copies attached as **Appendix “Z”**) without any mention of the insurance policies or the withdrawal of and transactions involving the \$354,647.02; and

C) THE \$354,647.02 IS PROPERTY OF 415 AND 416 AND SHOULD BE PRESERVED

34. The Policies were issued in the name of 415 and 416.

35. The books and records do not contain any entries that the Receiver and Trustee has been able to find in which the cost for the premiums was in any way allocated to Steven Crate, Gregory Crate and/or Lynn Marko, or that the value in the life insurance policies was recorded as belonging to any of them.

36. The books and records in fact contain entries to suggest the opposite - that the value of the Policies belonged to the Companies. The Receiver and Trustee has reviewed the books and records and has found that there was another withdrawal of cash surrender value amounts in 2009, which was at that time received by CMS and recorded as a dividend to CMS. A copy of the CMS records in that regard is attached as **Appendix “AA”**.

37. The Receiver and Trustee therefore recommends that orders be made to, among other things, compel the last known individuals with possession of the \$354,647.02, namely Jessica Leanne Crate and James Crate and Fahey Crate Professional Corporation, as well as Steven Crate, Gregory Crate and Lynn Marko, to preserve those funds or whatever portions of them are within their possession, power or control, pending further order of the Court.

38. The Receiver and Trustee intends to seek such an Order on a without notice basis. The reason for this request is that the lack of disclosure and clandestine transactions involving the \$354,647.02, as noted above, appear to demonstrate an intention to appropriate the Companies’ assets and mislead the Receiver and Trustee, and evade proper obligations in connection with the Companies, the Policies and the Policies Proceeds. The Receiver and

Trustee accordingly is concerned that giving notice before an Order is made preventing (further) dissipation of the Policies Proceeds may allow or encourage those involved to take further such steps.

39. In the interests of full and frank disclosure, as required for a motion without notice, the Receiver and Trustee advises that it has no information that any of the Policies Proceeds are still within the possession of Jessica Leanne Crate and/or James Crate and Fahey Crate Professional Corporation.

40. Following the Receiver and Trustee's request for an Order preserving the \$354,647.02, it will bring a motion on notice for, among other things, disclosure of all records in the possession of anyone associated with the transactions involving the Policies Proceeds, and for the return of the Policies Proceeds from any and all persons who may have possession, power or control of those funds.

D) CONTEMPT OF COURT AND OFFENCES UNDER THE BIA

41. The Receiver and Trustee is of the view that the events as set out above constitute contempt of Court on the part of all of Steven Crate, Greg Crate and Lynn Marko contrary to this Court's order of December 8, 2014 appointing the Receiver and placing the Companies into bankruptcy (Appendix "I" and "J"). Paragraph 5 of that Order required them, as the current or former directors and officers of, among others, 415 and 416 to "forthwith advise the Receiver of the existence of any" property of those Companies, and to deliver all such property to the Receiver. None of that was done.

42. In addition, the transactions by Gregory Crate and Steven Crate on behalf of 415 and 416 on December 11, 2014 (Appendix "T"), which were after the date of that Order, constitute further contempt of Court.

43. Further, the Receiver and Trustee is of the view that the events as set out above provide grounds to believe that Steven Crate, Gregory Crate and Lynn Marko have caused 415 and 416 to make a fraudulent disposition of their property before and after the date of their bankruptcy, contrary to s. 198(1)(a) of the BIA, for which those individuals are liable pursuant to s. 204 of the BIA.

44. Lastly, the Receiver and Trustee is of the view that the events as set out above provide grounds to believe that Steven Crate has made a false entry or knowingly made a material omission in a statement or accounting in his affidavits, the cash flow statements, and the statements of affairs of 415 and 416 as noted above, contrary to s. 198(1)(c) of the BIA.

45. The Receiver and Trustee accordingly requests leave of the Court pursuant to s. 205(3) of the BIA to initiate proceedings for the prosecution of these offences.

All of which is respectfully submitted this 10th day of March, 2015.

**A. FARBER & PARTNERS INC.
COURT-APPOINTED RECEIVER AND TRUSTEE OF CRATE MARINE SALES
LIMITED, F.S. CRATE & SONS LIMITED, 1330732 ONTARIO LIMITED, 1328559
ONTARIO LIMITED, 1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and
1382416 ONTARIO LTD.**

Per:

Stuart Mitchell

Senior Vice President

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

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

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

Court File No. 31-1932502

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

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

ONTARIO

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

**FIFTH REPORT OF THE RECEIVER AND FOURTH
REPORT OF THE TRUSTEE**

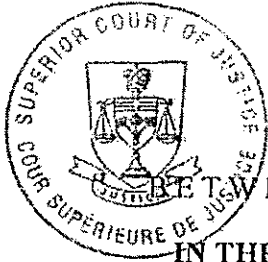
GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
TORONTO, ON M5G 1V2
Fax: 416-597-3370

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

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

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

TAB A



ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Court File No. 31-1932502

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

Court File No. 31-1932534

BETWEEN:

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

Court File No. 31-1932548

BETWEEN:

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

Court File No. 31-1932557

BETWEEN:

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

Court File No. 31-1932540

BETWEEN:

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

ORDER
(Appointing Interim Receiver)

THIS MOTION made by Crawmet Corp. ("Crawmet") for an Order, *inter alia*, terminating the proposal proceedings of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited and 1282648 Ontario Limited (collectively,

the "Debtors") and appointing A. Farber & Partners Inc. ("Farber") as receiver of all of the assets, properties and undertakings of the Debtors (the "Crawmet Motion").

ON READING the affidavit of Benn-Jay Spiegel sworn November 20, 2014 and the Exhibits thereto, on hearing the submissions of counsel for Crawmet and the Debtors and on being advised by counsel for the Debtors of their request for an adjournment of the Crawmet Motion.

ADJOURNMENT

1. **THIS COURT ORDERS** that the hearing of the Crawmet Motion is adjourned to Monday, December 1, 2014, on the terms set out herein.

FILING

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
3. **THIS COURT ORDERS** that the service and filing by Crawmet of a consolidated Notice of Motion and Motion Record is hereby validated and directs that the Motion Record be filed solely in Court File No. 31-1932502.

APPOINTMENT ON AN INTERIM RECEIVER

4. **THIS COURT ORDERS** that pursuant to section 47.1 of the BIA, A. Farber & Partners Inc. is hereby appointed interim receiver (the "Interim Receiver"), without security, of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property") with the powers provided for herein.

INTERIM RECEIVER'S POWERS

5. **THIS COURT ORDERS** that the Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and

authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable; and
- (c) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

6. **THIS COURT ORDERS** that the Debtors and/or the Interim Receiver shall not make any payments to any party related to the Debtors or Steven Crate, whether directly or indirectly, without the written consent of Crawmet or further order of the Court.

7. **THIS COURT ORDERS** that any disbursements in excess of the disbursements required to maintain the Property in an idle state shall not be paid by the Debtors without the approval of the Interim Receiver and Crawmet or further order of the Court.

Debtors are entitled to with draw reasonable legal fees and ordinary living expenses
DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER *ONBP*

8. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the

Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request.

9. **THIS COURT ORDERS** that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 9 or in paragraph 10 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

10. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

11. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

NO INTERFERENCE WITH THE INTERIM RECEIVER

12. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Interim Receiver or leave of this Court.

LIMITATION ON ENVIRONMENTAL LIABILITIES

13. **THIS COURT ORDERS** that nothing herein contained shall require the Interim Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

14. **THIS COURT ORDERS** that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for

any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

15. **THIS COURT ORDERS** that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "**Interim Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Interim Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

16. **THIS COURT ORDERS** that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

17. **THIS COURT ORDERS** that prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

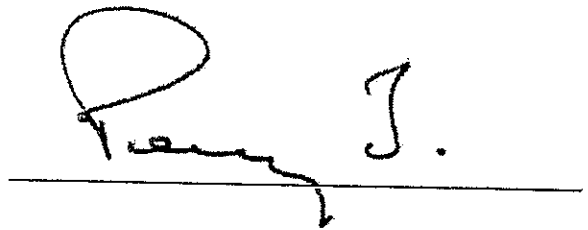
GENERAL

18. **THIS COURT ORDERS** that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

19. **THIS COURT ORDERS** that nothing in this Order shall prevent the Interim Receiver from acting as a receiver of the Debtors pursuant to section 243(1) of the BIA or a trustee in bankruptcy of the Debtors.

20. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

21. **THIS COURT ORDERS** that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

A handwritten signature, appearing to be "P. J.", is written in black ink above a solid horizontal line. The signature is stylized and cursive.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CRATE MARINE SALES LIMITED, ET. AL.

Court File No. 31-1932502

**ONTARIO
SUPERIOR COURT OF ONTARIO
IN BANKRUPTCY**

Proceedings commenced at TORONTO

INTERIM RECEIVER ORDER

CHATONS LLP
Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Harvey Chaiton (LSUC #21592F)
Tel: (416) 218-1129
Fax: (416) 218-1849

Maya Poliak (LSUC #54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844

Lawyers for Crawmet Corp.

TAB B

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CRATE MARINE SALES LIMITED, ET. AL.

Court File No. 31-1932502

November 21, 2014

*November 21, 2014
H. Chaiton } For Crawmet Corp.
M. Poliak }*

J.D. Marshall for Marquis Products LLC

A. Elchanko for Dedeck London

*K.D. Kraft as agent for Re
Daltan*

*This is a request for the
appointment of a Receiver
and the termination of
a NOI and Proposal Trustee.*

ONTARIO
SUPERIOR COURT OF ONTARIO
IN BANKRUPTCY

Proceedings commenced at TORONTO

MOTION RECORD
(RETURNABLE NOVEMBER 21, 2014)

CHAITONS LLP
Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Harvey Chaiton (LSUC #21592F)
Tel: (416) 218-1129
Fax: (416) 218-1849

Maya Poliak (LSUC #54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844

Lawyers for Crawmet Corp.



It is brought on that notice because of certain revelations that the Debtors have not been dealing forthrightly with the Applicant.

These allegations are denied.

The Debtors seek an adjournment for one week to file material.

As a term of an adjournment, the Debtors will agree to a term that no material transactions will take place and that the Debtors' Proposed Trustee will have authority to monitor and have enhanced powers to secure the assets.

The real problem with this proposal is that secured creditors representing \$20M of ^{the} \$70M of indebtedness, represented by Mr.

Charters say they will, under no circumstances, support any proposal by the Debtor and its principals. They so feel they have been lied to and have lost all faith and trust. They also say point to the fact that although some time has gone by, there is no hint of a proposal from the Debtor in any event.

In the circumstances, I am prepared to grant an adjournment but only on the basis that an interim receiver be appointed. There are serious allegations, before the Court requiring the assets be be secured to prevent self-help and dissipation.

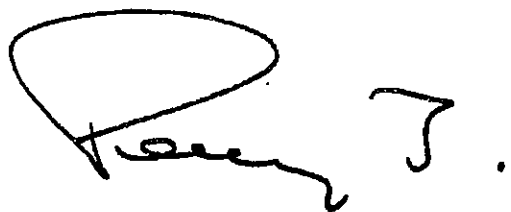
I am unable to accept that
the most efficient interim receiver
would be the current Proposal Trustee.
In the circumstances, I ~~will~~
appoint Fisher as the interim
receiver ~~to~~ effective
immediately.

Adjourned to ~~Monday Dec 1, 2014~~

~~Friday November 28, 2014~~

Monday Dec. 1, 2014

I hereby order to issue in
the form signed by me this day.

Perry J.

TAB C

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

Court File No. 31-1932502

BETWEEN:

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

Court File No. 31-1932534

BETWEEN:

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

Court File No. 31-1932548

BETWEEN:

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

Court File No. 31-1932557

BETWEEN:

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

Court File No. 31-1932540

BETWEEN:

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 1282648
ONTARIO LTD.**

FIRST REPORT OF THE INTERIM RECEIVER

NOVEMBER 30, 2014

TABLE OF CONTENTS

INTRODUCTION - 1 -

PURPOSE OF THIS REPORT - 2 -

LIMITATION OF REVIEW - 2 -

A) STEPS TAKEN TO FULFILL THE MANDATE OF THE APPOINTMENT ORDER..... - 3 -

 B) INFORMATION OBTAINED SINCE APPOINTMENT THAT MAY BE
 RELEVANT TO CERTAIN EVIDENCE AND ISSUES RAISED IN THE CRATE
 AFFIDAVIT AND THE SPIEGEL AFFIDAVIT - 9 -

 C) ISSUES AND MATTERS THAT HAVE COME TO THE ATTENTION OF THE
 INTERIM RECEIVER IN THE COURSE OF ITS MANDATE - 15 -

D) CONCLUSION..... - 20 -

LIST OF APPENDICES

- “A” Appointment Order dated November 24, 2014 of the Honourable Mr. Justice Penny
- “B” Endorsement of the Honourable Mr. Justice Penny dated November 21, 2014
- “C” E-mails between counsel for the Interim Receiver and counsel for the Companies regarding terms of access to electronic books and records
- “D” E-mails between the Interim Receiver and counsel for the Companies regarding requested further retainer and details of existing retainers, billed and unbilled time
- “E” Available inventory lists from the Companies for the Keswick and Lagoon City locations
- “F” Available inventory lists from the Companies for the Quebec location
- “G” Letters to customers sent by other Crate marina operations
- “H” Media coverage of the restructuring
- “I” Transactional documents provided by Crawmet regarding boat purchases
- “J” Correspondence from counsel for Paul Tobey and Nancy Houle in connection with a deposit
- “K” E-mail from Don Rogers to the Interim Receiver

Court File #31-1932502
31-1932534
31-1932548
31-1932557
31-1932540

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

**CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED
1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED AND 1282648 ONTARIO
LIMITED**

FIRST REPORT OF THE INTERIM RECEIVER

November 30, 2014

A. Farber & Partners Inc., in its capacity as the Court-Appointed Interim Receiver (the “Interim Receiver”) of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1323559 Ontario Limited and 1282648 Ontario Limited (collectively the “Companies”) hereby reports to the Court as follows:

INTRODUCTION

1. On November 14, 2014, the Companies each filed a Notice of Intention to Make a Proposal (the “NOI’s”) pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “BIA”), and named Dodick Landau Inc. as proposal trustee (“Proposal Trustee”).
2. On November 20, 2014, one of the major secured creditors, Crawmet Corp. (“Crawmet”) filed motion material for a November 21, 2014 hearing seeking to (i) have the NOI’s immediately terminated; (ii) appoint the Interim Receiver as a receiver over the properties, assets and undertakings of the Companies and (iii) to substitute the Interim Receiver to become the bankruptcy trustee of the Companies. At the November 21, 2014 hearing, this motion was adjourned to December 1, 2014.

3. At the November 21, 2014 hearing, the Interim Receiver was appointed Interim Receiver pursuant to section 47.1 of the *Bankruptcy and Insolvency Act* (the “**BIA**”) of the Companies to preserve and protect the assets, undertakings and properties of the Companies acquired for, or used in relation to the business carried on by the Companies, including all proceeds thereof (the “**Property**”) pursuant to the November 21, 2014 Order of the Honourable Mr. Justice Penny (the “**Appointment Order**”). A copy of the Appointment Order is attached at **Appendix “A”**. A copy of the endorsement dated November 21, 2014 is attached at **Appendix “B”**.

PURPOSE OF THIS REPORT

4. This is the first report of the Interim Receiver (the “**First Report**”). Its purpose is to:
- a) advise the Court and the stakeholders of the Companies of the steps taken by the Interim Receiver to date to fulfil its mandate under the Appointment Order;
 - b) advise the Court and the stakeholders regarding information obtained since appointment on November 21, 2014 that may be relevant to certain evidence and issues raised in the Affidavit of Steven Crate sworn November 28, 2014 (the “**Crate Affidavit**”) and the Affidavit of Benn-jay Spiegel sworn November 20, 2014 (the “**Spiegel Affidavit**”); and
 - c) advise the Court and stakeholders of the Companies of issues and matters that have come to the attention of the Interim Receiver in the course of its mandate, which may require review.

LIMITATION OF REVIEW

5. The Interim Receiver has relied upon the financial records and information provided by the Companies, as well as other information supplied by management, appraisers, accountants, auditors and advisors, and has not independently reviewed or verified such information. The Interim Receiver has prepared this First Report for the sole use of the Court and of the other stakeholders in these proceedings.

A) STEPS TAKEN TO FULFILL THE MANDATE OF THE APPOINTMENT ORDER

6. The Appointment Order was issued around 4:00 p.m. Friday November 21, 2014. The Interim Receiver attended the various premises to preserve and protect the Property as authorized in paragraph 5(b) of the Appointment Order.
7. The steps taken by the Interim Receiver have been guided by the fact that the Appointment Order was made pursuant to s. 47.1 of the BIA as an Interim Receiver for a short period of time (Nov. 21 to Dec. 1), and in circumstances in which the Companies are already in NOI proceedings and operating under the monitorship of the Proposal Trustee.
8. The Interim Receiver conducted discussions with the employees of the Companies regarding the nature of the Property and the procedures already in place for safeguarding the Property, including through the involvement of the Proposal Trustee. As will be further detailed below, the Interim Receiver came to the conclusion as a result that in several instances procedures were already in place so long as the Companies complied with the Appointment Order and acted in good faith, and further that the nature of the business of the Companies at this time of year does not require that the Interim Receiver exercise the strongest preservation measures of taking possession as authorized (but not required) in paragraph 5(a) of the Appointment Order.
9. The Interim Receiver instead determined that the most appropriate step was to exercise the powers of control under paragraph 5(a) of the Appointment Order, and the powers to preserve and protect the Property in paragraph 5(b) of that Order, the details of which are set out in detail below. This was in order to avoid undue interference in the business of the Companies or the exercise of management of the Companies.
10. To date, the activities undertaken by the Interim Receiver include, but are not limited to the following:

Attendance

- a) Immediately attending at the Companies' Ontario premises in Keswick, Willow Beach, Lagoon City and Port Credit.

- b) Before November 27, due to snow impeding access, the Interim Receiver investigated with staff for the Companies to determine if any assets still exist at the Port McNichol facility, which was apparently abandoned in the summer of 2014. On November 27, the snow subsided and the Interim Receiver arranged for someone to attend at this location. No personnel of the Companies appeared to be present. There is a 30' x 40' marine lift that appears to be in good used condition and which may be leased according to a May 30, 2011 PPSA registration by 1728259 Ontario Inc. (at page 35 of the PPSA search attached at Exhibit "L" to the affidavit of Benn-jay Spiegel sworn November 20, 2014). There is another older marine lift and front-end loader also present, and for which the ownership has not yet been determined.
- c) Arrange for the Interim Receiver's Quebec agent to attend the Companies' location in St.-Paul-Ile-Aux-Noix, Quebec.
- d) Meeting with staff to discuss the appointment of the Interim Receiver and that the Companies' continue to operate 'business as usual' under the NOI protection afforded by the BIA.
- e) Ongoing discussions and correspondence with the Companies' principal, Mr. Steven Crate, regarding all aspects of the Interim Receiver's appointment and issues faced by the Interim Receiver identifying and locating assets and supporting documents for pending transactions.
- f) Posting notices on the doors of the premises occupied by the Companies alerting to the appointment of the Interim Receiver. Due to inadvertence, one sign errantly advised of appointment of the Interim Receiver as "Receiver" at the Lagoon City location. The sign was only in place from the evening of November 21 to the afternoon the next day and was corrected within an hour of the error being brought to the Interim Receiver's attention.
- g) Attending to changing locks for the locations. For locations other than Keswick and Quebec, the Interim Receiver designated key delegates among employees of the Companies. At the Keswick and Quebec locations, representatives or agents of the

Interim Receiver open and close the facilities on days of operation. Where security systems are present at the facilities used by the Companies, they are not in operation so no steps have been taken regarding security codes.

- h) Discussions with staff and attendance at the premises to permit and accommodate the ongoing ordinary course activities of the Companies every day (including both weekends) following the Interim Receiver's appointment.
- i) Review of the Companies' existing security program and continued use of the same internal and external security guards for night inspections of the various properties.
- j) Confirmed with the Companies' that the pre-existing insurance coverage remains in place and confirmed in the notes to the cash flow prepared for BIA purposes that insurance premiums are included in the forecasted disbursements.
- k) Attempt to gain cooperation of the Companies for access to the electronic books and records of the Companies for all locations and numerous discussions and emails with staff to attempt to arrange same. Privilege issues were asserted by the Companies' counsel, resulting in an interim arrangement by which Froese Forensic Partners Ltd. is in the process of taking and safeguarding copies of these books and records pending either further Court order or consent of the parties, as outlined in the e-mails between counsel attached at **Appendix "C"**.

Banking, receipts and disbursements

11. Upon appointment, the Interim Receiver discussed the operations of the Companies with employees and discussed controls on the receipts and disbursements of the Companies with the employees and the Proposal Trustee.

12. The Interim Receiver concluded as a result that at this time of year, the operations of the Companies do not yield substantial receipts, and the receipts that are taken in are predominantly in the form of cheques or credit card charges, such that cash transactions are minimal. The Interim Receiver accordingly determined that the provision of daily online bank statement printouts by the controller for the Companies to the Interim Receiver was

sufficient control. Arrangements to establish independent online access to the bank accounts are underway with the banks but have not been finalized.

13. The Interim Receiver's review of disbursements at the Companies was that there was a pre-existing procedure in place with the Proposal Trustee under which all disbursements would be submitted for pre-approval. The Interim Receiver maintained that approval process and added the requirement that it also approve after the Proposal Trustee had approved.

14. The detailed steps taken by the Interim Receiver in these respects are as follows:

- a) Correspond with the three banks for the Companies to gain access to review the transactions flowing through the six bank accounts.
- b) Review outstanding cheques issued by the Companies prior to November 21, 2014.
- c) In the course of overseeing the disbursements by the Companies, the Interim Receiver has had discussions with counsel for the Companies regarding a request by counsel for a further retainer of \$30,000 in addition to retainer funds of \$60,000 that appear to have been already advanced. The Interim Receiver has asked for clarification of the amounts remaining in respect of prior retainers paid, remaining trust funds and billed or unbilled time. The Interim Receiver is awaiting a response before making a determination on that issue. A copy of the e-mail exchanges with counsel for the Companies in that regard is attached as **Appendix "D"**. The Interim Receiver later determined that this payment was made nonetheless, as described in paragraphs 46-48, below.
- d) Arrangements are underway to set in place independent on-line access to bank accounts for the Companies, which will likely be implemented after December 1, 2014 subject to further direction of the Court at that hearing.
- e) Follow up with the Proposal Trustee for clarification regarding various assumptions and items on the 5-week cashflow and reports as they pertain to

assets and expected revenue of the Companies and expenses and requirement for approved disbursements under the Approval Order.

Accounts Receivable

- f) Review of the accounts receivable subledger with the Companies and the Companies' efforts to collect the outstanding amounts.
- g) Identify approximately 50 accounts receivable in credit balances (i.e. accounts payable) totalling approximately \$1,605,000 and advise the Companies and the Proposal Trustee that these payables were not on the mailing list included with the NOI notice to creditor packages.
- h) Review of the accounts receivable in respect of amounts owing from customers that purchased boats but appear not to have been paid, some of which go back several years. The Interim Receiver awaits explanations from Steven Crate on these matters. The Interim Receiver did so in order to assess the soundness of the receivables and steps that may be necessary to safeguard them.
- i) Discussions with management and the Proposal Trustee regarding the billing and collection of 2015 slip rental income and the intended treatment of the funds collected during the NOI.

Inventory

15. The review by the Interim Receiver of inventory of the Companies, which primarily consists of boats, has been limited by two factors.

16. First, most boats have been shrink-wrapped for winter storage, which prevents meaningful physical inspection, including confirmation of serial numbers. The removal of the shrink wrap was not economical as it would need to be re-done. As a result, the Interim Receiver was required to rely on the verbal advice of the Companies' staff that a boat listed on the inventory lists was in fact a boat being inspected.

17. Second, the Companies' records regarding the boat inventory owned by the Companies were not complete. The inventory lists provided by the Companies to the Interim Receiver for the Keswick and Lagoon City locations is attached as **Appendix "E"** and the list for the Quebec location is attached as **Appendix "F"**. As shown on Appendices "E" and "F", the serial numbers for 17 of the 58 boats are not listed, which complicates review.

18. The detailed steps taken by the Interim Receiver are as follows:

- a) Ongoing meetings with staff, review of the Companies' records (where available) and review of the boats on the various Companies' sites to attempt to compile a Companies'-owned boat inventory list from the various partial lists.
- b) Initial steps to take an inventory of customer-owned boats. This process is facing the same documentation and identification issues as the Companies'-owned boats noted above.
- c) More detailed review of available documents and discussions with staff regarding various boats on the sites for which the Companies were unable to identify who owned the boats.
- d) Review and monitoring of the Companies' ongoing activities to remove the boats still in the water on November 21, 2014 and winterize and shrink-wrap the remaining boats for the end of the 2014 season.
- e) Review the Companies'-owned boats reported to be located at related and/or third-party sites in Saint-Jean-Sur-Richelieu.
- f) Steps taken with respect to a 50' yacht that was on the Companies' inventory list with a book value of \$1,178,665 removed from the Keswick facility on the morning of the NOI filing:
 - i. the Interim Receiver reviewed the Companies' records and had discussions with Borden Ladner Gervais LLP ("**BLG**") as counsel for the supplier, Marquis Yachts. The Companies records showed the book value noted above, and there was also a corresponding payable to

Northpoint Commercial Finance, being the financier of the Marquis Yacht's for \$1,014,445 on the Companies' balance sheet as at November 22, 2014. Northpoint was not shown as a creditor on the Proposal Trustee's creditor list attached to its First Report;

- ii. the Interim Receiver had discussions and correspondence with the trucking company that moved the 50' yacht to their yard in Pickering, Ontario and confirmed the boat will remain secured at their site pending further instructions from the Interim Receiver or order of this Honourable Court; and
- iii. the Interim Receiver has entered into discussions and correspondence with BLG to attempt to agree upon arrangements to monetize the 50' yacht through a sale to a third party in Florida for approximately US\$850,000, before selling and transportation costs, with funds then being paid to the Interim Receiver in trust pending either agreement or adjudication by this Court as to entitlement to the proceeds of sale. This matter is ongoing.

B) INFORMATION OBTAINED SINCE APPOINTMENT THAT MAY BE RELEVANT TO CERTAIN EVIDENCE AND ISSUES RAISED IN THE CRATE AFFIDAVIT AND THE SPIEGEL AFFIDAVIT

No initiation of contact by the Interim Receiver, and publicity by others

19. Paragraphs 67 and 68 of the Crate Affidavit assert that there is concern and nervousness on the part of staff and customers of the Companies. The Interim Receiver has not, however, initiated any contact with customers, suppliers or other third parties having relationships with the Companies, except for the banks as noted above. All contact from parties external to the Companies has been initiated by others.

20. The Interim Receiver is aware that publicity of the need for restructuring on the part of the Companies has been made by persons outside the control of the Interim Receiver. In particular:

- a) the Proposal Trustee was required to issue notices to the creditors listed on the Companies' NOI filings on November 21, 2014 under the BIA;
- b) other members of the Crate family have sent letters stating that other Crate marina operations are separate from and unaffected by the restructuring at the Crate Keswick facility, which appear to have been sent to all customers of the Companies (whether customers of the unaffected business or those subject to NOI and Interim Receiver proceedings), copies of which are attached as **Appendix "G"**; and
- c) the media has reported on the restructuring, which has involved quoted interaction by personnel of the Companies. An example of such reporting on November 24 is attached as **Appendix "H"**. The Interim Receiver is reported in that article as not responding to media, and it has not provided any comment to the media nor had any discussions with them since.

No loss of sale due to actions of the Interim Receiver

21. Paragraph 68 of the Crate Affidavit states that a sale, the details of which are not specified, was lost as a result of the Interim Receiver's appointment. The Interim Receiver is only aware of one sale that has been cancelled since the Appointment Order, and the information available to the Interim Receiver about that is different from that described in the Crate Affidavit.

22. The Interim Receiver was advised by the Companies that there was a possible purchaser of a boat owned by a third party (for which the Companies would act as broker on the sale), who had made a \$10,000 deposit pre-NOI. That individual made a further deposit of \$50,000 post-NOI. The Interim Receiver was advised by the Proposal Trustee that it had discussed with the purchaser the existence and effect of the NOI restructuring proceedings on the transaction and deposits paid.

23. The Interim Receiver's only direct dealings with this possible purchaser were when he advised the Interim Receiver (Stuart Mitchell) that he was unable to proceed with the proposed transaction due to inability to get suitable financing.

24. The Interim Receiver was also advised by Steven Crate that he believed that this individual was going to get in touch with the boat owner directly, which would have the effect of excluding the Companies from earning fees on the sale, but the Interim Receiver is unaware of the foundation for Mr. Crate's belief in that regard.

No interference with the ability of management to carry on the business of the Companies

25. Paragraph 66 of the Crate Affidavit states that the Interim Receiver has interfered with the ability of management of the Companies to carry out obligations to customers. The Interim Receiver is unaware of any instances where this has been the case and the employees and management of the Companies have not raised this issue since the Appointment Order.

26. The only complaint that management of the Companies has made about the operations of the Interim Receiver is that management believes that the Interim Receiver has undertaken a review of the affairs of the Companies that is not called for in the Appointment Order. This issue has arisen in circumstances where the affairs of the Companies have been described to the Interim Receiver in ways that raise the issue for the Interim Receiver that possible assets (whether in the form of accounts receivable, or inventory), possible liabilities and possible transactions may not be fully or accurately reflected on the Companies' records.

27. Management of the Companies and some employees have also in some cases brought customers to speak to representatives of the Interim Receiver about concerns such as pre-NOI deposits for boat repairs, or whether slip rentals will be available in 2015. This appears to reflect a misunderstanding on the part of management that any loss of such deposits or uncertainty about continued operations is the result of the actions or decisions of the Interim Receiver. The difficulties posed for such customers arise from the insolvency situation facing the Companies. The Interim Receiver's representatives have attempted in such cases to clarify what the Interim Receiver is able to do, and what is the responsibility of others or is dependent on the Court's process. The Interim Receiver explained to those depositors that the freeze is a result of the NOI filed by the company, not the Appointment Order, and suggested that they speak to the Proposal Trustee should they wish further confirmation or information.

28. There have been no written complaints from the Companies about actions or inactions

of the Interim Receiver.

29. Without the benefit of any further details on the complaint of interference with management in the Crate Affidavit, the Interim Receiver is unable to report further to the Court on this issue.

30. The Interim Receiver does note, however, that although the controller of the Companies was initially very cooperative in answering questions, she refused to do so further on November 28 and stated that she was under direction from management not to provide any further information before the December 1, 2014 hearing before this Court.

No loss of a boat due to action or inaction of the Interim Receiver

31. The Crate Affidavit describes in paragraph 65 that a boat sank at the Lagoon City Marina, and goes on to state that interference by the Interim Receiver in the operations at that facility caused or contributed to this event. The Receiver's information differs as follows:

- a) the Interim Receiver's representative, Noah Litwak, who is a licenced trustee, attended at Lagoon City at 4:45pm on November 21, 2014, and met with Wayne McPhee, who is the site manager at that location. At that point the locks were changed.
- b) Mr. Litwak discussed with Mr. McPhee on November 21 that there were plans to continue boat lift and wrapping operations for the approximately 12 boats still left in the water due to pre-appointment actions or inaction at the facility. Those lift and wrapping operations were stated by Mr. McPhee to be planned for Sunday November 23.
- c) On Saturday, November 22, Mr. Litwak contacted Mr. McPhee to advise that Mr. McPhee was going to be authorized as a key delegate for that facility with a key being available that day so that the planned work could take place on the weekend. Mr. McPhee indicated that the relevant employees no longer wanted to work on the weekend, and he instead asked to meet Mr. Litwak at the facility on Monday morning and received a key at

that time.

- d) When Mr. Litwak arrived on the morning of Monday November 24, he opened the facility and was notified shortly thereafter by employees that a boat was taking on water. The boat was not owned by the Companies, but was instead owned by Al Tupper and was a 1974 36' Trojan. After the boat was raised, Mr. McPhee inspected it and advised the Interim Receiver that there was no apparent damage to the hull that would have allowed water to enter.
- e) Mr. McPhee advised Mr. Litwak that Mr. Tupper attended later on the morning of November 24 and had insurance paperwork in hand and did not seem upset. The Interim Receiver has since been advised that Mr. Tupper's insurer has agreed to cover the loss.
- f) Further review by Mr. Litwak with facility employees indicated that Mr. McPhee and Mark Kitley (the site mechanic) had been on site on the prior afternoon to move the bubblers (used to prevent icing), at which time no boats appeared to be taking on water. The information provided to the Interim Receiver indicated that the mild weather that weekend meant that no further steps were required before Monday November 24. Further, the security logs indicated that the security guard had been on site at 12:30 am early on Monday morning, and nothing out of the ordinary had been reported.

32. The Interim Receiver did not prevent the removal over the weekend of any boats that the Lagoon City location still had in the water as of the date of the Appointment Order, nor did the Interim Receiver fail to have the maintenance and security operations at the facility as normally operated by the Companies. Mr. Tupper has not had any direct contact with the Interim Receiver.

Particular boats referred to in the Spiegel Affidavit

33. The Interim Receiver has reviewed the inventory lists prepared by the Companies

against the boats referred to in Exhibit "H" to the Spiegel Affidavit. The Interim Receiver was also provided by counsel for Crawmet with title and other documents for additional boats (the "**Crawmet Documents**"), copies of which are attached as **Appendix "I"**. The Interim Receiver was advised by counsel for Crawmet that these documents pertain to boats owned by Crates Belleville Inc. a wholly owned subsidiary of Crawmet (note that this is a different company than Crate Belleville Inc., which is a marina operated by Ryan Crate and which the Interim Receiver understands is owned by the nephews of Steven Crate as well as Mr. Spiegel). In total, Exhibit H of the Spiegel Affidavit and the Crawmet Documents refer to 13 boats where an ownership interest is asserted.

34. The Interim Receiver has searched the inventory lists prepared by the Companies, attached as Appendices "E" and "F", for the serial numbers of the boats listed in the Crawmet Documents. The Interim Receiver has also raised these issues with Ron Wright, consultant for the Companies, who has provided some information. He advises that he continues to look for further information. The accuracy of the information provided by Mr. Wright has not been verified by the Interim Receiver.

35. The following is the result of this review by the Interim Receiver on this issue to-date. As is summarized below, 4 of the 13 boats that Crawmet claims are owned by its subsidiary have been confirmed as sold by Mr. Wright:

	Boat serial #	On inventory list of the Companies?	Comments from Ron Wright or management
1.	CVRR7024K314	No	Ron believes this is in Keswick. A deposit has been received for a purchase agreement.
2.	CVRR7029B414	No	Ron has confirmed this boat is sold and is on the customer boats listing for Quebec as owned by Pierre Gagnon.
3.	CVRR7003A313	No	Ron believes this is in Belleville.
4.	CRSEE130H213	No	Ron has confirmed this is sold.

5.	KCSBF155F314	Yes	According to management, this boat is in Belleville.
6.	CVRX4001A414	No	Ron has confirmed this is sold.
7.	CRSXH132I314	No	Ron has confirmed this is sold.
8.	CRSEC157J314	Yes	Management showed the Interim Receiver a shrink-wrapped boat in Keswick said to be this boat.
9.	KCSFF114F314	No	Ron believes this is in Belleville.
10.	KCSBA122E315	Yes	According to management, this boat is in Belleville.
11.	KCSBA123E315	Yes	Management showed the Interim Receiver a boat in the Keswick showroom said to be this boat.
12.	KCSBA124F315	No	Ron is investigating the whereabouts of this boat.
13.	KCSBA125H315	Yes	Management showed the Interim Receiver a boat in the Keswick showroom said to be this boat.

C) ISSUES AND MATTERS THAT HAVE COME TO THE ATTENTION OF THE INTERIM RECEIVER IN THE COURSE OF ITS MANDATE

Request for refunds of deposit

36. The Interim Receiver has received correspondence from counsel for Paul Tobey and Nancy Houle in connection with a \$25,000 deposit said to have been retained by the Companies for purchase of a boat in the future, a copy of which is attached as **Appendix "J"**. Inquiries to the controller of the Companies about the whereabouts of the deposit have not been answered due to the management instruction given to her as noted in paragraph 30, above.

CRA

37. A representative of CRA contacted Stuart Mitchell of the Interim Receiver on November 27, 2014 by voice-mail. Mr. Mitchell has attempted to make contact with the CRA representative on November 28 without success. The nature and extent of the issues for which CRA wanted to contact the Interim Receiver is accordingly not yet known.

Information not provided by the Companies

38. Despite request, the Interim Receiver has not been provided with information by the Companies relating to the following issues over the past week since the Appointment Order:

- a) Customer deposits. The existence of any deposits to be held in trust is material for an understanding of the assets of the Companies and the manner in which various funds on hand should be appropriately safeguarded by the Interim Receiver.
- b) 2015 slip rentals. The quantum, timing of billing and timing of receipt of these amounts is again material to the assets to be safeguarded.
- c) Pending repairs. The amount of expected repairs is both material to control the disbursements for parts and equipment for repairs, and to expected revenue constituting assets.
- d) Pending boat sales. The quantum and timing of any pending boat sales is highly material to the financial position of the Companies that the Interim Receiver is required to protect. The amount of money at issue for the sorts of boats sold by the Companies ranges from the tens of thousands to more than a million dollars per unit. The timing of sales interfaces with how deposits must be safeguarded and can eventually be released and used for the Companies' purposes.

Reports from customers of the Companies regarding boat sales

39. The Appointment Order does not authorize or require the Interim Receiver to engage in the detailed form of analysis of the affairs of the Companies that would arise in a full receivership appointment, particularly with respect to matters pre-dating November 21, 2014.

40. The Interim Receiver has, however, been approached by a number of individuals who advise of transactions involving the Companies in the sale of boats on behalf of customers without remitting the proceeds to the boat owner, or sales of boats with financing encumbrances that have not been discharged and that now remain outstanding against the original boat owner (and possibly the boat).

41. The Interim Receiver has not conducted any independent review with employees of the Companies regarding the advice so received. The Interim Receiver cannot accordingly verify the accuracy or lack thereof of the information that it has been provided.

42. The Interim Receiver is of the view that the proper exercise of its duties in these circumstances is to bring these issues to the attention of the Court and the stakeholders of the Companies for the appropriate analysis and direction. The information that has been received, along with details of the source of that information, is as follows:

- a) Don Rogers wrote to advise that he purchased a Carver boat from the Companies in 2008, which was financed by a Bank of Montreal loan, and he then traded that boat in to the Companies in 2010 for a Cruisers that was financed by a National Bank loan. The Carver was traded in for sale by the Companies in January of 2010, but the loan was not paid off and remains outstanding. Mr. Rogers was only made aware of the outstanding loan on the Carver boat to Bank of Montreal recently when the Companies stopped making loan payments that had been made without Mr. Rogers' knowledge. The Carver boat is still at the Keswick facility and may be owned by someone named Miller. The Cruisers was returned for sale, but the proceeds were never paid to Mr. Rogers and the loan from National Bank was not repaid. Mr. Rogers advised that after pressing Steven Crate for a year, Mr.

Crate admitted the non-payment of the loans and gave title to two further 2010 Regal and 2007 Carver boats to Mr. Rogers as collateral for the amounts owing. The 2010 Regal was shipped to the United States without payment to Mr. Rogers and despite it being in his name. The 2007 Carver is still at the Keswick facility. A copy of Mr. Rogers' e-mail to the Interim Receiver is attached as **Appendix "K"**.

- b) Greg Crate, the brother of Steven Crate, advised that the Companies recently sold a 2000 Sea Ray 380 Sundancer on behalf of Rocco Morra, for which Mr. Morra is owed \$62,000;
- c) Greg Crate advised that the Companies sold a 1987 Carver 3297 Mariner on behalf of Robert Bittle to Fortunato Ignacio, for which Mr. Bittle is similarly owed some or all of the sale price. The records of the Companies show that amount as \$25,000;
- d) Greg Crate advised that the Companies sold a 1989 Sea Ray 340 Sundancer on behalf of Bill Mooney in September, for which Mr. Mooney is similarly owed some or all of the sale price. The records of the Companies show that amount as \$18,000;
- e) Ron Wright advised that the Companies sold a 1998 Sea Ray 330 Sundancer on behalf of Ian Smith to Ryan Shakell on August 24, 2014 for \$34,470, for which Mr. Smith is owed \$29,271. Mr. Shakell now wishes to remove the boat and the Companies have refused permission;
- f) Ryan Crate, the son of Greg Crate and nephew of Steven Crate, has advised that he owned two boats, a 2008 22' Regal and a 2005 33' Monterey, which were sold by the Companies but registered financing in favour of Bank of Montreal and Royal Bank of Canada was not repaid and discharged such that Mr. Crate is now personally liable for \$162,000 on the loans;
- g) Ryan Crate has advised the Interim Receiver that Dan Bedard has recently contacted him about a 57' Carver boat, which Mr. Bedard bought from the

Companies in 2012 and sometime later entrusted it with the Companies to sell for him when he purchased a larger boat. Mr. Crate further advises that the Companies sold the boat to Stan Kirshenblatt and did not pay out the balance owing to Mr. Bedard, who appears on the NOI listing of creditors with a balance owing of \$127,571.31. The Interim Receiver was contacted directly by Stan Kirshenblatt who sold this same boat to the Companies in August of 2014 and advises that the Companies still owe him approximately \$122,000 of the approximate \$492,000 total sale price and there is still a PPSA registration against the boat. Mr. Kirshenblatt appears on the NOI listing of creditors as MP Accounting Services for \$122,887.50. Mr. Crate advises that Benn-jay Spiegel bought this boat from the Companies in August of 2014. Mr. Spiegel advises the Interim Receiver that he paid the Companies in full for the boat, and moved it to Belleville and used it in the remainder Summer of 2014.

43. The foregoing issues and allegations, if accurately described, merit review. In the instance where the Interim Receiver has raised these issues with Steven Crate and senior management of the Companies, there has been no response (except as described above involving Greg and Ryan Crate). The Interim Receiver has not otherwise done any review to probe the accuracy of these accounts as noted above.

44. To the extent that the potential claimants noted above are owed money, only Messrs. Bittle, Morra, Bedard and MP Accounting Services (for Mr. Kirshenblatt) appear on the Companies' creditor listings in the NOI. The other individuals noted do not.

45. The Interim Receiver accordingly has concerns that there may be creditors and other stakeholders (such as purchasers of encumbered boats) who have not had notice of the restructuring issues in relation to the Companies and may therefore not be in a position to take any steps to protect their interests.

Disbursement by the Companies to legal counsel

46. As noted in paragraph 14(c), above, the Interim Receiver has asked for information regarding a further disbursement to Dickinson Wright LLP as counsel for the Companies for which the Interim Receiver's approval had been sought. The information requested by the Interim Receiver is outstanding, despite follow-up.

47. No notice of an intent to refuse to answer the Interim Receiver's requests was provided, nor that this disbursement would be made without the Interim Receiver's approval.

48. On November 28, 2014 the Interim Receiver learned from bank account statements provided by the controller for the Companies that the Companies executed a wire transfer of CAD \$30,000 to Dickinson Wright LLP. This was without authorization from the Interim Receiver and was contrary to the controls previously established (and respected for all other transactions to the knowledge of the Interim Receiver).

D) CONCLUSION

49. The Interim Receiver will request at the hearing on December 1, 2014 that this First Report, and the activities of the Interim Receiver and its counsel as described in the First Report, be approved.

All of which is respectfully submitted this 30th day of November, 2014

**A. FARBER & PARTNERS INC.
COURT-APPOINTED INTERIM RECEIVER OF CRATE MARINE SALES LIMITED,
F.S. CRATE & SONS LIMITED, 1330732 ONTARIO LIMITED, 1328559 ONTARIO
LIMITED and 1282648 ONTARIO LIMITED**



Per: Stuart Mitchell
Senior Vice President

TAB D

Court File Number: ~~31-1932502~~ 31-1932502

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Crate Marine Sales, Limited

Plaintiff(s)

AND

Defendant(s)

Case Management Yes No by Judge: _____

Counsel	Telephone No:	Facsimile No:

- Order Direction for Registrar (No formal order need be taken out)
 Above action transferred to the Commercial List at Toronto (No formal order need be taken out)
 Adjourned to: _____
 Time Table approved (as follows):

In this matter, the principal creditors made demand on November 4, 2014. The Debtor served a notice of intention to make a proposal on December 14, 2014. On Friday afternoon, November 21, 2014, I heard an urgent application to appoint a receiver. The Debtor's counsel were away. They had to find a standby, who essentially requested an adjournment

Dec. 1, 2014

Date

[Signature]

Judge's Signature

Additional Pages _____

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsement Continued

The original request for an adjournment ~~was~~ for a week. Mr. Chariton was not available and asked that the matter be returned ~~to~~ today.

Now the Debtors seek to Dec 10/14 at which time they propose to move to DIP financing, ~~to~~ which would be secured by a super priority.

I cannot imagine approving that kind of financing in the absence of a concrete proposal which holds out some hope, at least of separation from the creditors.

The interim court appointed receiver has indicated that it would like to pursue certain avenues for more information. There is an allegation of erosion of the Creditor's equity, but, apart from fees, there is

2014

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

no evidence of ongoing shortfalls.
I would like to see ~~of~~ more
information from the Court-appointed
receiver on the question of whether
there is, in fact, an ongoing material
erosion.

At the end of the day, if the
Debtor had asked for an adjournment
to December 9 or November 21, 2014,
I would have been inclined to
grant it, absent clear evidence
of prejudice.

I am mindful of the Court's power
to cut the process short as I am
being asked to do by the Creditors
here.

I am also mindful of the lack of

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

This part, of any, hint of a proposal.

However, I do not see evidence of material prejudice in allowing the Debtors until December 9, 2014 to try to persuade the Creditors that they might be better off under a proposed scenario. I say this because the interim receiver will remain in place, as will the proposed trustee.

The fact that the principal creditors say they will never agree to anything is not dispositive.

Many creditors have changed their minds since the Debtors are given a chance.

However, while that may be

Court File Number. _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

In this case, I do not think the
circumstances require that I accede
to Mr. Chinton's request on behalf
of the Creditors today.

The matter is further adjourned to
December 9, 2014 before me. At that
time, the Debtor will be expected to
put all its cards on the table
or to use language from another
circumstance, if just fast forward.

If the Debtor felt that Mr. Chinton
is at liberty to renew his request.

~~On~~ In the meantime, order to give
approving the interim receiver's first
report.

I will be forward to the Receiver
additional insight into the issue

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

noted above ~~and~~ any other injunctive receiver has between now and December 9, 2014.

Any issues relating to costs are reserved to December 9, 2014.

Service may continue to be made by email as well as delivery of additional materials to me.

I order that the interim receiver's powers under my order of November 21, 2014 shall continue and be expanded to include investigation and review of Reformed affairs of the Debtors ^{more generally}. I ^{would} expect the interim receiver's ^{emphasis} ~~will~~ will be a matter that will assist the Court in the determinations it is likely to have to make on December 9, 2014.

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsement Continued

The issue of ~~privilege~~ privilege shall be dealt with as follows.

The interim receiver shall begin full access to the hard and electronic copies of the Debtor documents.

As an officer of the court, the interim receiver shall be alert to any privileged documents. If it finds any, it shall identify them and stop taking them. In any event

the interim receiver shall make no disclosure or use of identified

privileged documents without the consent of the Debtor or further order of the Court. The interim receiver shall

in no event, be disqualified from continuing to act merely by having seen and identified privileged documents in accordance with this endorsement.

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

The debtors have indicated they have no intention to sell more boats. This written. In the circumstances, there shall be an order that no boats shall be sold without 14 days prior notice to the interim receiver.

Boat slip revenues received for boat slip rental in 2015 shall be reserved for 2015 boat slip services.

On other words, these funds shall not be available to the Debtors for personal revenue ~~is by~~ pending December 9, 2014, return.

Timetable

for the interim receiver

before December 9, 2014

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

The Debtor's material shall be filed by noon on December 5, 2014.

The Creditors may file additional ~~respondent~~ material ^{by noon} Monday December 8, 2014.

The confidential appraisal shall remain ~~is~~ confidential and unopened until Dec. 9, 2014.

The issue of who gets to see them will be revisited Dec. 9 depending on what use, if any, is intended to be made of them.

The amount sought for fees to get to Dec 9 shall be provided ~~to~~. If there is a problem about this it shall be addressed by conference call tomorrow at 9:30.

Court File Number: 31-1932502

Superior Court of Justice 31-1932534
Commercial List 31-1932548

FILE/DIRECTION/ORDER 31-1932557
31-1932540
31-1932553
31-1932551

Re Cash Macaw Sales Ltd et al Plaintiff(s)

AND

Defendant(s)

Case Management Yes No by Judge: _____

Counsel	Telephone No:	Facsimile No:

- Order Direction for Registrar (No formal order need be taken out)
- Above action transferred to the Commercial List at Toronto (No formal order need be taken out)
- Adjourned to: _____
- Time Table approved (as follows):

March 8, 2014

On motion by counsel for is to terminate the NOJ proceedings and to appoint a receiver under its securities.

Certain of the debtors move to approve interim DIP facilities of \$200,000 with a priority charge, ~~and~~ to ~~revoke~~ amend the NOJ's of two of the debtors 75 Hides and Cash Hides, and to refer ~~to~~ Section 50.4(11) of the BIA

_____ Date

_____ Judge's Signature

Additional Pages 1576

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

the stay of proceedings to January 26, 2015.

Section 50.4(9) of the BIA permits an extension of a stay if the court is satisfied that (a) the insolvent person has acted in good faith and due diligence;

(b) the insolvent person would likely be able to make a viable proposal if the extension being applied for were granted; and

(c) no creditors would be materially prejudiced by the extension.

Section 50.4(11) of the BIA permits a stay to be terminated if the court is satisfied that the concurrence of (a), (b) & (c) in section 50.4(9) is the case.

I am satisfied that the NO1 proceedings should be terminated. The motion brought today by the debtors is audacious but honestly misconceived.

The debtors have not been acting in good faith. As disclosed in the second report of

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

The interim receiver, Gede Mairno has used
cleared in excess of available cash, it has
not paid out filing some deductions and
it has made disbursements without prior approval
of the proposed Trustee and the interim receiver,
contrary to the protocol established by the interim
receiver. The debtors have not attempted to
explain why this occurred.

The debtors are not likely to be able to make
a viable proposal. They recently disclosed
to Grantnot personnel that they have suffered
large losses since 2010, have not filed
proper tax returns & have lied to the tax
authorities by filing false returns. They
now say that they realize that one of
the Gede family shared secreted in running
the business and that a new operator should
be found. Raising money in their circumstances
seems hopeless in any reasonable
~~time~~ reasonable time.

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

Cawmet and Powell hold 1st, 2nd + 3rd mortgage securities on the lands used by the Cape Marine business. ~~They~~ Cawmet has made it clear that it is not prepared to support any proposal of the debtors and Powell supports Cawmet. ~~As in~~ In some circumstances, assertions of non-support for a future proposal or arrangement are taken with a grain of salt as negotiating positions. In light of the evidence disclosed, I do not so take the positions of Cawmet and Powell. They have legitimate reasons to want to see the properties now taken care of under the auspices of a receiver.

~~As proposed trustee~~. Without the support of Cawmet and Powell, any proposal would bind them and they would be free to deal with their securities.

The proposal table has acknowledged in its third report that if Cawmet and Powell

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsement Continued

maintain their positions, the contemplated proposal in the affair of M. Gato is unlikely to succeed.

Splitting the Kasich Marine property and having the debtors retain the part of the Marine with the largest number of boat slips + other common facilities would clearly diminish Gato's security. The notion that the debtors could operate any marine business is fanciful and would be to the detriment of all stakeholders, including employees. The Kasich Marine business should be maintained as a whole.

The tasks for appointing a receiver are well settled. See Bank of Montreal v. Carnival Leasing Ltd, 2011, 74 C.B.R. (5th) 300. Gato is not entitled to the appointment of a receiver as requested.

Mr. Wetmore raises an issue on behalf of 2124915 Oatman Inc. re the Laguna City Marine and ~~the~~ takes the position that it should be carved out of the properties under receivership.

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

I think the receiver, Counsel and the #1 co should have a little time to consider this and perhaps some agreement can be reached. If not, the matter may be brought back on.

Mr. Prophet as trustee of Upland's Creditable Foundation and fourth investment had opposed the receiver's charge to ranking prior to his clients' 1 million first mortgage. I think a discussion with the receiver and Counsel should also take place in this regard if agreement cannot be reached, the matter may be brought back on.

The notices of intention to file proposals of the seven debtors are furnished. A. Fisher & Partners Inc is appointed receiver of the assets of the seven debtors without securities and is appointed trustee in bankruptcy of the seven debtors.

2/20/87

T A B L E

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

Court File No. 31-1932502

BETWEEN:

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

Court File No. 31-1932534

BETWEEN:

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

Court File No. 31-1932548

BETWEEN:

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

Court File No. 31-1932557

BETWEEN:

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

Court File No. 31-1932540

BETWEEN:

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 1282648
ONTARIO LTD.**

SECOND REPORT OF THE INTERIM RECEIVER

DECEMBER 3, 2014

TABLE OF CONTENTS

INTRODUCTION	- 1 -
PURPOSE OF THIS REPORT.....	- 2 -
LIMITATION OF REVIEW	- 2 -
A) FACTS AND MATTERS RECENTLY DISCOVERED BY THE INTERIM RECEIVER.....	- 3 -
B) CONCLUSION.....	- 7 -

LIST OF APPENDICES

- “A” Appointment Order dated November 21, 2014 of the Honourable Mr. Justice Penny
- “B” Endorsement of the Honourable Mr. Justice Penny dated November 21, 2014
- “C” Endorsement of the Honourable Mr. Justice Penny dated December 1, 2014
- “D” List of disbursements made by the Companies on November 28, 2014
- “E” E-mails between the Interim Receiver and the Proposal Trustee regarding disbursements made on November 28, 2014
- “F” E-mails between counsel for the Interim Receiver and for the Companies regarding funding for disbursements
- “G” Companies’ report on 2015 boat slip rental income for the Keswick facility that has been received

Court File #31-1932502
31-1932534
31-1932548
31-1932557
31-1932540

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

**CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED
1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED AND 1282648 ONTARIO
LIMITED**

SECOND REPORT OF THE INTERIM RECEIVER

December 3, 2014

A. Farber & Partners Inc., in its capacity as the Court-Appointed Interim Receiver (the “**Interim Receiver**”) of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1323559 Ontario Limited and 1282648 Ontario Limited (collectively the “**Companies**”) hereby reports to the Court as follows:

INTRODUCTION

1. On November 14, 2014, the Companies each filed a Notice of Intention to Make a Proposal (the “**NOI's**”) pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), and named Dodick Landau Inc. as proposal trustee (“**Proposal Trustee**”).
2. On November 20, 2014, the currently-known largest secured creditor, Crawmet Corp. (“**Crawmet**”) filed motion material for a November 21, 2014 hearing seeking to (i) have the NOI's immediately terminated; (ii) appoint the Interim Receiver as a receiver over the properties, assets and undertakings of the Companies and (iii) to substitute the Interim Receiver to become the bankruptcy trustee of the Companies. At the November 21, 2014 hearing, this motion was adjourned to December 1, 2014.

3. At the November 21, 2014 hearing, the Interim Receiver was appointed Interim Receiver pursuant to section 47.1 of the *Bankruptcy and Insolvency Act* (the “**BIA**”) of the Companies to preserve and protect the assets, undertakings and properties of the Companies acquired for, or used in relation to the business carried on by the Companies, including all proceeds thereof (the “**Property**”) pursuant to the November 21, 2014 Order of the Honourable Mr. Justice Penny (the “**Appointment Order**”). A copy of the Appointment Order is attached at **Appendix “A**”. A copy of the endorsement dated November 21, 2014 is attached at **Appendix “B**”.

4. At the December 1, 2014 hearing, the powers of the Interim Receiver were expanded and the Court made certain directions regarding the business and financial affairs of the Companies pending the next hearing on December 9, 2014. A copy of the endorsement of Mr. Justice Penny of that date, along with an unofficial typed transcription prepared by counsel for the Interim Receiver, is attached at **Appendix “C**”.

PURPOSE OF THIS REPORT

5. This is the second report of the Interim Receiver (the “**Second Report**”). Its purpose is to report to the Court and the stakeholders of the Companies regarding certain facts and matters recently discovered by the Interim Receiver, which the Interim Receiver believes are of an urgent and material nature such that they require immediate disclosure in advance of the scheduled hearing on December 9, 2014.

LIMITATION OF REVIEW

6. The Interim Receiver has relied upon the financial records and information provided by the Companies, as well as other information supplied by management, appraisers, accountants, auditors and advisors, and has not independently reviewed or verified such information. The Interim Receiver has prepared this Second Report for the sole use of the Court and of the other stakeholders in these proceedings.

A) FACTS AND MATTERS RECENTLY DISCOVERED BY THE INTERIM RECEIVER

Disbursements by the Companies on November 28, 2014

7. The Interim Receiver called the Companies on the afternoon of November 28, 2014 enquiring if any cheques needed approval as the Interim Receiver understood that a payroll was expected to be released. The Interim Receiver was advised that payroll cheques had been approved by the Proposal Trustee and were already released. The Interim Receiver was advised that its pre-approval was inadvertently missed and that a list of cheques released on November 28, 2014 would be emailed to the Interim Receiver.

8. The list of cheques released on November 28 was only provided after 4:00pm on December 1, 2014 after follow up requests made by the Interim Receiver. The Interim Receiver has not been provided with any explanation for the delay in providing that information. The information provided revealed that the Companies had issued many payments on November 28, 2014. A listing of the payments made is attached as **Appendix "D"**.

9. The disbursements made in Appendix "D" were not approved by the Interim Receiver. This departed from the procedures established since the appointment of the Interim Receiver pursuant to which all other disbursements that the Companies had wished to make had been presented to the Interim Receiver for approval and, where approval had not been granted, the disbursements in question had not been made (confirmed by subsequent review of the banking activity as described in the First Report). An exception to this procedure was the disbursement to Dickinson Wright LLP made on November 27, 2014 and described in more detail in the First Report.

10. The Interim Receiver has also not been provided with information from the Companies about the degree to which, if any, the payments made on November 28 were in respect of "ordinary living expenses" within the meaning of paragraph 7 of the November 21, 2014 Order (attached as Appendix "A").

11. The Interim Receiver inquired of the Proposal Trustee, and was advised that the Proposal Trustee had also not approved the disbursements made in Appendix "D". A copy of the communications with the Proposal Trustee in that regard is attached as Appendix "E".

Banking Issues Relevant to the Disbursements by the Companies on November 28, 2014

12. The Interim Receiver's review of the funds available in the Companies' bank accounts as compared to the total of the disbursements made on November 28, 2014 and also the cheques previously written but which have not yet cleared the Companies' banks suggests that the Companies have written cheques in a greater amount than the funds on hand. The amount by which the Companies are short for honouring all cheques written was approximately \$60,000 on November 28, 2014, comprised as follows:

- Balance in BMO operating account	\$111,000
<u>- Balance in other bank accounts</u>	<u>\$27,000</u>
Less:	
- November 21 cheques not yet cleared	\$33,000
- November 25 cheque requests approved but not yet cleared	\$40,000
<u>- November 28 cheques released (w/o approval)</u>	<u>\$125,000</u>
<u>Shortfall</u>	<u>\$60,000</u>

13. The Interim Receiver understands that not all the cheques that have been written have been released and that the Companies were expecting additional receipts in December. The accounting employees of the Companies have acknowledged the shortfall, but the management of the Companies have not, to date, provided details about how this shortfall in funds for cheques already written will be addressed.

14. Inquiries by the Interim Receiver's counsel to counsel for the Companies have not resulted in a substantive answer. The e-mail exchange on that is attached as Appendix "F", but no further information or advice has been received from counsel for the Companies either.

15. The funds available for payment of disbursements that the Companies have made, or need to make, is further complicated by the extent of 2015 boat slip rental income that has already been received by the Companies. The Interim Receiver has been advised that \$642,251.03 of 2015 slip rental fees for the Keswick facility have already been received, and a copy of the Companies' report on that is attached as **Appendix "G"**. The Companies are presently unable to advise of the amounts of 2015 slip rental income that has been received for the Lagoon City or Willow facilities. The extent to which any of this \$642,251.03 relates to payments received post-NOI on November 14, 2014 is not yet known and is under review by the Interim Receiver.

16. Deposits (net of returned items) to the Companies' accounts for December 1 and 2 appear to be approximately \$21,000. The Companies have stated that none of these deposits relate to 2015 slip rentals that would not be available for current operations pursuant to the December 1 Endorsement in Appendix "C".

Non-payment of CRA source deductions on payroll

17. The Interim Receiver has also learned late in the day on December 2, 2014 that the Companies have not made two source deduction payments during the NOI period in respect of payroll issued to employees.

18. The Interim Receiver has been advised by the Companies' accounting and controller employees that payroll source deductions are due the week following payments to employees. The Companies have made payments to employees on November 14, 2014 and on November 28, 2014 (some of the disbursements in Appendix "D" were for payroll) for which the applicable source deductions have not been provided for or remitted.

19. The Interim Receiver authorized a disbursement requested by the Companies on November 25, 2014 for payroll source deductions in the amount of \$39,320.07. This amount was comprised of conventional source deduction obligations of \$35,948.79 plus a further amount of \$3,371.28 for Family Responsibility Office garnishments against funds payable to employees. The Interim Receiver has not seen any records to indicate that this payment has in fact been made and this amount has not been presented to the banks for payment.

20. In addition, the Companies estimate that a further \$33,818.88 of source deductions will be due this week relating to the payroll released on November 28, 2014; accordingly, based on advice from the Companies' accounting employees, the total post-NOI the outstanding source deduction payments that have arisen after November 14, 2014 are approximately \$69,767.

21. In addition to the \$60,000 shortfall (described at paragraph 12 above) to cover the cheques already written (one of which is the \$39,320.07 for payroll source deductions noted at paragraph 19, above), the Interim Receiver therefore believes that the Companies must also pay a further \$33,818.88 of priority source deduction obligations to CRA and there are also no funds at this time to cover those required payments. The same response from the Companies noted in paragraph 13, above, (about whether and if so how the shortfall in funds for cheques already written is to be made up) applies to these unpaid source deductions, and in particular the accounting employees have indicated a desire to pay the source deduction obligations today but acknowledge a lack of funds to do so. As a result the Interim Receiver is unable to conclude that the Companies will be in a position to comply with these obligations before December 9, 2014.

22. The Interim Receiver believes that the non-payment of source deduction obligations post-NOI terminates the stay against CRA in respect of all source deduction arrears, including pre-NOI arrears (which are approximately \$220,000 for the Ontario payrolls of the Companies according to the notes to the cash flows prepared by the Proposal Trustee) pursuant to subsection 69(3) of the *Bankruptcy and Insolvency Act*. CRA is therefore entitled to exercise all collection powers available to it.

23. As a result of the circumstances described above:

- a) it is unclear how the Companies will be able to fund the payment of necessary expenses for the period ending December 9, 2014; and
- b) there is now a significant priority amount owed to CRA ranking ahead of the interests of existing creditors, which is a deterioration in position since the filing of the NOI.

B) CONCLUSION

24. The Interim Receiver accordingly reports on these matters to the Court and to the stakeholders of the Companies on an urgent basis for such discussion and direction as may be appropriate.

All of which is respectfully submitted this 3rd day of December, 2014.

**A. FARBER & PARTNERS INC.
COURT-APPOINTED INTERIM RECEIVER OF CRATE MARINE SALES LIMITED,
F.S. CRATE & SONS LIMITED, 1330732 ONTARIO LIMITED, 1328559 ONTARIO
LIMITED and 1282648 ONTARIO LIMITED**



Per: Stuart Mitchell
Senior Vice President

T A B F

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Court File No. 31-1932502

BETWEEN:

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

Court File No. 31-1932534

BETWEEN:

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

Court File No. 31-1932548

BETWEEN:

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

Court File No. 31-1932557

BETWEEN:

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

Court File No. 31-1932540

BETWEEN:

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

**SUPPLEMENTARY REPORT TO THE SECOND REPORT OF THE INTERIM RECEIVER
DECEMBER 4, 2014**

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
TORONTO, ON M5G 1V2

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

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

Lawyers for A. Farber & Partners Inc. in its capacity as the Court
appointed Interim Receiver of Crate Marine Sales Limited, F.S.
Crate & Sons Limited, 1330732 Ontario Limited, 1323559
Ontario Limited and 1282648 Ontario Limited

INDEX

INDEX

<u>Tab</u>	<u>Document</u>
1	Supplementary Report to the Second Report of the Interim Receiver
A	Interim Receiver's reconciliation of the inventory and accompanying book values

TAB 1

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

Court File No. 31-1932502

BETWEEN:

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

Court File No. 31-1932534

BETWEEN:

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

Court File No. 31-1932548

BETWEEN:

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

Court File No. 31-1932557

BETWEEN:

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

Court File No. 31-1932540

BETWEEN:

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 1282648
ONTARIO LTD.**

SUPPLEMENTARY REPORT TO THE SECOND REPORT OF THE INTERIM RECEIVER

DECEMBER 4, 2014

TABLE OF CONTENTS

PURPOSE OF THIS REPORT..... - 1 -

LIMITATION OF REVIEW - 2 -

A) NEW INFORMATION REGARDING THE ASSETS OF THE COMPANIES - 2 -

B) CONCLUSION..... - 5 -

LIST OF APPENDICES

“A” Interim Receiver’s reconciliation of the inventory and accompanying book values

Court File #31-1932502
31-1932534
31-1932548
31-1932557
31-1932540

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

**CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED
1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED AND 1282648 ONTARIO
LIMITED**

**SUPPLEMENTARY REPORT TO THE
SECOND REPORT OF THE INTERIM RECEIVER**

December 4, 2014

A. Farber & Partners Inc., in its capacity as the Court-Appointed Interim Receiver (the “**Interim Receiver**”) of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1323559 Ontario Limited and 1282648 Ontario Limited (collectively the “**Companies**”) hereby reports to the Court as follows:

PURPOSE OF THIS REPORT

1. All capitalized terms have the meaning given to them in the second report of the Interim Receiver dated December 3, 2014 (the “**Second Report**”).
2. This report is to supplement the Second Report which the Interim Receiver served and filed earlier today to the Court and the stakeholders of the Companies regarding certain facts and matters recently discovered by the Interim Receiver, which the Interim Receiver believed were of an urgent and material nature such that they required immediate disclosure in advance of the scheduled hearing on December 9, 2014.

3. The Interim Receiver understands that the Court has directed that a hearing take place at 10:00am on Thursday December 4, 2014 in connection with the issues raised by the Second Report and a request by Crawmet to renew its relief sought to, among other things, terminate the NOI proceedings of the Companies.

4. The Interim Receiver has therefore prepared this report to advise the Court and the stakeholders of the Companies about the information that the Interim Receiver has found to date (principally throughout the course of the business day on December 3, 2014) regarding the assets of the Companies.

LIMITATION OF REVIEW

5. The Interim Receiver has relied upon the financial records and information provided by the Companies, as well as other information supplied by management, appraisers, accountants, auditors and advisors, and has not independently reviewed or verified such information. The Interim Receiver has prepared this Second Report for the sole use of the Court and of the other stakeholders in these proceedings.

A) NEW INFORMATION REGARDING THE ASSETS OF THE COMPANIES

6. Although the Interim Receiver's review of the books and records of the Companies is ongoing, the following is the salient information that the Interim Receiver has been able to identify as a result of its review during the business day on December 3, 2014.

2015 boat slip revenue received in 2014

7. The Second Report advised that the Interim Receiver had been told by the Companies that \$642,251.03 of boat slip rental revenue that had been invoiced in 2014 for facilities and services to be provided in 2015 had already been received.

8. The Interim Receiver's review of the records of the Companies indicates that only \$55,482.37 of that amount was received post-NOI (November 14, 2014).

9. The Companies did not segregate any of the 2015 boat slip revenue received in 2014 prior to the December 1, 2014 Court Endorsement, although it was separately accounted for in the books and records of the Companies. The Interim Receiver's understanding is that all of the \$642,251.03 of 2015 boat slip revenue has been used by the Companies for general purposes. As indicated in the Second Report, this amount is solely attributable to the Keswick facilities. The amount of 2015 boat slip revenue for the Lagoon City and Willow facilities is not known, but any such revenue received has not been segregated either and has also been used for general purposes.

Inventory

10. The Interim Receiver has been unable to perform a physical inspection of the boat inventory in the possession of the Companies for the reasons set out in the First Report (pertaining to the shrink-wrapping of most boats such that review without removal is not possible, and removal would require uneconomical re-wrapping).

11. The Interim Receiver has also been unable to check or test the values given on the books and records of the Companies to the boats held in inventory.

12. The Interim Receiver, has, however, been able to check the presence of the items listed in the Companies' records, in reliance on the information provided by the employees of the Companies about which items on the records are in the possession of the Companies.

13. This review has indicated to the Receiver that there are items listed in the inventory that are not present, which therefore means that the book value of the inventory (before any reductions for fair market or realizable value) must be adjusted downwards.

14. The books and records of the Companies state that inventory in the amount of \$3,742,698.71 is held. The Interim Receiver's review indicates that \$1,600,182.98 of that inventory is not in the possession of the Companies. The reconciliation of the inventory and accompanying book values is set out on the spreadsheet prepared by the Interim Receiver attached as **Appendix "A"**.

15. The Interim Receiver's reconciled value of the inventory held by the Companies is \$2,142,515.73 at book value.

Accounts Receivable

16. The Interim Receiver's review of accounts receivable has been complicated by the fact that the Companies' listings contain both accounts payable by customers, and also credits payable to customers. The Companies' records have also not been reconciled against each other or closed out on a monthly basis.

17. The Interim Receiver did receive a further set of data from the Companies in the evening of December 3, 2014 that does permit some analysis.

18. Based on those records, the Companies' net total of accounts receivable is approximately \$889,000.

19. The Companies records appear, however, to understate the accounts receivable by the inclusion of what are really credits owing to customers, which amount to approximately \$1,374,000. If those credits are removed, the total of accounts receivable is approximately \$2,263,000.

20. In order to get an understanding of the possible collectability of the accounts receivable, the Interim Receiver analysed the data presented by the Companies, which is set out in the chart below.

Total	30 days	60 days	90 days	90 + days
\$ 2,263,194.44	\$ 65,199.23	\$ 324,496.50	\$ 186,256.02	\$ 1,687,242.69
% Collectable	100%	80%	50%	10%
\$ 586,648.71	\$ 65,199.23	\$ 259,597.20	\$ 93,128.01	\$ 168,724.27

21. The Interim Receiver also assumed a declining collectible value based on the age of the accounts receivable, as indicated in the bottom of the above chart. The result of that analysis suggests that the true value of the accounts receivable may be closer to approximately \$586,000.

B) CONCLUSION

22. The Interim Receiver's review to date suggests that the value of inventory on the Companies' books and records may be overstated by approximately \$1,600,000, that the accounts receivable contain liabilities (credits) owing to customers of \$1,374,000, and the actual collectible value of the "true" accounts receivable may be overstated on the Companies' records by approximately \$303,000.

All of which is respectfully submitted this 4th day of December, 2014.

**A. FARBER & PARTNERS INC.
COURT-APPOINTED INTERIM RECEIVER OF CRATE MARINE SALES LIMITED,
F.S. CRATE & SONS LIMITED, 1330732 ONTARIO LIMITED, 1328559 ONTARIO
LIMITED and 1282648 ONTARIO LIMITED**



Per: Stuart Mitchell
Senior Vice President

TAB G

Court File Number: 31-1932502

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Re C/SAFE MARINE SALES LTD
Plaintiff(s)

AND

Defendant(s)

Case Management Yes No by Judge: _____

Counsel	Telephone No:	Facsimile No:

- Order Direction for Registrar (No formal order need be taken out)
- Above action transferred to the Commercial List at Toronto (No formal order need be taken out)
- Adjourned to: _____
- Time Table approved (as follows):

December 4/14
The motion by Cannon Corp is assigned to be heard
by me on Monday, December 8/14. In the meantime
the interim receiver is to notify all banks
holding accounts of C/SAFE Marine Sales Limited
that no ^{disbursements} ~~payments~~ are to be ^{made} ~~made~~ without the ^{written} ~~written~~ consent
of the interim receiver.
The Court requests me to deliver and file
any material they wish by 12 pm. tomorrow.

Date

[Signature]
Judge's Signature

Additional Pages _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Court File No. 31-1932502

B E T W E E N:

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

Court File No. 31-1932534

B E T W E E N:

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

Court File No. 31-1932548

B E T W E E N:

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

Court File No. 31-1932557

B E T W E E N:

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

Court File No. 31-1932540

B E T W E E N:

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

ENDORSEMENT OF MR. JUSTICE NEWBOULD DATED DECEMBER 4, 2014
(Unofficial typed transcription)

The motion by Crawmet Corp. is adjourned to be heard by me on Monday December 8, 2014. In the meantime the interim receiver is to notify all banks holding accounts of Crate Marine Sales Limited that no disbursements are to be made without the prior consent in writing of the interim receiver.

The Crate respondents are to deliver and file any material they wish by 12 p.m. tomorrow.

(Original handwritten endorsement signed by F. Newbould, J.)

TAB H

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

Court File No. 31-1932502

B E T W E E N:

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

Court File No. 31-1932534

B E T W E E N:

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

Court File No. 31-1932548

B E T W E E N:

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

Court File No. 31-1932557

B E T W E E N:

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

Court File No. 31-1932540

B E T W E E N:

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 1282648
ONTARIO LTD.**

THIRD REPORT OF THE INTERIM RECEIVER

DECEMBER 7, 2014

TABLE OF CONTENTS

INTRODUCTION	1
PURPOSE OF THIS REPORT.....	3
LIMITATION OF REVIEW	3
A) DISENGAGEMENT OF MANAGEMENT OF THE COMPANIES.....	3
B) LACK OF MAINTENANCE OF TWO LOCATIONS.....	4
C) YACHT BEING HELD IN PICKERING.....	5
D) FURTHER REPORTS FROM CUSTOMERS OF THE COMPANIES REGARDING BOAT SALES	6
E) CONCLUSION	8

LIST OF APPENDICES

- “A” Appointment Order dated November 21, 2014 of the Honourable Mr. Justice Penny
- “B” Endorsement of the Honourable Mr. Justice Penny dated November 21, 2014
- “C” Endorsement of the Honourable Mr. Justice Penny dated December 1, 2014 (handwritten and typed version)
- “D” Endorsement of the Honourable Mr. Justice Newbould dated December 4, 2014 (handwritten and typed version)
- “E” E-mail from Slava Levin
- “F” Bank drafts paid by Bill Labanovich
- “G” Companies’ accounting system records re: Labanovich transaction

Court File #31-1932502
31-1932534
31-1932548
31-1932557
31-1932540

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

**CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED
1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED AND 1282648 ONTARIO
LIMITED**

THIRD REPORT OF THE INTERIM RECEIVER

December 7, 2014

A. Farber & Partners Inc., in its capacity as the Court-Appointed Interim Receiver (the “**Interim Receiver**”) of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1323559 Ontario Limited and 1282648 Ontario Limited (collectively the “**Companies**”) hereby reports to the Court as follows:

INTRODUCTION

1. On November 14, 2014, the Companies each filed a Notice of Intention to Make a Proposal (the “**NOI’s**”) pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), and named Dodick Landau Inc. as proposal trustee (“**Proposal Trustee**”).
2. On November 20, 2014, the currently-known largest secured creditor, Crawmet Corp. (“**Crawmet**”) filed motion material for a November 21, 2014 hearing seeking to (i) have the NOI’s immediately terminated; (ii) appoint the Interim Receiver as a receiver over the properties, assets and undertakings of the Companies and (iii) to substitute the Interim Receiver to become the bankruptcy trustee of the Companies (the “**Crawmet Motion**”). At the November 21, 2014 hearing, this motion was adjourned to December 1, 2014.

3. At the November 21, 2014 hearing, the Interim Receiver was appointed Interim Receiver pursuant to section 47.1 of the *Bankruptcy and Insolvency Act* (the “**BIA**”) of the Companies to preserve and protect the assets, undertakings and properties of the Companies acquired for, or used in relation to the business carried on by the Companies, including all proceeds thereof (the “**Property**”) pursuant to the November 21, 2014 Order of the Honourable Mr. Justice Penny (the “**Appointment Order**”). A copy of the Appointment Order is attached at **Appendix “A”**. A copy of the endorsement dated November 21, 2014 is attached at **Appendix “B”**.

4. At the December 1, 2014 hearing, the powers of the Interim Receiver were expanded and the Court made certain directions regarding the business and financial affairs of the Companies pending the next hearing on December 9, 2014. The Crawmet Motion was also adjourned to that date. A copy of the endorsement of Mr. Justice Penny of that date, along with an unofficial typed transcription prepared by counsel for the Interim Receiver, is attached at **Appendix “C”**.

5. The Interim Receiver served and filed its Second Report and Supplementary Report to the Second Report on December 3 and 4, respectively, regarding certain facts and matters that had been recently discovered by the Interim Receiver, and which the Interim Receiver believed were of an urgent and material nature such that they required immediate disclosure in advance of the scheduled hearing on December 9, 2014. The Proposal Trustee also served and filed its Second Report on similar issues, which it reported constituted material adverse changes.

6. A hearing was held at the request of Crawmet on December 4, 2014 to renew the Crawmet Motion. The Honourable Justice Newbould directed the Interim Receiver to notify all banks holding accounts of Crate Marine Sales Ltd. that no disbursements were to be made without the prior written authorization of the Interim Receiver and further directed that the hearing that had been previously scheduled for December 9 instead proceed on December 8, 2014 before His Honour. A copy of the endorsement of Mr. Justice Newbould of that date, along with an unofficial typed transcription prepared by counsel for the Interim Receiver, is attached at **Appendix “D”**.

PURPOSE OF THIS REPORT

7. This is the third report of the Interim Receiver (the “**Third Report**”). Its purpose is to report to the Court and the stakeholders of the Companies regarding certain facts and matters that have come to the attention of the Interim Receiver since the Second Report and Supplementary Report to the Second Report.

LIMITATION OF REVIEW

8. The Interim Receiver has relied upon the financial records and information provided by the Companies, as well as other information supplied by management, appraisers, accountants, auditors and advisors, and has not independently reviewed or verified such information. The Interim Receiver has prepared this Third Report for the sole use of the Court and of the other stakeholders in these proceedings.

A) DISENGAGEMENT OF MANAGEMENT OF THE COMPANIES

9. Following the December 4, 2014 hearing before Mr. Justice Newbould, the Interim Receiver continued its mandate to preserve and protect the Property and to review salient issues for further report to the Court. In particular, on the afternoon of December 4, 2014 the Interim Receiver provided the notifications to the Companies’ banks directed to be given by Mr. Justice Newbould. Such notifications were provided by telephone followed by e-mails and letters sent via e-mail.

10. After that hearing, however, the employees of the Companies appear to have been left without direction of senior management, and in particular by Steven Crate. The employees reported in several instances to the Interim Receiver that Mr. Crate had advised that he was “giving up”, or words to that effect. Steven Crate left the Keswick facility at 9:30am on Friday December 5 and did not return. Lynn Marko and Greg Crate have not been at the facility for several days before that.

11. The Interim Receiver itself has encountered significant difficulty in getting Mr. Crate to respond to inquiries about the Companies, including direction for cheques and payments

that the Companies wanted the Interim Receiver to approve and straightforward operational issues such as whether the Companies intend to operate on the weekend of December 6 (such that the Interim Receiver would open and close the premises as described in the First Report).

12. The Interim Receiver has observed that the controller has successfully been able to contact Steven Crate by phone during the periods where he has not responded to the Interim Receiver. She was able to call him and have him discuss with the Interim Receiver a Ford vehicle that had been transferred from the Companies to his wife shortly before or after the NOI filings (the details of which are still under review by the Interim Receiver).

13. The Interim Receiver raised the issue of lack of response from Steven Crate with counsel for the Companies, who stated that Mr. Crate would do so after finishing with motion materials in process, but that did not happen. Mr. Crate has not responded to e-mails or calls from the Interim Receiver after leaving the Keswick facility at 9:30am on Friday December 5, 2014, aside from the one instance when the controller got him on the phone for the Interim Receiver noted above.

14. The Interim Receiver has concerns that the going concern nature of the business and undertakings of the Companies may be in jeopardy as a result of the lack of response and supervision of management.

B) LACK OF MAINTENANCE OF TWO LOCATIONS

15. The Interim Receiver has been advised by its agents, and also by the landlord of the Lagoon City facility, that the propane tanks used for heating at the Lagoon City and Quebec locations are running low such that heat may cease at those locations over the weekend of December 6, 2014.

16. The landlord of the Lagoon City facility has, through its counsel, in particular raised concerns of damage to the building and contents if the temperature drops below freezing, for example by pipes bursting.

17. The Interim Receiver has attempted to raise these issues with management for the Companies, without response.

18. The Interim Receiver has in particular raised the issue of ongoing heating at the Lagoon City facility with Steven and Greg Crate, who the landlord of that facility asserts are the tenant (and who appear to have acknowledged that in letters contained in the landlord's affidavit material, but have otherwise not commented on that allegation in the affidavits of Steven Crate), also without success.

19. The Interim Receiver is accordingly taking steps to ensure that the propane at these locations is kept in adequate supply to ensure that heat stays on until the next hearing on December 8, 2014.

C) YACHT BEING HELD IN PICKERING

20. In the First Report, the Interim Receiver advised the Court regarding a 50' yacht that was on the Companies' inventory list with a book value of \$1,178,665, and that was removed from the Keswick facility on the morning of the NOI filing. This yacht was provided to the Companies by Marquis Yachts, and Northpoint Commercial Finance appears to have provided financing of \$1,014,445 for this yacht as recorded on the Companies' balance sheet as at November 22, 2014.

21. The First Report also advised that the yacht was in the process of being transported to Florida, which Marquis/Northpoint advised was for purposes of (re)sale to a third party, but at the request of the Interim Receiver the trucking company has held the yacht at its yard in Pickering while discussions took place between the Interim Receiver and counsel for Marquis and Northpoint Commercial Finance, Borden Ladner Gervais LLP ("BLG"), regarding the payment of proceeds of sale of the yacht to the Interim Receiver to be held pending agreement or adjudication as to entitlement to those proceeds.

22. In the course of its preservatory duties as mandated by the November 21, 2014 Order, the Interim Receiver is of the view that the yacht should not be released without adequate security for its value or projected sale proceeds.

23. The discussions between the Interim Receiver and BLG that had been ongoing at the time of the First Report have reached an impasse, as Marquis/Northpoint is only willing to provide an unsecured guarantee that the proceeds of the yacht will be paid after the yacht is taken across the border. The Interim Receiver is not prepared to allow removal of the yacht from the jurisdiction without some form of security for its value, which Marquis/Northpoint is not willing to provide.

D) FURTHER REPORTS FROM CUSTOMERS OF THE COMPANIES REGARDING BOAT SALES

24. In its First Report, the Interim Receiver advised of information that had been provided to it by customers of the Companies regarding transactions involving the Companies in the sale of boats on behalf of customers without remitting the proceeds to the boat owner, or sales of boats with financing encumbrances that have not been discharged and that now remain outstanding against the original boat owner (and possibly the boat).

25. The Interim Receiver has not been provided with any explanation by Steven Crate or management of the Companies regarding the information set out in the First Report, whether by affidavit or otherwise, including the boat sales discussed in the preceding paragraph. The Interim Receiver was provided with a small stack of documents by the controller for the Companies that are said to relate to the boat sales, but without explanation or elaboration. The Interim Receiver is reviewing those documents, but without an explanation of the underlying transactions the Interim Receiver has been unable to form a view as to what the documents mean as of the date of this Third Report.

26. Since the First Report, the Interim Receiver has been approached by two further customers of the Companies with further concerns, the details of which are as follows:

- a) Slava Levin sent an e-mail to the Interim Receiver to advise that he sold a

38' Searay boat through the Companies in August/September of 2011 for which the proceeds were converted into a loan. A further loan was made for \$172,500, which involved \$52,000 still outstanding from the first loan and was stated to be for the financing of Regal boats. Mr. Levin advises that \$219,125 is now outstanding despite an extended term and post-dated cheques having been given. It is not presently clear whether Mr. Levin asserts that the loan arrangements with Mr. Crate were entered into voluntarily or not. Mr. Levin's e-mail is attached as **Appendix "E"**. The Interim Receiver has reviewed the records of the Companies and the information found to-date suggests that the 38' Searay that Mr. Levin refers to may be the same boat that was later sold by the Companies on behalf of Rocco Morra and for which he is owed \$62,000 as advised by Greg Crate (as set out in more detail in paragraph 42(b) of the First Report).

- b) Bill Labanovich advised that he bought a boat in a transaction brokered by Companies (on behalf of a third party owner) in October, but was asked to provide payment of the \$145,000 purchase price through a \$103,000 bank draft payable to Crate Marine and a \$42,000 payment to "S. Crate". Copies of those bank drafts as received from Mr. Labanovich are attached as **Appendix "F"**. Mr. Labanovich also advises that he has not yet been provided with a bill of sale. The Companies have to date been unable to locate a copy of the sales contract, and the transaction was not recorded as paid for in the accounting system (see printout attached as **Appendix "G"**). Employees of the Companies advised that Steven Crate became involved in the transaction in addition to existing agents for the purchaser and vendor.

27. The Interim Receiver has not been able to complete an independent review of the Companies' records or with employees of the Companies regarding the advice it received as set out above. The Interim Receiver cannot accordingly verify the accuracy or lack thereof of the information that it has been provided.

E) CONCLUSION

28. The Interim Receiver will request at the hearing on December 8, 2014 that the Second Report, the Supplementary Report to the Second Report, and this Third Report, and the activities of the Interim Receiver and its counsel as described in those reports, be approved.

All of which is respectfully submitted this 7th day of December, 2014.

A. FARBER & PARTNERS INC.

**COURT-APPOINTED INTERIM RECEIVER OF CRATE MARINE SALES LIMITED,
F.S. CRATE & SONS LIMITED, 1330732 ONTARIO LIMITED, 1328559 ONTARIO
LIMITED and 1282648 ONTARIO LIMITED**

A handwritten signature in cursive script that reads "Stuart Mitchell". The signature is written in black ink and is positioned above a horizontal line.

Per: Stuart Mitchell
Senior Vice President

TAB I



ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.
JUSTICE NEWBOULD

)
)
)

MONDAY, THE 8TH DAY
OF DECEMBER, 2014

Court File No. 31-1932502

BETWEEN:

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

Court File No. 31-1932534

BETWEEN:

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

Court File No. 31-1932548

BETWEEN:

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

Court File No. 31-1932557

BETWEEN:

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

Court File No. 31-1932540

BETWEEN:

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
1282648 ONTARIO LTD.**

ORDER

(Terminating the Proposal Debtors' Proposal Proceedings and Appointing a Receiver)

THIS MOTION made by Crawmet Corp. ("**Crawmet**") for an Order:

1. validating the service and filing of the consolidated reply motion record, factum and brief of authorities of Crawmet be filed solely in court file number 31-1932502;
2. pursuant to section 50.4(11) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c.B-3 (the "**BIA**"), declaring that the period for filing a proposal by Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1282638 Ontario Ltd., 1328559 Ontario Limited and 1330732 Ontario Limited (collectively, the "**Debtors**") be terminated;
3. pursuant to section 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing A. Farber & Partners Inc. ("**Farber**") as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario; and
4. substituting Farber as bankruptcy trustee (the "**Trustee**") of the Debtors and 1382415 Ontario Ltd. and 1382416 Ontario Ltd. (together with the Debtors, the "**Proposal Debtors**").

ON READING the affidavit of Benn-Jay Spiegel sworn November 20, 2014, the supplementary affidavit of Benn-Jay Spiegel sworn November 30, 2014, the Report of Dodick Landau Inc., in its capacity as Proposal Trustee of the Debtors (the "**Proposal Trustee**"), the Affidavits of Steven Crate each sworn November 28, 2014, the First Report of Farber in its capacity as Interim Receiver of the Debtors (the "**Interim Receiver**"), the Second Report of the Interim Receiver, the Supplementary Report to the Second Report of the Interim Receiver, the Second Report of the Proposal Trustee, the Affidavit of Steven Crate sworn December 5, 2014, the Affidavit of Benn-Jay Spiegel sworn December 7, 2014 and the Third Report of the Interim Receiver, on hearing the submissions of counsel for Crawmet, counsel for the Debtors, counsel

for the Proposal Trustee, counsel for the Interim Receiver and such other counsel as are present, and on reading the consents of Farber to act as the Receiver and the Trustee,

FILING

1. **THIS COURT ORDERS** that the service and filing by Crawmet, the Proposal Trustee, the Interim Receiver and the Debtors of consolidated materials be hereby validated and directs that these materials be filed solely in Court File No. 31-1932502.

TERMINATION OF THE PROPOSAL PROCEEDINGS

2. **THIS COURT ORDERS AND DECLARES** that, pursuant to section 50.4(11) of the BIA, the period for filing a proposal by each of the Proposal Debtors in their respective proceedings be and hereby is terminated and that A. Farber & Partners Inc. be and hereby is substituted as the bankruptcy trustee of the Proposal Debtors.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, A. Farber & Partners Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Proposal Debtors acquired for, or used in relation to a business carried on by the Proposal Debtors, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the

relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Proposal Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Proposal Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Proposal Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Proposal Debtors and to exercise all remedies of the Proposal Debtors in collecting such monies, including, without limitation, to enforce any security held by the Proposal Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Proposal Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Proposal Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter

instituted with respect to the Proposal Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000 provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the

Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Proposal Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Proposal Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Proposal Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Proposal Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Proposal Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Proposal Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant

immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Proposal Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE PROPOSAL DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Proposal Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Proposal Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Proposal Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Proposal Debtors to carry on any business which the Proposal Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Proposal Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Proposal Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Proposal Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services,

centralized banking services, payroll services, insurance, transportation services, utility or other services to the Proposal Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Proposal Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Proposal Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Proposal Debtors shall remain the employees of the Proposal Debtors until such time as the Receiver, on the Proposal Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Proposal Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may

consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BLA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Protocol with the following URL '<<http://www.farberfinancial.com/insolvency-engagements/crate-marine-sales-limited-et-al>>'.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Proposal Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Proposal Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.


28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in black ink, appearing to read "D. J.", is written above a horizontal line.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number ___-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CRATE MARINE SALES LIMITED, ET. AL.

Court File No. 31-1932502

**ONTARIO
SUPERIOR COURT OF ONTARIO
IN BANKRUPTCY**

Proceedings commenced at TORONTO

ORDER

CHAITONS LLP
Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Harvey Chaiton (LSUC #21592F)
Tel: (416) 218-1129
Fax: (416) 218-1849

Maya Poliak (LSUC #54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844

Lawyers for Crawmet Corp.

TAB J

Court File Number: 31-1932502

Superior Court of Justice
Commercial List

31-1932534

31-1932548

31-1932557

FILE/DIRECTION/ORDER

31-1932540

31-1935553

31-1935555

Re Crest Macroe Sales Ltd et al

Plaintiff(s)

AND

Defendant(s)

Case Management Yes No by Judge: _____

Counsel	Telephone No:	Facsimile No:

- Order Direction for Registrar (No formal order need be taken out)
- Above action transferred to the Commercial List at Toronto (No formal order need be taken out)
- Adjourned to: _____
- Time Table approved (as follows): _____

March 8, 2014

The motion by ~~Crest~~ is to terminate the NOJ proceedings and to appoint a receiver under its securities.

Certain of the debtors move to appoint interim DIP facilities of \$300,000 with a priority charge, ~~and~~ to permit a cash flow NOJ's of two of the debtors 7 S. Hideo and Jeff Hideo, and to refer ~~under~~ Section 50.4(11) of the BIA.

Date

Judge's Signature

Additional Pages 1076

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

the stay of proceedings to January 26, 2015.

Section 50.4(9) of the BIA permits an extension of a stay if the court is satisfied that (a) the insolvent person has acted in good faith and due diligence;

(b) the insolvent person would likely be able to make a viable proposal if the extension being applied for were granted; and

(c) no creditors would be materially prejudiced by the extension.

Section 50.4(11) of the BIA permits a stay to be terminated if the court is satisfied that the converse of (a), (b) & (c) in section 50.4(9) is the case.

I am satisfied that the NOI proceedings should be terminated. The motion brought today by the debtors is audacious but honestly misconceived.

The debtors have not been acting in good faith. As disclosed in the second report of

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

The interim receiver, Godelaine has issued cheques in excess of available cash, it has not paid post filing expenses and deductions and it has made disbursements without prior approval of the proposed Trustee and the interim receiver, contrary to the protocol established by the interim receiver. The debtor has not attempted to explain why this occurred.

The debtors are not likely to be able to make a viable proposal. They recently disclosed to counsel personnel that they have suffered large losses since 2010, have not filed papers to request have lied to the tax authorities by filing false returns. They now say that they realize that one of the best family owned businesses in running the business and that a new operator should be found. Raising money in their circumstances seems hopeless in any reasonable foreseeable time.

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

Crawmer and Powell hold 1st, 2nd & 3rd mortgage securities on the lands used by the Cape Marine business. ~~They~~ Crawmer has made it clear that it is not prepared to support any proposal of the debtors and Powell supports Crawmer. ~~As~~ In some circumstances assertions of non-support for a future proposal or arrangement are taken with a grain of salt as negotiating positions. In light of the evidence disclosed, I do not so take the positions of Crawmer and Powell. They have legitimate reasons to want to see the property now taken care of under the auspices of a receiver.

~~As proposed trustee~~. Without the support of Crawmer and Powell, any proposal would not bind them and they would be free to deal with their securities.

The proposal has acknowledged in its final report that if Crawmer and Powell

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

maintain their positions, the contemplated proposal in the affair of M. Gato is unlikely to succeed.

Splitting the Keswick Marine property and having the debtors retain the part of the Marine with the largest number of boat slips + other common facilities would clearly diminish Gannon's security. The notion that the debtors could operate any marine business is fanciful and would be to the detriment of all stakeholders, including employees. The Keswick marine business should be maintained as a whole.

The facts for appointing a receiver are well settled. See Bank of Montreal v. Carnival Heating Ltd, 2011, 74 C.B.R. (5th) 300. Gannon is not a party to the appointment of a receiver as requested.

Mr. Wetmore raises an issue on behalf of 2124915 Ontario Inc as the Laguna City marine and ~~other~~ takes the position that it should be carved out of the properties under receivership.

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

I think the receiver, Counsel and the #1 co should have a little time to consider this and perhaps some agreement can be reached. If not, the matter may be brought back on.

Mr. Prophet as trustee of Uplands Charitable Foundation and Kowit Investments Ltd opposes the receiver's charge to ranking prior to his clients' \$1 million first mortgages. I think a discussion with the receiver and Counsel should also take place in this regard if agreement cannot be reached, the matter may be brought back on.

The orders of intention to the proposals of the seven debtors are terminated. A. Fisher & Partners Inc is appointed receiver of the assets of the seven debtors without securities and is appointed trustee in bankruptcy of the seven debtors.

2/20/07

TAB K



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

**THE HONOURABLE MR.
JUSTICE NEWBOULD**

)
)
)

**MONDAY, THE 8TH DAY
OF DECEMBER, 2014**

BETWEEN: Court File No. 31-1932502
**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CRATE
MARINE SALES LIMITED**

BETWEEN: Court File No. 31-1932534
**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF F.S.
CRATE & SONS LIMITED**

BETWEEN: Court File No. 31-1932548
**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 1330732
ONTARIO LIMITED**

BETWEEN: Court File No. 31-1932557
**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 1328559
ONTARIO LIMITED**

BETWEEN: Court File No. 31-1932540
**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 1282648
ONTARIO LTD.**

AMENDED ORDER
(Terminating the Proposal Debtors' Proposal Proceedings and Appointing a Receiver)

THIS MOTION made by Crawmet Corp. ("Crawmet") for an Order:

1. validating the service and filing of the consolidated reply motion record, factum and brief of authorities of Crawmet be filed solely in court file number 31-1932502;
2. pursuant to section 50.4(11) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c.B-3 (the "BIA"), declaring that the period for filing a proposal by Crate Marine

Sales Limited, F.S. Crate & Sons Limited, 1282648 Ontario Ltd., 1328559 Ontario Limited and 1330732 Ontario Limited (collectively, the "Debtors") be terminated;

3. pursuant to section 243(1) of the BIA and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing A. Farber & Partners Inc. ("Farber") as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario; and
4. substituting Farber as bankruptcy trustee (the "Trustee") of the Debtors and 1382415 Ontario Ltd. and 1382416 Ontario Ltd. (together with the Debtors, the "Proposal Debtors").

ON READING the affidavit of Benn-Jay Spiegel sworn November 20, 2014, the supplementary affidavit of Benn-Jay Spiegel sworn November 30, 2014, the Report of Dodick Landau Inc., in its capacity as Proposal Trustee of the Debtors (the "Proposal Trustee"), the Affidavits of Steven Crate each sworn November 28, 2014, the First Report of Farber in its capacity as Interim Receiver of the Debtors (the "Interim Receiver"), the Second Report of the Interim Receiver, the Supplementary Report to the Second Report of the Interim Receiver, the Second Report of the Proposal Trustee, the Affidavit of Steven Crate sworn December 5, 2014, the Affidavit of Benn-Jay Spiegel sworn December 7, 2014 and the Third Report of the Interim Receiver, on hearing the submissions of counsel for Crawmet, counsel for the Debtors, counsel for the Proposal Trustee, counsel for the Interim Receiver and such other counsel as are present, and on reading the consents of Farber to act as the Receiver and the Trustee,

FILING

1. **THIS COURT ORDERS** that the service and filing by Crawmet, the Proposal Trustee, the Interim Receiver and the Debtors of consolidated materials be hereby validated and directs that these materials be filed solely in Court File No. 31-1932502.

TERMINATION OF THE PROPOSAL PROCEEDINGS

2. **THIS COURT ORDERS AND DECLARES** that, pursuant to section 50.4(11) of the BIA, the period for filing a proposal by each of the Proposal Debtors in their respective proceedings be and hereby is terminated and that A. Farber & Partners Inc. be and hereby is substituted as the bankruptcy trustee of the Proposal Debtors.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, A. Farber & Partners Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Proposal Debtors acquired for, or used in relation to a business carried on by the Proposal Debtors, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Proposal Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Proposal Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on

whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Proposal Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Proposal Debtors and to exercise all remedies of the Proposal Debtors in collecting such monies, including, without limitation, to enforce any security held by the Proposal Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Proposal Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Proposal Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Proposal Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$100,000 provided that the aggregate consideration for all such transactions does not exceed \$500,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Proposal Debtors;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Proposal Debtors, including, without limiting the generality of the

foregoing, the ability to enter into occupation agreements for any property owned or leased by the Proposal Debtors;

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Proposal Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Proposal Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Proposal Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Proposal Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due

to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE PROPOSAL DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Proposal Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Proposal Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Proposal Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written

consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Proposal Debtors to carry on any business which the Proposal Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Proposal Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Proposal Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Proposal Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Proposal Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Proposal Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Proposal Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the

collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Proposal Debtors shall remain the employees of the Proposal Debtors until such time as the Receiver, on the Proposal Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Proposal Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in

priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

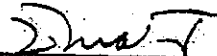
SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: '<<http://www.farberfinancial.com/insolvency-engagements/crate-marine-sales-limited-et-al>>?'

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Proposal Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Proposal Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
31. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number ___-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity.

Per: _____

Name:

Title:

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF CRATE MARINE SALES LIMITED, ET. AL.

Court File No. 31-1932502

**ONTARIO
SUPERIOR COURT OF ONTARIO
IN BANKRUPTCY**

Proceedings commenced at TORONTO

ORDER

CHAITONS LLP
Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Harvey Chaiton (LSUC #21592F)
Tel: (416) 218-1129
Fax: (416) 218-1849

Maya Poliak (LSUC #54100A)
Tel: (416) 218-1161
Fax: (416) 218-1844

Lawyers for Crawmet Corp.

TAB L



Your ADVANTAGELife^{PLUS} Quarterly Statement

Thank you for choosing Transamerica Life Canada. We appreciate the opportunity to bring you financial peace of mind for a lifetime of financial security.

CSSTLAD 1X1 - J 4 70001

F.S. HOLDCO 1382415 ONTARIO LTD
290 THE QUEENSWAY SOUTH
KESWICK, ONTARIO
L4P 2B3

Policy Number: 080203460
Statement Date: January 29, 2015
Statement Period: October 28, 2014 to January 27, 2015

POL # 1 STEVEN CRATE

If you have questions, please call your independent insurance advisor:

Or, call your servicing office:

THE EXECUTIVE WEALTH MANAGEMENT GROUP INC.
(905) 202-8429

IDC WORLDSOURCE INSURANCE NETWORK INC.
(604) 689-8289

Note: Your independent insurance advisor and servicing office may be the same entity.

For more information or to review your insurance needs, your independent insurance advisor has the resources to help you make an informed decision about your insurance coverage.

Policy Summary

Table with 3 columns: Policy Issue Date, Planned Periodic Payment, Death Benefit Type, Total Face Amount, Total Fund Value, Exempt Status Maintenance, Policy Owner(s), Primary Beneficiaries. Includes Maximum Premium Estimate for the Remainder of the Year: \$75,504.08 and Payment Method: Quarterly.

* See the Exempt Status section of your statement for further information.

* The estimated maximum premium is subject to a number of factors including increase or decrease of the face amount or other material changes to your universal life policy.

* The "250% rule" is one of the rules included in the annual tax-exempt tests that are performed in compliance with the Income Tax Act. This rule is intended to prevent irregular large deposits into a tax-exempt life insurance policy. The 250% rule is performed annually beginning in the 10th tax-exempt policy duration year and compares the values at the end of that tax-exempt policy duration year with values from three years prior to that date. The 250% rule has been taken into consideration when calculating this maximum premium/deposit estimate. For tax-exempt test results for the statement period, please refer to the Exempt Status Section of this statement.

**The Total Fund Value is reported as of your statement period. The balance of the Total Fund Value is not guaranteed and will fluctuate based on the performance of your interest options, cost of insurance deductions, any deposits or withdrawals made after the statement date and other factors.

Life/Lives Insured under this policy

On the Life/Lives of	Date of Birth	Sex
STEVEN CRATE	July 24, 1964	Male

Insurance Summary

Primary Base Coverage

On the Life/Lives of	Face Amount \$	Coverage Type	Cost of Insurance Option	Issued Age	Underwriting Class	Rating	Coverage Issue Date
STEVEN CRATE	750,000.00	Single Life	Increasing	37	Standard Non-Smoker	150%	April 28, 2001

Total Fund Value Activity (during the statement period)

Total Fund Value as of October 28, 2014	\$	37,384.71
Plus:		
Total Premiums Paid		700.00
Bonus Interest Credited		0.00
Interest Credited		1,147.30
Less:		
Total Coverage Deductions		961.89
Withdrawals/Surrenders		37,557.39
Other Deductions		0.00
Policy Fee		30.00
Total Fund Value as of January 27, 2015	\$	682.73

The Total Fund Value is reported as of your statement period. The balance of the Total Fund Value is not guaranteed and will fluctuate based on the performance of your interest options, cost of insurance deductions, any deposits or withdrawals made after the statement date and other factors.

Cash Surrender Value Summary as of January 27, 2015

Total Fund Value	\$	682.73
Less:		
Surrender Charges		0.00
Cash Surrender Value	\$	682.73*

*If a full surrender of your policy is requested at the end of the Statement Period, you would be entitled to the Cash Surrender Value. A request for a full surrender is a cancellation of your policy.

Total Fund Value Details*

Interest Option	Balance as of Oct 28, 2014 \$	Premiums/ Transfers In \$	Deductions/ Withdrawals/ Transfers out \$	Interest/ Bonus Credited \$	Balance as of Jan 27, 2015 \$	Current Deposit Allocation Mix %
Balanced Interest Option	37,384.71	700.00	-38,549.28	1,147.30	682.73	100.00
Total	\$37,384.71	\$700.00	-\$38,549.28	\$1,147.30	\$682.73	100.00%

*It's important to remember that the past performance of an Interest Option does not indicate how it will perform in the future.

Total Fund Value Activity Summary

Month	Total Fund Value beginning of period \$	Premiums/ Transfers In \$	Withdrawals/ Transfers out \$	Total Deductions* \$	Interest/ Bonus Credited \$	Total Fund Value end of period \$
Oct 28, 2014	37,384.71	350.00	0.00	-330.63	1,125.83	38,529.91
Nov 28, 2014	38,529.91	350.00	-37,557.39	-330.63	4.47	996.36
Dec 28, 2014	996.36	0.00	0.00	-330.63	17.00	682.73

* Total deductions are the sum of the policy fee and cost of insurance for all coverages, riders and benefits.

Additional information about the Interest Options available with your policy can be found on the Transamerica website at www.transamerica.ca. This website includes, where applicable, historical rates of return, current crediting rates for Floating Interest Option, T-Bill, Daily Interest and fixed rate interest options and where available, Performance Pages.

Withdrawal Order

Your current withdrawal order for monthly deductions is the (1) Treasury Bill/Floating Interest Option/Daily Interest Option, (2) Index Interest Options, then (3) the Fixed Rate/Guaranteed Interest Options nearest to maturity.

Exempt Status

As of this statement date, April 28, 2014, the projected maximum premium that may be deposited into the policy during the remainder of the policy year April 28, 2014 to April 27, 2015 while maintaining the policy's tax-exempt status is \$75,504.08. This amount is a projected value based on certain assumptions including the assumed future growth of your fund value. This projection is only an estimate as of the date it was calculated. On the actual date a premium payment is made, the amount that can be accepted will be recalculated and will depend on various factors including the amount of insurance you have in force, the actual premium payments made in the policy year and the total fund value on that date. For example, if your fund value increases faster than assumed the maximum premium on the date we receive a premium may be lower than the one stated above. Any premium payments that exceed this amount will be transferred to the Side Account to maintain the tax-exempt status of your policy.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Please review this statement carefully. If you believe any information in this statement is incorrect, please write or contact us at:

Transamerica Life Canada
5000 Yonge Street
Toronto ON M2N 7J8

Attention: Life Products Operations, Client Services

Tel: 1-800-797-2643

within forty-five (45) days from the date of this statement. If we do not hear from you within that timeframe, we will assume you agree with the information in this statement and that this statement is correct.

Thank you again for choosing Transamerica.

Current mailing address

F.S. HOLDCO 1382415 ONTARIO LTD
290 THE QUEENSWAY SOUTH
KESWICK, ONTARIO
L4P 2B3



Your ADVANTAGELife^{PLUS} Quarterly Statement

Thank you for choosing Transamerica Life Canada. We appreciate the opportunity to bring you financial peace of mind for a lifetime of financial security.

CSCT146 TXT - 014-00201

CRATE HOLDINGS 1382416 ONTARIO LTD
290 THE QUEENSWAY SOUTH
KESWICK, ONTARIO
L4P 2B3

Policy Number: 080203461
Statement Date: January 29, 2015
Statement Period: October 28, 2014 to January 27, 2015

POL # 2 STEVEN CRATE

If you have questions, please call your independent insurance advisor:

Or, call your servicing office:

THE EXECUTIVE WEALTH MANAGEMENT GROUP INC.
(905) 202-8429
Note: Your independent insurance advisor and servicing office may be the same entity.

IDC WORLDSOURCE INSURANCE NETWORK INC.
(604) 689-8289

For more information or to review your insurance needs, your independent insurance advisor has the resources to help you make an informed decision about your insurance coverage.

Policy Summary

Policy Issue Date: April 28, 2001
Maximum Premium Estimate for the Remainder of the Year*: \$75,504.08
Planned Periodic Payment: \$1,050.00
Payment Method: Quarterly
Death Benefit Type: Increasing
Total Face Amount: \$750,000.00
Total Fund Value**: \$682.73 as of January 27, 2015
Exempt Status Maintenance*: Increase and Decrease Face Amount
Policy Owner(s): CRATE HOLDINGS 1382416 ONTARIO LTD
Primary Beneficiaries: CRATE HOLDINGS 1382416 ONTARIO LTD

* See the Exempt Status section of your statement for further information.

* The estimated maximum premium is subject to a number of factors including increase or decrease of the face amount or other material changes to your universal life policy.

* The "250% rule" is one of the rules included in the annual tax-exempt tests that are performed in compliance with the Income Tax Act. This rule is intended to prevent irregular large deposits into a tax-exempt life insurance policy. The 250% rule is performed annually beginning in the 10th tax-exempt policy duration year and compares the values at the end of that tax-exempt policy duration year with values from three years prior to that date. The 250% rule has been taken into consideration when calculating this maximum premium/deposit estimate. For tax-exempt test results for the statement period, please refer to the Exempt Status Section of this statement.

** The Total Fund Value is reported as of your statement period. The balance of the Total Fund Value is not guaranteed and will fluctuate based on the performance of your interest options, cost of insurance deductions, any deposits or withdrawals made after the statement date and other factors.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Life/Lives Insured under this policy

On the Life/Lives of	Date of Birth	Sex
STEVEN CRATE	July 24, 1964	Male

Insurance Summary

Primary Base Coverage

On the Life/Lives of	Face Amount \$	Coverage Type	Cost of Insurance Option	Issued Age	Underwriting Class	Rating	Coverage Issue Date
STEVEN CRATE	750,000.00	Single Life	Increasing	37	Standard Non-Smoker	150%	April 28, 2001

Total Fund Value Activity (during the statement period)

Total Fund Value as of October 28, 2014	\$	37,384.71
Plus:		
Total Premiums Paid		700.00
Bonus Interest Credited		0.00
Interest Credited		1,147.30
Less:		
Total Coverage Deductions		961.89
Withdrawals/Surrenders		37,557.39
Other Deductions		0.00
Policy Fee		30.00
Total Fund Value as of January 27, 2015	\$	682.73

The Total Fund Value is reported as of your statement period. The balance of the Total Fund Value is not guaranteed and will fluctuate based on the performance of your interest options, cost of insurance deductions, any deposits or withdrawals made after the statement date and other factors.

Cash Surrender Value Summary as of January 27, 2015

Total Fund Value	\$	682.73
Less:		
Surrender Charges		0.00
Cash Surrender Value	\$	682.73*

*If a full surrender of your policy is requested at the end of the Statement Period, you would be entitled to the Cash Surrender Value. A request for a full surrender is a cancellation of your policy.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Total Fund Value Details*

Interest Option	Balance as of Oct 28, 2014 \$	Premiums/ Transfers in \$	Deductions/ Withdrawals/ Transfers out \$	Interest/ Bonus Credited \$	Balance as of Jan 27, 2015 \$	Current Deposit Allocation Mix %
Balanced Interest Option	37,384.71	700.00	-38,549.28	1,147.30	682.73	100.00
Total	\$37,384.71	\$700.00	-\$38,549.28	\$1,147.30	\$682.73	100.00%

*It's important to remember that the past performance of an Interest Option does not indicate how it will perform in the future.

Total Fund Value Activity Summary

Month	Total Fund Value beginning of period \$	Premiums/ Transfers in \$	Withdrawals/ Transfers out \$	Total Deductions* \$	Interest/ Bonus Credited \$	Total Fund Value end of period \$
Oct 28, 2014	37,384.71	350.00	0.00	-330.63	1,125.83	38,529.91
Nov 28, 2014	38,529.91	350.00	-37,557.39	-330.63	4.47	996.36
Dec 28, 2014	996.36	0.00	0.00	-330.63	17.00	682.73

* Total deductions are the sum of the policy fee and cost of insurance for all coverages, riders and benefits.

Additional information about the Interest Options available with your policy can be found on the Transamerica website at www.transamerica.ca. This website includes, where applicable, historical rates of return, current crediting rates for Floating Interest Option, T-Bill, Daily Interest and fixed rate Interest options and where available, Performance Pages.

Withdrawal Order

Your current withdrawal order for monthly deductions is the (1) Treasury Bill/Floating Interest Option/Daily Interest Option, (2) Index Interest Options, then (3) the Fixed Rate/Guaranteed Interest Options nearest to maturity.

Exempt Status

As of this statement date, April 28, 2014, the projected maximum premium that may be deposited into the policy during the remainder of the policy year April 28, 2014 to April 27, 2015 while maintaining the policy's tax-exempt status is \$75,504.08. This amount is a projected value based on certain assumptions including the assumed future growth of your fund value. This projection is only an estimate as of the date it was calculated. On the actual date a premium payment is made, the amount that can be accepted will be recalculated and will depend on various factors including the amount of insurance you have in force, the actual premium payments made in the policy year and the total fund value on that date. For example, if your fund value increases faster than assumed the maximum premium on the date we receive a premium may be lower than the one stated above. Any premium payments that exceed this amount will be transferred to the Side Account to maintain the tax-exempt status of your policy.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Please review this statement carefully. If you believe any information in this statement is incorrect, please write or contact us at:

Transamerica Life Canada
5000 Yonge Street
Toronto ON M2N 7J8

Attention: Life Products Operations, Client Services

Tel: 1-800-797-2643

within forty-five (45) days from the date of this statement. If we do not hear from you within that timeframe, we will assume you agree with the information in this statement and that this statement is correct.

Thank you again for choosing Transamerica.

Current mailing address

CRATE HOLDINGS 1382416 ONTARIO LTD
290 THE QUEENSWAY SOUTH
KESWICK, ONTARIO
L4P 2B3



Your ADVANTAGELife^{PLUS} Quarterly Statement

Thank you for choosing Transamerica Life Canada. We appreciate the opportunity to bring you financial peace of mind for a lifetime of financial security.

CRATE HOLDINGS 1382416 ONTARIO LTD
290 THE QUEENSWAY SOUTH
KESWICK, ONTARIO
L4P 2B3

Policy Number: 080203458
Statement Date: December 23, 2014
Statement Period: September 21, 2014 to December 20, 2014

POL#1 LYNN CRATE

If you have questions, please call your Independent Insurance advisor:

Or, call your servicing office:

THE EXECUTIVE WEALTH MANAGEMENT GROUP INC.
(905) 202-8429

IDC WORLDSOURCE INSURANCE NETWORK INC.
(604) 689-8289

Note: Your independent insurance advisor and servicing office may be the same entity.

For more information or to review your insurance needs, your independent insurance advisor has the resources to help you make an informed decision about your insurance coverage.

Policy Summary

Policy Issue Date: June 21, 2001
Maximum Premium Estimate for the Remainder of the Year*: \$172,696.43
Planned Periodic Payment: \$1,000.00
Payment Method: Monthly
Death Benefit Type: Increasing
Total Face Amount: \$750,000.00
Total Fund Value*: \$77,241.99 as of December 20, 2014
Exempt Status Maintenance*: Increase and Decrease Face Amount
Policy Owner(s): CRATE HOLDINGS 1382416 ONTARIO LTD
Primary Beneficiaries: CRATE HOLDINGS 1382416 ONTARIO LTD

* See the Exempt Status section of your statement for further information.

* The estimated maximum premium is subject to a number of factors including increase or decrease of the face amount or other material changes to your universal life policy.

* The "250% rule" is one of the rules included in the annual tax-exempt tests that are performed in compliance with the Income Tax Act. This rule is intended to prevent irregular large deposits into a tax-exempt life insurance policy. The 250% rule is performed annually beginning in the 10th tax-exempt policy duration year and compares the values at the end of that tax-exempt policy duration year with values from three years prior to that date. The 250% rule has been taken into consideration when calculating this maximum premium/deposit estimate. For tax-exempt test results for the statement period, please refer to the Exempt Status Section of this statement.

** The Total Fund Value is reported as of your statement period. The balance of the Total Fund Value is not guaranteed and will fluctuate based on the performance of your interest options, cost of insurance deductions, any deposits or withdrawals made after the statement date and other factors.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Life/Lives Insured under this policy

On the Life/Lives of	Date of Birth	Sex
LYNN MARKO	March 3, 1955	Female

Insurance Summary

Primary Base Coverage

On the Life/Lives of	Face Amount \$	Coverage Type	Cost of Insurance Option	Issued Age	Underwriting Class	Rating	Coverage Issue Date
LYNN MARKO	750,000.00	Single Life	Increasing	46	Standard Non-Smoker	175%	June 21, 2001

Total Fund Value Activity (during the statement period)

Total Fund Value as of September 21, 2014	\$	159,590.80
Plus:		
Total Premiums Paid		3,000.00
Bonus Interest Credited		0.00
Interest Credited		2,922.91
Less:		
Total Coverage Deductions		1,440.45
Withdrawals/Surrenders		86,801.27
Other Deductions		0.00
Policy Fee		30.00
Total Fund Value as of December 20, 2014	\$	77,241.99

The Total Fund Value is reported as of your statement period. The balance of the Total Fund Value is not guaranteed and will fluctuate based on the performance of your interest options, cost of insurance deductions, any deposits or withdrawals made after the statement date and other factors.

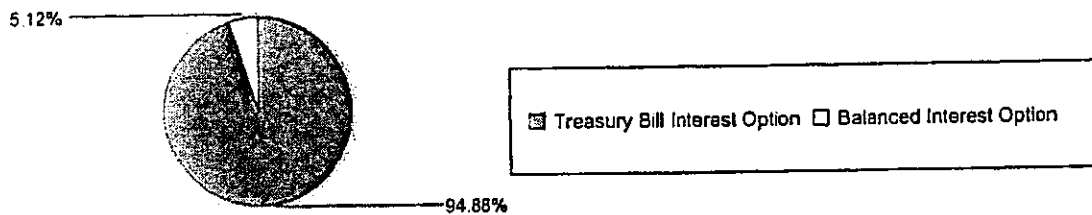
Cash Surrender Value Summary as of December 20, 2014

Total Fund Value	\$	77,241.99
Less:		
Surrender Charges		0.00
Outstanding Loan		72,959.15
Cash Surrender Value	\$	4,282.84*

*If a full surrender of your policy is requested at the end of the Statement Period, you would be entitled to the Cash Surrender Value. A request for a full surrender is a cancellation of your policy.

Total Fund Value Details*

Total Fund Value Distribution



Interest Option	Balance as of Sep 21, 2014 \$	Premiums/ Transfers in \$	Deductions/ Withdrawals/ Transfers out \$	Interest/ Bonus Credited \$	Balance as of Dec 20, 2014 \$	Current Deposit Allocation Mix %
Treasury Bill Interest Option	73,299.96	0.00	-1,011.43	1,000.44	73,288.97	0.00
Balanced Interest Option	86,290.84	3,000.00	-87,260.29	1,922.47	3,953.02	100.00
Total	\$159,590.80	\$3,000.00	-\$88,271.72	\$2,922.91	\$77,241.99	100.00%

*It's important to remember that the past performance of an Interest Option does not indicate how it will perform in the future.

Total Fund Value Activity Summary

Month	Total Fund Value beginning of period \$	Premiums/ Transfers in \$	Withdrawals/ Transfers out \$	Total Deductions* \$	Interest/ Bonus Credited \$	Total Fund Value end of period \$
Sep 21, 2014	159,590.80	1,000.00	0.00	-490.15	-970.42	159,130.23
Oct 21, 2014	159,130.23	1,000.00	0.00	-490.15	2,978.37	162,618.45
Nov 21, 2014	162,618.45	1,000.00	-86,801.27	-490.15	914.96	77,241.99

* Total deductions are the sum of the policy fee and cost of insurance for all coverages, riders and benefits.

Additional information about the Interest Options available with your policy can be found on the Transamerica website at www.transamerica.ca. This website includes, where applicable, historical rates of return, current crediting rates for Floating Interest Option, T-Bill, Daily Interest and fixed rate interest options and where available, Performance Pages.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Withdrawal Order

Your current withdrawal order for monthly deductions is the (1) Treasury Bill/Floating Interest Option/Daily Interest Option, (2) Index Interest Options, then (3) the Fixed Rate/Guaranteed Interest Options nearest to maturity.

Exempt Status

As of this statement date, June 21, 2014, the projected maximum premium that may be deposited into the policy during the remainder of the policy year June 21, 2014 to June 20, 2015 while maintaining the policy's tax-exempt status is \$172,696.43. This amount is a projected value based on certain assumptions including the assumed future growth of your fund value. This projection is only an estimate as of the date it was calculated. On the actual date a premium payment is made, the amount that can be accepted will be recalculated and will depend on various factors including the amount of insurance you have in force, the actual premium payments made in the policy year and the total fund value on that date. For example, if your fund value increases faster than assumed the maximum premium on the date we receive a premium may be lower than the one stated above. Any premium payments that exceed this amount will be transferred to the Side Account to maintain the tax-exempt status of your policy.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Please review this statement carefully. If you believe any information in this statement is incorrect, please write or contact us at:

Transamerica Life Canada
5000 Yonge Street
Toronto ON M2N 7J8

Attention: Life Products Operations, Client Services

Tel: 1-800-797-2643

within forty-five (45) days from the date of this statement. If we do not hear from you within that timeframe, we will assume you agree with the information in this statement and that this statement is correct.

Thank you again for choosing Transamerica.

Current mailing address

CRATE HOLDINGS 1382416 ONTARIO LTD
290 THE QUEENSWAY SOUTH
KESWICK, ONTARIO
L4P 2B3



Your ADVANTAGELife^{PLUS} Quarterly Statement

Thank you for choosing Transamerica Life Canada. We appreciate the opportunity to bring you financial peace of mind for a lifetime of financial security.

CS2148 TXT-1 4 5 0001

F.S. HOLDCO 1382415 ONTARIO LTD
290 THE QUEENSWAY SOUTH
KESWICK, ONTARIO
L4P 2B3

Policy Number: 080203459
Statement Date: December 23, 2014
Statement Period: September 21, 2014 to December 20, 2014

POL #1 LYNN CRATE

If you have questions, please call your independent insurance advisor:

Or, call your servicing office:

THE EXECUTIVE WEALTH MANAGEMENT GROUP INC.
(905) 202-8429
Note: Your independent insurance advisor and servicing office may be the same entity.

IDC WORLDSOURCE INSURANCE NETWORK INC.
(604) 689-8289

For more information or to review your insurance needs, your independent insurance advisor has the resources to help you make an informed decision about your insurance coverage.

Policy Summary

Policy Issue Date: June 21, 2001
Planned Periodic Payment: \$1,000.00
Death Benefit Type: Increasing
Total Face Amount: \$750,000.00
Total Fund Value*: \$77,241.99 as of December 20, 2014
Exempt Status Maintenance*: Increase and Decrease Face Amount
Policy Owner(s): F.S. HOLDCO 1382415 ONTARIO LTD
Primary Beneficiaries: F.S. HOLDCO 1382415 ONTARIO LTD

Maximum Premium Estimate for the Remainder of the Year*: \$172,696.43
Payment Method: Monthly

* See the Exempt Status section of your statement for further information.

* The estimated maximum premium is subject to a number of factors including increase or decrease of the face amount or other material changes to your universal life policy.

* The "250% rule" is one of the rules included in the annual tax-exempt tests that are performed in compliance with the Income Tax Act. This rule is intended to prevent irregular large deposits into a tax-exempt life insurance policy. The 250% rule is performed annually beginning in the 10th tax-exempt policy duration year and compares the values at the end of that tax-exempt policy duration year with values from three years prior to that date. The 250% rule has been taken into consideration when calculating this maximum premium/deposit estimate. For tax-exempt test results for the statement period, please refer to the Exempt Status Section of this statement.

*The Total Fund Value is reported as of your statement period. The balance of the Total Fund Value is not guaranteed and will fluctuate based on the performance of your interest options, cost of insurance deductions, any deposits or withdrawals made after the statement date and other factors.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Life/Lives Insured under this policy

On the Life/Lives of	Date of Birth	Sex
LYNN MARKO	March 3, 1955	Female

Insurance Summary

Primary Base Coverage

On the Life/Lives of	Face Amount \$	Coverage Type	Cost of Insurance Option	Issued Age	Underwriting Class	Rating	Coverage Issue Date
LYNN MARKO	750,000.00	Single Life	Increasing	46	Standard Non-Smoker	175%	June 21, 2001

Total Fund Value Activity (during the statement period)

Total Fund Value as of September 21, 2014	\$ 159,590.80
Plus:	
Total Premiums Paid	3,000.00
Bonus Interest Credited	0.00
Interest Credited	2,922.91
Less:	
Total Coverage Deductions	1,440.45
Withdrawals/Surrenders	86,801.27
Other Deductions	0.00
Policy Fee	30.00
Total Fund Value as of December 20, 2014	\$ 77,241.99

The Total Fund Value is reported as of your statement period. The balance of the Total Fund Value is not guaranteed and will fluctuate based on the performance of your interest options, cost of insurance deductions, any deposits or withdrawals made after the statement date and other factors.

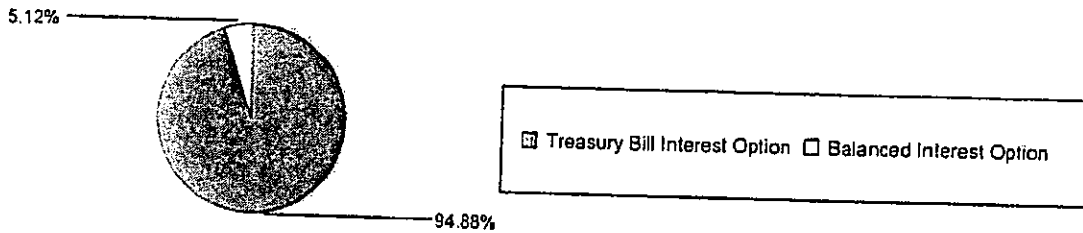
Cash Surrender Value Summary as of December 20, 2014

Total Fund Value	\$ 77,241.99
Less:	
Surrender Charges	0.00
Outstanding Loan	72,959.15
Cash Surrender Value	\$ 4,282.84*

*If a full surrender of your policy is requested at the end of the Statement Period, you would be entitled to the Cash Surrender Value. A request for a full surrender is a cancellation of your policy.

Total Fund Value Details*

Total Fund Value Distribution



Interest Option	Balance as of Sep 21, 2014 \$	Premiums/ Transfers In \$	Deductions/ Withdrawals/ Transfers out \$	Interest/ Bonus Credited \$	Balance as of Dec 20, 2014 \$	Current Deposit Allocation Mix %
Treasury Bill Interest Option	73,299.96	0.00	-1,011.43	1,000.44	73,288.97	0.00
Balanced Interest Option	86,290.84	3,000.00	-87,280.29	1,922.47	3,953.02	100.00
Total	\$159,590.80	\$3,000.00	-\$88,271.72	\$2,922.91	\$77,241.99	100.00%

*It's important to remember that the past performance of an Interest Option does not indicate how it will perform in the future.

Total Fund Value Activity Summary

Month	Total Fund Value beginning of period \$	Premiums/ Transfers In \$	Withdrawals/ Transfers out \$	Total Deductions* \$	Interest/ Bonus Credited \$	Total Fund Value end of period \$
Sep 21, 2014	159,590.80	1,000.00	0.00	-490.15	-970.42	159,130.23
Oct 21, 2014	159,130.23	1,000.00	0.00	-490.15	2,978.37	162,618.45
Nov 21, 2014	162,618.45	1,000.00	-86,801.27	-490.15	914.96	77,241.99

* Total deductions are the sum of the policy fee and cost of insurance for all coverages, riders and benefits.

Additional information about the Interest Options available with your policy can be found on the Transamerica website at www.transamerica.ca. This website includes, where applicable, historical rates of return, current crediting rates for Floating Interest Option, T-Bill, Daily Interest and fixed rate Interest options and where available, Performance Pages.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Withdrawal Order

Your current withdrawal order for monthly deductions is the (1) Treasury Bill/Floating Interest Option/Daily Interest Option, (2) Index Interest Options, then (3) the Fixed Rate/Guaranteed Interest Options nearest to maturity.

Exempt Status

As of this statement date, June 21, 2014, the projected maximum premium that may be deposited into the policy during the remainder of the policy year June 21, 2014 to June 20, 2015 while maintaining the policy's tax-exempt status is \$172,696.43. This amount is a projected value based on certain assumptions including the assumed future growth of your fund value. This projection is only an estimate as of the date it was calculated. On the actual date a premium payment is made, the amount that can be accepted will be recalculated and will depend on various factors including the amount of insurance you have in force, the actual premium payments made in the policy year and the total fund value on that date. For example, if your fund value increases faster than assumed the maximum premium on the date we receive a premium may be lower than the one stated above. Any premium payments that exceed this amount will be transferred to the Side Account to maintain the tax-exempt status of your policy.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Please review this statement carefully. If you believe any information in this statement is incorrect, please write or contact us at:

Transamerica Life Canada
5000 Yonge Street
Toronto ON M2N 7J8

Attention: Life Products Operations, Client Services

Tel: 1-800-797-2643

within forty-five (45) days from the date of this statement. If we do not hear from you within that timeframe, we will assume you agree with the information in this statement and that this statement is correct.

Thank you again for choosing Transamerica:

Current mailing address

F.S. HOLDCO 1382415 ONTARIO LTD
290 THE QUEENSWAY SOUTH
KESWICK, ONTARIO
L4P 2B3



Your ADVANTAGELife^{PLUS} Quarterly Statement

Thank you for choosing Transamerica Life Canada.
We appreciate the opportunity to bring you financial peace of mind for a lifetime of financial security.

CSSTUO PAT 1 of 6 (002)

CRATE HOLDINGS 1382416 ONTARIO LTD
290 THE QUEENSWAY SOUTH
KESWICK, ONTARIO
L4P 2B3

Policy Number: 080203462
Statement Date: January 29, 2015
Statement Period: October 28, 2014 to
January 27, 2015

POL #1 GREG CRATE

If you have questions, please call your independent insurance advisor:

Or, call your servicing office:

THE EXECUTIVE WEALTH MANAGEMENT GROUP INC.
(905) 202-8429

IDC WORLDSOURCE INSURANCE NETWORK INC.
(604) 689-8289

Note: Your independent insurance advisor and servicing office may be the same entity.

For more information or to review your insurance needs, your independent insurance advisor has the resources to help you make an informed decision about your insurance coverage.

Policy Summary

Policy Issue Date:	April 28, 2001	Maximum Premium Estimate for the Remainder of the Year*:	\$108,947.68
Planned Periodic Payment:	\$1,650.00	Payment Method:	Quarterly
Death Benefit Type:	Increasing		
Total Face Amount:	\$750,000.00		
Total Fund Value**:	\$26,698.91 as of January 27, 2015		
Exempt Status Maintenance*:	Increase and Decrease Face Amount		
Policy Owner(s):	CRATE HOLDINGS 1382416 ONTARIO LTD		
Primary Beneficiaries:	CRATE HOLDINGS 1382416 ONTARIO LTD		

* See the Exempt Status section of your statement for further information.

* The estimated maximum premium is subject to a number of factors including increase or decrease of the face amount or other material changes to your universal life policy.

* The "250% rule" is one of the rules included in the annual tax-exempt tests that are performed in compliance with the Income Tax Act. This rule is intended to prevent irregular large deposits into a tax-exempt life insurance policy. The 250% rule is performed annually beginning in the 10th tax-exempt policy duration year and compares the values at the end of that tax-exempt policy duration year with values from three years prior to that date. The 250% rule has been taken into consideration when calculating this maximum premium/deposit estimate. For tax-exempt test results for the statement period, please refer to the Exempt Status Section of this statement.

** The Total Fund Value is reported as of your statement period. The balance of the Total Fund Value is not guaranteed and will fluctuate based on the performance of your interest options, cost of insurance deductions, any deposits or withdrawals made after the statement date and other factors.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Life/Lives Insured under this policy

On the Life/Lives of	Date of Birth	Sex
GREGORY CRATE	April 7, 1958	Male

Insurance Summary

Primary Base Coverage

On the Life/Lives of	Face Amount \$	Coverage Type	Cost of Insurance Option	Issued Age	Underwriting Class	Rating	Coverage Issue Date
GREGORY CRATE	750,000.00	Single Life	Increasing	43	Standard Non-Smoker		April 28, 2001

Total Fund Value Activity (during the statement period)

Total Fund Value as of October 28, 2014	\$ 77,626.23
Plus:	
Total Premiums Paid	1,100.00
Bonus Interest Credited	0.00
Interest Credited	2,004.39
Less:	
Total Coverage Deductions	1,036.86
Withdrawals/Surrenders	52,964.85
Other Deductions	0.00
Policy Fee	30.00
Total Fund Value as of January 27, 2015	\$ 26,698.91

The Total Fund Value is reported as of your statement period. The balance of the Total Fund Value is not guaranteed and will fluctuate based on the performance of your interest options, cost of insurance deductions, any deposits or withdrawals made after the statement date and other factors.

Cash Surrender Value Summary as of January 27, 2015

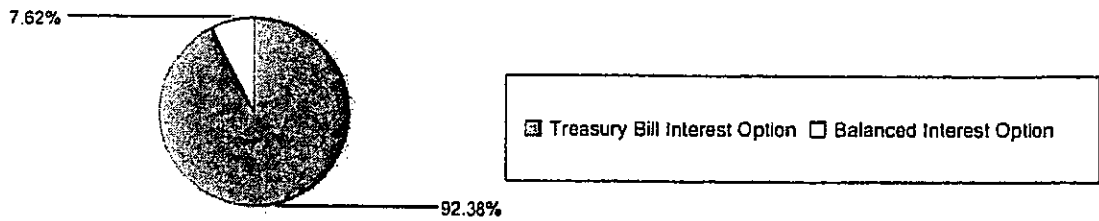
Total Fund Value	\$ 26,698.91
Less:	
Surrender Charges	0.00
Outstanding Loan	24,549.87
Cash Surrender Value	\$ 2,149.04*

*If a full surrender of your policy is requested at the end of the Statement Period, you would be entitled to the Cash Surrender Value. A request for a full surrender is a cancellation of your policy.

Your ADVANTAGELife^{PLUS} Quarterly Statement

Total Fund Value Details*

Total Fund Value Distribution



Interest Option	Balance as of Oct 28, 2014 \$	Premiums/ Transfers in \$	Deductions/ Withdrawals/ Transfers out \$	Interest/ Bonus Credited \$	Balance as of Jan 27, 2015 \$	Current Deposit Allocation Mix %
Treasury Bill Interest Option	24,660.85	0.00	-336.64	340.34	24,664.55	0.00
Balanced Interest Option	52,965.38	1,100.00	-53,695.07	1,664.05	2,034.36	100.00
Total	\$77,626.23	\$1,100.00	-\$54,031.71	\$2,004.39	\$28,698.91	100.00%

*It's important to remember that the past performance of an Interest Option does not indicate how it will perform in the future.

Total Fund Value Activity Summary

Month	Total Fund Value beginning of period \$	Premiums/ Transfers in \$	Withdrawals/ Transfers out \$	Total Deductions* \$	Interest/ Bonus Credited \$	Total Fund Value end of period \$
Oct 28, 2014	77,626.23	550.00	0.00	-355.62	1,718.08	79,538.69
Nov 28, 2014	79,538.69	550.00	-52,964.85	-355.62	120.99	26,889.21
Dec 28, 2014	26,889.21	0.00	0.00	-355.62	165.32	26,698.91

* Total deductions are the sum of the policy fee and cost of insurance for all coverages, riders and benefits.

Additional information about the Interest Options available with your policy can be found on the Transamerica website at www.transamerica.ca. This website includes, where applicable, historical rates of return, current crediting rates for Floating Interest Option, T-Bill, Daily Interest and fixed rate interest options and where available, Performance Pages.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Withdrawal Order

Your current withdrawal order for monthly deductions is the (1) Treasury Bill/Floating Interest Option/Daily Interest Option, (2) Index Interest Options, then (3) the Fixed Rate/Guaranteed Interest Options nearest to maturity.

Exempt Status

As of this statement date, April 28, 2014, the projected maximum premium that may be deposited into the policy during the remainder of the policy year April 28, 2014 to April 27, 2015 while maintaining the policy's tax-exempt status is \$108,947.68. This amount is a projected value based on certain assumptions including the assumed future growth of your fund value. This projection is only an estimate as of the date it was calculated. On the actual date a premium payment is made, the amount that can be accepted will be recalculated and will depend on various factors including the amount of insurance you have in force, the actual premium payments made in the policy year and the total fund value on that date. For example, if your fund value increases faster than assumed the maximum premium on the date we receive a premium may be lower than the one stated above. Any premium payments that exceed this amount will be transferred to the Side Account to maintain the tax-exempt status of your policy.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Please review this statement carefully. If you believe any information in this statement is incorrect, please write or contact us at:

Transamerica Life Canada
5000 Yonge Street
Toronto ON M2N 7J8

Attention: Life Products Operations, Client Services

Tel: 1-800-797-2643

within forty-five (45) days from the date of this statement. If we do not hear from you within that timeframe, we will assume you agree with the information in this statement and that this statement is correct.

Thank you again for choosing Transamerica.

Current mailing address

CRATE HOLDINGS 1382416 ONTARIO LTD
290 THE QUEENSWAY SOUTH
KESWICK, ONTARIO
L4P 2B3



Your ADVANTAGELife^{PLUS} Quarterly Statement

Thank you for choosing Transamerica Life Canada. We appreciate the opportunity to bring you financial peace of mind for a lifetime of financial security.

CSSTM0111 of 5 00001

F.S. HOLDCO 1382415 ONTARIO LTD
290 THE QUEENSWAY SOUTH
KESWICK, ONTARIO
L4P 2B3

Policy Number: 080203463
Statement Date: January 29, 2015
Statement Period: October 28, 2014 to January 27, 2015

POL #2 GREG CRATE

If you have questions, please call your independent insurance advisor:

Or, call your servicing office:

THE EXECUTIVE WEALTH MANAGEMENT GROUP INC.
(905) 202-8429

IDC WORLDSOURCE INSURANCE NETWORK INC.
(604) 689-8289

Note: Your independent insurance advisor and servicing office may be the same entity.

For more information or to review your insurance needs, your independent insurance advisor has the resources to help you make an informed decision about your insurance coverage.

Policy Summary

Table with 3 columns: Policy Issue Date, Planned Periodic Payment, Death Benefit Type, Total Face Amount, Total Fund Value, Exempt Status Maintenance, Policy Owner(s), Primary Beneficiaries. Includes Maximum Premium Estimate for the Remainder of the Year and Payment Method.

* See the Exempt Status section of your statement for further information.

* The estimated maximum premium is subject to a number of factors including increase or decrease of the face amount or other material changes to your universal life policy.

* The "250% rule" is one of the rules included in the annual tax-exempt tests that are performed in compliance with the Income Tax Act. This rule is intended to prevent irregular large deposits into a tax-exempt life insurance policy.

**The Total Fund Value is reported as of your statement period. The balance of the Total Fund Value is not guaranteed and will fluctuate based on the performance of your interest options; cost of insurance deductions, any deposits or withdrawals made after the statement date and other factors.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Life/Lives Insured under this policy

On the Life/Lives of	Date of Birth	Sex
GREGORY CRATE	April 7, 1958	Male

Insurance Summary

Primary Base Coverage

On the Life/Lives of	Face Amount \$	Coverage Type	Cost of Insurance Option	Issued Age	Underwriting Class	Rating	Coverage Issue Date
GREGORY CRATE	750,000.00	Single Life	Increasing	43	Standard Non-Smoker		April 28, 2001

Total Fund Value Activity (during the statement period)

Total Fund Value as of October 28, 2014	\$	77,626.23
Plus:		
Total Premiums Paid		1,100.00
Bonus Interest Credited		0.00
Interest Credited		2,004.39
Less:		
Total Coverage Deductions		1,036.86
Withdrawals/Surrenders		52,964.85
Other Deductions		0.00
Policy Fee		30.00
Total Fund Value as of January 27, 2015	\$	26,698.91

The Total Fund Value is reported as of your statement period. The balance of the Total Fund Value is not guaranteed and will fluctuate based on the performance of your interest options, cost of insurance deductions, any deposits or withdrawals made after the statement date and other factors.

Cash Surrender Value Summary as of January 27, 2015

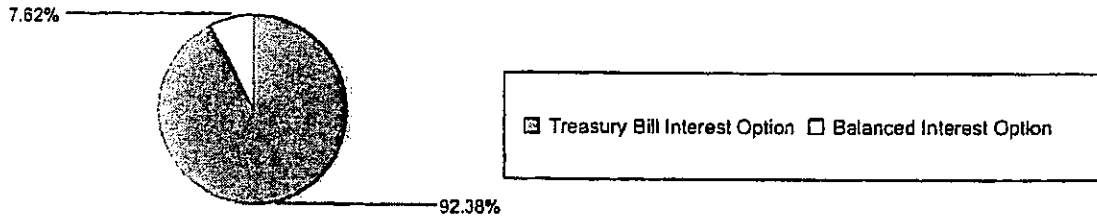
Total Fund Value	\$	26,698.91
Less:		
Surrender Charges		0.00
Outstanding Loan		24,549.87
Cash Surrender Value	\$	2,149.04*

*If a full surrender of your policy is requested at the end of the Statement Period, you would be entitled to the Cash Surrender Value. A request for a full surrender is a cancellation of your policy.

Your ADVANTAGELife^{PLUS} Quarterly Statement

Total Fund Value Details*

Total Fund Value Distribution



Interest Option	Balance as of Oct 28, 2014 \$	Premiums/ Transfers in \$	Deductions/ Withdrawals/ Transfers out \$	Interest/ Bonus Credited \$	Balance as of Jan 27, 2015 \$	Current Deposit Allocation Mix %
Treasury Bill Interest Option	24,660.85	0.00	-336.64	340.34	24,664.55	0.00
Balanced Interest Option	52,965.38	1,100.00	-53,695.07	1,664.05	2,034.36	100.00
Total	\$77,626.23	\$1,100.00	-\$54,031.71	\$2,004.39	\$26,698.91	100.00%

*It's important to remember that the past performance of an Interest Option does not indicate how it will perform in the future.

Total Fund Value Activity Summary

Month	Total Fund Value beginning of period \$	Premiums/ Transfers in \$	Withdrawals/ Transfers out \$	Total Deductions* \$	Interest/ Bonus Credited \$	Total Fund Value end of period \$
Oct 28, 2014	77,626.23	550.00	0.00	-355.62	1,718.08	79,538.69
Nov 28, 2014	79,538.69	550.00	-52,964.85	-355.62	120.99	26,889.21
Dec 28, 2014	26,889.21	0.00	0.00	-355.62	165.32	26,698.91

* Total deductions are the sum of the policy fee and cost of insurance for all coverages, riders and benefits.

Additional information about the Interest Options available with your policy can be found on the Transamerica website at www.transamerica.ca. This website includes, where applicable, historical rates of return, current crediting rates for Floating Interest Option, T-Bill, Daily Interest and fixed rate Interest options and where available, Performance Pages.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Withdrawal Order

Your current withdrawal order for monthly deductions is the (1) Treasury Bill/Floating Interest Option/Daily Interest Option, (2) Index Interest Options, then (3) the Fixed Rate/Guaranteed Interest Options nearest to maturity.

Exempt Status

As of this statement date, April 28, 2014, the projected maximum premium that may be deposited into the policy during the remainder of the policy year April 28, 2014 to April 27, 2015 while maintaining the policy's tax-exempt status is \$108,947.68. This amount is a projected value based on certain assumptions including the assumed future growth of your fund value. This projection is only an estimate as of the date it was calculated. On the actual date a premium payment is made, the amount that can be accepted will be recalculated and will depend on various factors including the amount of insurance you have in force, the actual premium payments made in the policy year and the total fund value on that date. For example, if your fund value increases faster than assumed the maximum premium on the date we receive a premium may be lower than the one stated above. Any premium payments that exceed this amount will be transferred to the Side Account to maintain the tax-exempt status of your policy.



Your ADVANTAGELife^{PLUS} Quarterly Statement

Please review this statement carefully. If you believe any information in this statement is incorrect, please write or contact us at:

Transamerica Life Canada
5000 Yonge Street
Toronto ON M2N 7J8

Attention: Life Products Operations, Client Services

Tel: 1-800-797-2643

within forty-five (45) days from the date of this statement. If we do not hear from you within that timeframe, we will assume you agree with the information in this statement and that this statement is correct.

Thank you again for choosing Transamerica.

Current mailing address

F.S. HOLDCO 1382415 ONTARIO LTD
290 THE QUEENSWAY SOUTH
KESWICK, ONTARIO
L4P 2B3

TAB M



500-5000 Yonge Street
Toronto, Ontario
M2N 7J8

February 25, 2015

A. Farber & Partners Inc.
Trustee in Bankruptcy
Suite 1600 - 150 York Street
Toronto, ON M5H 3S5

Dear Sir/Madam,

Re: 1382416 Ontario Ltd & 1382415 Ontario Ltd, In Bankruptcy

Thank you for the assignment in bankruptcy filed on December 8, 2014 that we received by fax on February 17, 2015 and by mail on February 18, 2015.

Please accept my apologies for the delay to our response.

The policies that are held by the debtor are Universal Life insurance and following is the information on the withdrawal made in year 2014:

Policy number	Life insured	Withdrawal
080203458	Lynn Marko	\$86,801.27 effective November 28, 2014. The funds were sent to Crate Holdings 1382416 Ontario Ltd.
080203459	Lynn Marko	\$86,801.27 effective November 28, 2014. The funds were sent to F.S. Holdco 1382415 Ontario Ltd.
080203460	Steven Crate	\$37,557.39 effective November 28, 2014. The funds were sent to F.S. Holdco 1382415 Ontario Ltd.
080203461	Steven Crate	\$37,557.39 effective November 28, 2014. The funds were sent to Crate Holdings 1382416 Ontario Ltd.

080203462	Gregory Crate	\$52,964.85 effective November 28, 2014. The funds were sent to Crate Holdings 1382416 Ontario Ltd.
080203463	Gregory Crate	\$52,964.85 effective November 28, 2014. The funds were sent to F.S. Holdco 1382415 Ontario Ltd.

Furthermore, these are the only policies the debtor has with us.

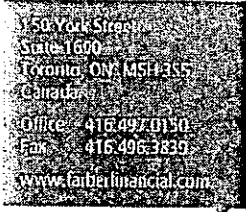
In addition, we have recorded the bankruptcy on these files and it will be considered whenever a request is received from the debtor to make changes, withdraw funds or surrender the policies. We will require a certificate of discharge.

If you have any questions, please send us a fax at 1-800-661-7296 or 416-883-5520.

Sincerely,


Munira Vadavji
Customer Service Specialist
Client Services

TAB N



Peter Crawley, MBA, CPA, CA•CIRP
Direct: (416) 496-3507
Email: pcrawley@farberfinancial.com

February 26, 2015

By Fax: 416-883-5520

Transamerica Life Canada
5000 Yonge Street
Toronto, ON M2N 7J8

Attn: Munira Jadavdji

Dear Ms. Jadavdji:

In the matter of the Receivership and Bankruptcy of 1382415 Ontario Limited and 1382416 Ontario Ltd.
(the "Crate Holdcos")

Thank you for your correspondence dated February 25, 2015, wherein you have confirmed that six withdrawals occurred from the Universal Life Insurance policies of the Crate Holdcos.

Policy No.	Life Insured	Withdrawal
080203458	Lynn Marko	\$86,801.27
080203459	Lynn Marko	\$86,801.27
080203460	Steven Crate	\$37,557.39
080203461	Steven Crate	\$37,557.39
080203462	Gregory Crate	\$52,964.85
080203463	Gregory Crate	\$52,964.85

Please provide us with copies of cancelled cheques (front and back), or if applicable, the bank account coordinates of the recipients if the funds were paid by direct transfer (wire transfer or otherwise).

Your immediate attention to this request is greatly appreciated.

Yours truly,

A. Farber & Partners Inc., in its capacity as
Court Appointed Receiver and Bankruptcy Trustee

Per: Peter Crawley, MBA, CPA, CA, CIRP

TAB 0



An AEGON Company

Transamerica Life Canada
5000 Yonge Street
Toronto, ON M2N 7J8

FACSIMILE COVER SHEET

To: Peter Crawley
From: Client Services
Fax: 416-496-3839
Pages: 7
Phone:
Date: March 3, 2015
Re: Policy information
CC:

Urgent Confidential For Review Please Comment Please Reply

Comments:

Good afternoon Peter,

Thank you for your fax inquiry.

As requested, I have attached copies of the surrender cheques for the below policies:

Policy 080203458

Policy 080203461

Policy 080203459

Policy 080203462

Policy 080203460

Policy 080203463

If you have any questions or need additional assistance, please feel free to e-mail us at lifeservices@transamerica.ca or call us at 1-800-846-5970 (Monday to Friday, 8 a.m. to 7 p.m. ET).

Thank you for choosing Transamerica, the Tomorrow Makers.

Debbie Lynn

Client Service Specialist

Client Services - Correspondence Unit

Transamerica Life Canada

Phone: 1-800-846-5970

Fax: 1-800-661-7296

E-mail: lifeservices@transamerica.ca

Address: 5000 Yonge Street, Toronto, ON M2N 7J8

The contents of this fax transmission are intended for the use of the addressee only and may contain information that is privileged and confidential. If you are not the intended recipient, please be advised that any dissemination, distribution or copying of the content of this fax is strictly prohibited. If you have received this fax in error, please notify us immediately by calling the number noted above.



**TRANSAMERICA LIFE
CANADA**

5000 Yonge Street, Toronto, ON M2N 7J8

Royal Bank of Canada
200 Bay Street
Royal Bank Plaza
Toronto, Ontario M5J 2J6

Reference No.
PANJAL7 12015160

Cheque No. 21375497

1 2 0 1 2 0 1 4

DATE M M D D Y Y Y Y

PAY/PAYEZ

"EIGHTY-SIX THOUSAND EIGHT HUNDRED ONE dollars and 27 cents

\$ *A* *****86,801.27

TO THE ORDER OF / À L'ORDRE DE

CRATE HOLDINGS 1382418 ONTARIO
290 THE QUEENSWAY SOUTH
KESWICK, ON
L4P 2B3 CA

CAN

[Signature]
DIGITIZED SIGNATURES ARE VALID ON CHEQUES UNDER CANADIAN LAW

⑈ 21375497⑈ ⑆ 00002⑈ 003⑆ 000⑈ 889⑈ 0⑈ ⑈ 0008680127⑈

Policy # 080203458

Printer ID# 1021-M
D'Impression# 1021-M 1272456

22402-001
RECEIVED
DEC 03 2014
COMMERCIAL BANK OF CANADA
TORONTO, ONTARIO, CANADA
22402-001

Endorsement - Signature or Stamp
Endossement? Signature ou Tampon
BACK TO THE ISSUER
2014294

1010
0100
10000000
97150000

TRCT 20141204
TORONTO, ONTARIO

TRANSAMERICA LIFE
CANADA

5000 Yonge Street, Toronto, ON M2N 7J8

Royal Bank of Canada
200 Bay Street
Royal Bank Plaza
Toronto, Ontario M5J 2J5

Reference No.
RAVINDV 12015181

Cheque No. 21375509

1 2 0 1 2 0 1 4
DATE M M O Y Y Y Y

PAY/PAYEZ
*EIGHTY-SIX THOUSAND EIGHT HUNDRED ONE dollars and 27 cents

\$ **86,801.27

TO THE ORDER OF / À L'ORDRE DE

F.S. HOLOCO 1382415 ONTARIO LT
280 THE QUEENSWAY SOUTH
KESWICK, ON
L4P 2B3 CA

CAN

[Handwritten Signature]
DIGITIZED SIGNATURES ARE VALID ON CHEQUES UNDER THE B.S.P.

⑆ 21375509 ⑆ ⑆00002⑆003⑆ 000⑆589⑆0⑆ ⑆00088800127⑆

Policy # 080203459

Printer ID# 1021-M 1272468
ID d'imprimeur-1021-M

20102-004	09	Entorsement - Signature or Stamp Entorsement - Signature ou Timbre
THE TORONTO UNION BANK		
DEC 03 2014		
BANK OF MONTREAL - BACK		
22402-004		

DOCT. 2014254
TORONTO ONTARIO

[Stamp]

100065571

100065571

416-883-4829

13:29:58 03-03-2015

4/7



TRANSAMERICA LIFE CANADA

5000 Yonge Street, Toronto, ON M2N 7J8

Royal Bank of Canada
200 Bay Street
Royal Bank Plaza
Toronto, Ontario M5J 2J5

Reference No.
RACHPAD 12015169

Cheque No. 21375502

1 2 0 1 2 0 1 4

DATE M M D D Y Y Y Y

PAY/PAYEZ

**THIRTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-SEVEN dollars and 39 cents

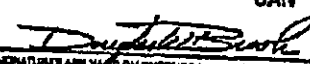
TO THE ORDER OF / À L'ORDRE DE

\$

***37,557.39

F.S. HOLDCO 1382415 ONTARIO LT
290 THE QUEENSWAY SOUTH
KESWICK, ON
L4P 2B3 CA

CAN


DIGITIZED SIGNATURES ARE VALID ON CHECKS UNDER CANADIAN LAW

⑈ 2 1 3 7 5 5 0 2 ⑈ ⑆ 0 0 0 0 2 ⑆ 0 0 3 ⑆ 0 0 0 ⑆ 8 8 9 ⑆ 0 ⑈ ⑆ 0 0 0 3 7 5 5 7 3 9 ⑆

Policy + 080203460

Printer ID# 1021-M
ID# 1021-M 212461

22003-104
THE TORONTO MICHIGAN BANK
DEC 03 2014
KESWICK, ONTARIO
22402004

BACK VERIFIED
DATE

J
O
O
2
O
D
O



**TRANSAMERICA LIFE
CANADA**

5000 Yonge Street, Toronto, ON M2N 7J8

Royal Bank of Canada
200 Bay Street
Royal Bank Plaza
Toronto, Ontario M5J 2J5

Reference No.
PANJALT 12013163

Cheque No. 21375498

1 2 0 1 2 0 1 4
DATE M M D D Y Y Y Y

PAY/FAYEZ

**THIRTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-SEVEN dollars and 39 cents

TO THE ORDER OF / A L'ORDRE DE

CRATE HOLDINGS 1382416 ONTARIO
290 THE QUEENSWAY SOUTH
KESWICK, ON
L4P 2B3 CA

\$ *d* 37,557.39

CAN

D. [Signature]

DIGITIZED SIGNATURES ARE VALID ON CHEQUES UNDER EML/ELB/ELV

⑈ 21375498 ⑈ ⑆00002⑈003⑆ 000⑈889⑈00⑈ ⑆0003755739⑈

Policy # 080203461

Printed 102-1021-M
10 d'impression 1021-M

2200-1004

THE TRANSAMERICA LIFE

DEC 03 2014

ENDORSEMENT - Signature or Stamp
Endorsement - Signature ou Stamp

BACK PERSON

080203461

DEC 2014
KESWICK, ONTARIO

3700355088

416-883-4829

13:31:21 03-03-2015

6/7



**TRANSAMERICA LIFE
CANADA**

5000 Yonge Street, Toronto, ON M2N 7J8

Royal Bank of Canada
200 Bay Street
Royal Bank Plaza
Toronto, Ontario M5J 2J5

Reference No.
RACHPAD 12015162

Cheque No. 21375503

1 2 0 1 2 0 1 4

DATE M M D P Y Y Y Y

PAY/PAYEZ

**FIFTY-TWO THOUSAND NINE HUNDRED SIXTY-FOUR dollars and 88 cents

\$ *[Signature]* 52,984.88

TO THE ORDER OF / À L'ORDRE DE

GRATE HOLDINGS 1382416 ONTARIO LTD.
280 THE QUEENSWAY SOUTH
KESWICK, ON
L4P 2B3 CA

CAN

[Signature]
AUTHORIZED SIGNATURES ARE VALID ON CHEQUES UNDER 150,000.00

⑈ 21375503 ⑆ ⑆ 000021003 ⑆ 00011689 ⑆ 0005296485 ⑆

Policy # 080203462

Printer ID: 1021 M
ID: 1021 M 1272462

22402-004
THE ROYAL BANK OF CANADA
03
03032014
22402-004

BACKMERS ONTARIO

[Handwritten notes and signatures]



**TRANSAMERICA LIFE
CANADA**

5000 Yonge Street, Toronto, ON M2N 7J8

Royal Bank of Canada
200 Bay Street
Royal Bank Plaza
Toronto, Ontario M5J 2J5

Reference No.
RAVINOV 12015164

Cheque No. 21375510

1 2 0 1 2 0 1 4

DATE M M D D Y Y Y Y

PAY/PAYEZ

**FIFTY-TWO THOUSAND NINE HUNDRED SIXTY-FOUR dollars and 85 cents

\$ ****52,964.85

TO THE ORDER OF / A L'ORDRE DE

F.S. HOLDCO 1382415 ONTARIO LT
290 THE QUEENSWAY SOUTH
KESWICK, ON
L4P 2B3 CA

CAN

DIGITIZED SIGNATURES ARE VALID ON CHECKS UNDER 2542 AND 2543

⑈ 21375510 ⑆ 00002 ⑆ 003 ⑆ 000 ⑆ 689 ⑆ 0 ⑆ ⑆ 0005 296485 ⑆

Policy # 080203463

Printer ID# 1021-M
ID # Imprimeur 1021-M 1272409

THE TORONTO DOMINION BANK
DEC 01 2014

BACK VERSO

4010
920066
5009300

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

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

Court File No.: 31-1932502

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

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

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

MOTION RECORD OF THE RECEIVER AND TRUSTEE

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
TORONTO, ON M5G 1V2
Fax: 416-597-3370

Michael B. Rotszain (LSUC #: 17086M)
Tel: 416-597-7870
Email: rotszain@gsnh.com

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

Court File No. 31-1932502

IN THE MATTER OF THE BANKRUPTCY OF
CRATE MARINE SALES LIMITED

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

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

MOTION RECORD OF THE RECEIVER AND TRUSTEE
(Motion for Preservation and Return of Funds, Disclosure of Documents and Contempt)

Vol. II

TAB O



An AEGON Company

Transamerica Life Canada
5000 Yonge Street
Toronto, ON M2N 7J8

FACSIMILE COVER SHEET

To: Peter Crawley
From: Client Services
Fax: 416-496-3839
Pages: 7
Phone:
Date: March 3, 2015
Re: Policy information
CC:

Urgent Confidential For Review Please Comment Please Reply

Comments:

Good afternoon Peter,

Thank you for your fax inquiry.

As requested, I have attached copies of the surrender cheques for the below policies:

Policy 080203458	Policy 080203461
Policy 080203459	Policy 080203462
Policy 080203460	Policy 080203463

If you have any questions or need additional assistance, please feel free to e-mail us at lifeservices@transamerica.ca or call us at 1-800-846-5970 (Monday to Friday, 8 a.m. to 7 p.m. ET).

Thank you for choosing Transamerica, the Tomorrow Makers.

Debbie Lynn
Client Service Specialist
Client Services - Correspondence Unit
Transamerica Life Canada
Phone: 1-800-846-5970
Fax: 1-800-661-7296
E-mail: lifeservices@transamerica.ca
Address: 5000 Yonge Street, Toronto, ON M2N 7J8

The contents of this fax transmission are intended for the use of the addressee only and may contain information that is privileged and confidential. If you are not the intended recipient, please be advised that any dissemination, distribution or copying of the content of this fax is strictly prohibited. If you have received this fax in error, please notify us immediately by calling the number noted above.



TRANSAMERICA LIFE CANADA

5000 Yonge Street, Toronto, ON M2N 7J8

Royal Bank of Canada
200 Bay Street
Royal Bank Plaza
Toronto, Ontario M5J 2J6

Reference No.
PANJALT 12015160

Cheque No. 21373497

1 2 0 1 2 0 1 4
DATE M M D D Y Y Y Y

PAY/PAYEZ
**EIGHTY-SIX THOUSAND EIGHT HUNDRED ONE dollars and 27 cents

\$ *[Signature]* ****86,801.27

TO THE ORDER OF / À L'ORDRE DE

CRATE HOLDINGS 1382416 ONTARIO
290 THE QUEENSWAY SOUTH
KESWICK, ON
L4P 2B3 CA

CAN

[Signature]
DONORS SIGNATURES ARE VALID ON CHEQUES UPON PRESENTATION

⑈ 2 1 3 7 5 4 9 7 ⑈ ⑆ 0 0 0 0 2 ⑆ 0 0 3 ⑆ 0 0 0 ⑆ 6 8 9 ⑆ 0 ⑆ ⑆ 0 0 0 8 6 8 0 1 2 7 ⑆

Policy # 080203458

Printer ID# 1021-M
ID# 1021-M L272456

250022604
RECEIVED
DEC 03 2014
22402.01

Endorsement / Signature or Stamp
Endossement / Signature ou Tampon

BACKYER ONTARIO
210294

0110
2110
0008680127

TOCT 2014284
TORONTO, ONTARIO



TRANSAMERICA LIFE
CANADA

5000 Yonge Street, Toronto, ON M2N 7J8

Royal Bank of Canada
200 Bay Street
Royal Bank Plaza
Toronto, Ontario M5J 2J5

Reference No.
RAVINDV12015181

Cheque No. 21375509

1 2 0 1 2 0 1 4
DATE M M O D Y Y Y Y

PAY/PAYEE

**EIGHTY-SIX THOUSAND EIGHT HUNDRED ONE dollars and 27 cents

\$ ****86,801.27

TO THE ORDER OF / A L'ORDRE DE

F.S. HOLDCO 1382415 ONTARIO LT
280 THE QUEENSWAY SOUTH
KESWICK, ON
L4P 2B3 CA

CAN

[Signature]
DIGITIZED SIGNATURES ARE VALID ON CHEQUES UNDER 125,000.00

⑈21375509⑈ ⑆00002⑆0003⑆ 000⑆86801.27⑆ ⑆0008680127⑆

Policy + 080203459

Primer 10# 1021-M
D d'Imprimerie 1021-M 1272463

201402-004	09
THE TORONTO ASSURANCE CO. LTD.	
DEC 03 2014	
BACKMENSCH	
20141204	
201402-004	

DOCT 20141204
TORONTO ENTERED

1010 6337

[Handwritten signature]

416-883-4829

13:29:58 03-03-2015

4/7

**TRANSAMERICA LIFE
CANADA**
5000 Yonge Street, Toronto, ON M2N 7J8

Royal Bank of Canada
200 Bay Street
Royal Bank Plaza
Toronto, Ontario M5J 2J8

Reference No.
RACHPAD 12015188

Cheque No. 21375502

1 2 0 1 2 0 1 4

DATE M M D D Y Y Y Y

PAY/PAYEZ
THIRTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-SEVEN dollars and 39 cents

\$ 37,557.39

TO THE ORDER OF / À L'ORDRE DE

F.S. HOLDCO 1382415 ONTARIO LT
280 THE QUEENSWAY SOUTH
KESWICK, ON
L4P 2B3 CA

CAN

DEPOSITED SIGNATURES ARE VALID ON CHEQUES UNDER CAN JUS

⑆ 21375502 ⑆ ⑆00002⑆003⑆ 000⑆689⑆0⑆ ⑆0003755739⑆

Policy + 080203460

Printer ID# 1021-11
ID# 1021-11 212461

22000-004 05
THE TORONTO-DOMINION BANK
DEC 11 3 2014
KESWICK BRANCH L2027
22402-004

Endorsement - Signature of Signatory
Endorsement - Signature of Undertaker
BACK VERSO ONLY
214024

080203460

416-883-4829

13:30:41 03-03-2015

5/7

TRANSAMERICA LIFE
CANADA
 5000 Yonge Street, Toronto, ON M2N 7J8

Royal Bank of Canada
 200 Bay Street
 Royal Bank Plaza
 Toronto, Ontario M5J 2J5

Reference No.
 PANJALY 12019163

Cheque No. 21375498

1 2 0 1 2 0 1 4
 DATE M M D D Y Y Y Y

PAY/PAYEZ
 **THIRTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-SEVEN dollars and 38 cents

\$ *d* 37,557.39

TO THE ORDER OF / À L'ORDRE DE

CRATE HOLDINGS 1382418 ONTARIO
 250 THE QUEENSWAY SOUTH
 KESWICK, ON
 L4P 2B3 CA

CAN

D. [Signature]

DIGITIZED SIGNATURES ARE VALID ON CHEQUES UNDER ENLISELMENT

⑈ 21375498 ⑆ ⑆ 000021003⑆ 00010689000 ⑆ 0003755739 ⑆

Policy # 080203661

Printer ID: 1021-M
 ID: 1021-M-12172157

THE TORONTO STAR
 DEC 03 2014
 BACK TO FRONT
 2014284

0788
1000
1000

TYPE 2014284
 TORONTO - ONTARIO

21375498

416-883-4829

13:31:21 03-03-2015

6/7

**TRANSAMERICA LIFE
CANADA**

5000 Yonge Street, Toronto, ON M2N 7J8

Royal Bank of Canada
200 Bay Street
Royal Bank Plaza
Toronto, Ontario M5J 2J5

Reference No.
RACHPAD 12616162

Cheque No. 21375503

1 2 0 1 2 0 1 4

DATE M M O D Y Y Y Y

PAY/PAYEZ

**FIFTY-TWO THOUSAND NINE HUNDRED SIXTY-FOUR dollars and 85 cents

\$ *[Signature]* 52,984.85

TO THE ORDER OF / A L'ORDRE DE

CRATE HOLDINGS 1382416 ONTARIO LTD.
280 THE QUEENSWAY SOUTH
KESWICK, ON
L4P 2B3 CA

CAN

[Signature]
ENDORSED SIGNATURES ARE VALID ON CHEQUES UNDER SEC. 68(1)

⑆ 21375503⑆ ⑆00002⑆003⑆ 000⑆689⑆00⑆ ⑆0005296485⑆

Policy # 080203462

Printer ID# 1021-M
ID # Imprimeur 1021-M 272482

22403-004 03
THE ROYAL BANK OF CANADA
03032014
22403-004

BACK IN ONTARIO
2015

[Handwritten]
CHUC
272482



**TRANSAMERICA LIFE
CANADA**

5009 Yonge Street, Toronto, ON M3N 7J8

Royal Bank of Canada
200 Bay Street
Royal Bank Plaza
Toronto, Ontario M5J 2J5

Reference No.
RAVINDY 12015184

Cheque No. 21375510

1 2 0 1 2 0 1 4
DATE M M D D Y Y Y Y

PAY/PAYEZ

**FIFTY-TWO THOUSAND NINE HUNDRED SIXTY-FOUR dollars and 85 cents

\$ **52,964.85

TO THE ORDER OF / A L'ORDRE DE

F.B. HOLDCO 1382415 ONTARIO LT
290 THE QUEENSWAY SOUTH
KESWICK, ON
L4P 2B3 CA

CAN

[Handwritten Signature]
DIGITALLY SIGNED AND VERIFIED ON CHECKS UNDER ECAS REG. NO.

⑈ 21375510⑈ ⑆00002⑈003⑆ 000⑈689⑈0⑈ ⑆0005296485⑈

Policy # 080203463

Printer ID# 1021-M
ID# Impression 1021-M 1272409

THE TORONTO MORTGAGE BANK
DEC-03-2014
TORONTO ONTARIO

Endorser's Signature or Stamp
Endorser's Signature or Stamp

BACK VERSO

4010
9 6 0 0 6 1
010093005

TAB P



Transamerica Life Canada
5000 Yonge Street
Toronto, ON M2N 7J8

FACSIMILE COVER SHEET

To: Peter Crawley

From: Soufiane Elmarouri

At:

Date: March 5, 2015

Fax #: 4164963839

of Pages: 6

Re:

CC:

Urgent

Confidential

For Review

Response Required

Comments:

Good Morning Peter,

Thank you for your email.

Please find enclosed a response to your question regarding policies 1. 080203458 2. 080203459 3. 080203460 4. 080203461 5. 080203462 6. 080203463

If you have any questions or need additional assistance, please feel free to e-mail us at lifeservices@transamerica.ca or call us at 1-800-846-5970 (Monday to Friday, 8 a.m. to 7 p.m. ET). Thank you for choosing Transamerica, the Tomorrow Makers. Soufiane Elmarouri Customer service representative Transamerica Life Canada Phone: 1-800-846-5970 Fax: 1-800-661-7296 E-mail: lifeservices@transamerica.ca Address: 5000 Yonge Street, Toronto, ON M2N 7J8 The information contained in and/or attached to this message may be confidential and is intended to be delivered to the recipient(s) named above. If you are not an intended addressee (or responsible for delivery of the message to such person), you are requested to destroy this message and kindly notify the sender by reply email

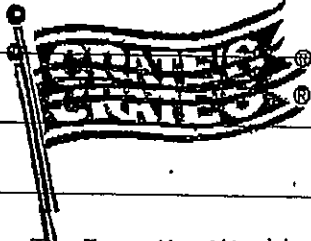
(Page 1 of 1)

Dec. 1, 2014 10:43AM
NOV/28/2014/FRI 12:55 PM

IFCG LANGSTAFF
CRATES

FAX No. 9054766308

No. 0109 P. 6
P. 005



CRATE MARINE SALES LTD.
CRATE MARINE SALES LTD.

295 The Executive Wealth Management Group
1700 Lanstaff Road
Suite 1001
Concord, ON
L4K 3S3
Tel: 905 476-4552 • Fax: 905 476-8308
Email: sales@crates.com • web: www.crates.com

The Executive Wealth Management Group

1700 Lanstaff Road

Suite 1001

Concord, ON

L4K 3S3

Attention: Mr. Jim Davis

Re: Crate Holdings 1382415, Policy 080203459 - Insured Lynn Marko

Further to our conversation of Nov 27, 2014, we are writing to confirm that we would like to withdraw the maximum amount of cash value without surrendering the policy as our intentions are to keep the policies in place.

Thank You,

Crate Holdings 1382415 Ontario Ltd.

Lynn Marko
Secretary

Steve Cial
President

Jim Cial
Vice President

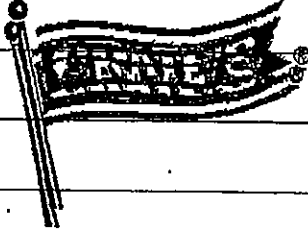
(Page 1 of 1)

Dec. 1. 2014 10:42AM
NOV/28/2014/FRI 12:55 PM

IFCG LANGSTAFF
CRATES

PAX No. 9054766308

No. 0109 P. 5
P. 004



CRATE MARINE SALES LTD.

290 The Queensway South, Kocwick, Ontario L4P 0B9
290 The Queensway South, Kocwick, Ontario L4P 0B9
Phone: 905-458-4558 Fax: 905-476-6308
Email: sales@crates.com Web: www.crates.com

The Executive Wealth Management Group

1700 Lanstaff Road

Suite 1001

Concord, ON

L4K 3S3

Attention: Mr. Jim Davis

Re: Crate Holdings 1382416 Ontario Ltd. Policy 080203458 - Insured Lynn Marko

Further to our conversation of Nov 27, 2014, we are writing to confirm that we would like to withdraw the maximum amount of cash value without surrendering the policy as our intentions are to keep the policies in place.

Thank You.

Crate Holdings 1382416 Ontario Ltd.

Secretary

President

Vice - President

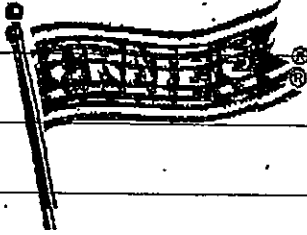
(Page 1 of 1)

Dec. 1. 2014 10:43AM
NOV/28/2014/PRI 12:55 PM

IFCG LANGSTAFF
CRATES

FAX No. 9054768308

No. 0109 P. 7
P. 006



GRATE MARINE SALES LTD.
250 The Millway Unit 100, Keswick, Ontario M7M 2G9
Tel: 905-476-8308 Fax: 905-476-8308
Email: sales@grates.com Web: www.grates.com

The Executive Wealth Management Group

1700 Lanstaff Road

Suite 1001

Concord, ON

L4K 3S3

Attention: Mr. Jim Davis

Re: F.S. Holdco 1382415 Ontario Ltd. Policy 080203463 - Insured Greg Crate

Further to our conversation of Nov 27, 2014, we are writing to confirm that we would like to withdraw the maximum amount of cash value without surrendering the policy as our intentions are to keep the policies in place.

Thank You.

F.S. HoldCo 1382415 Ontario Ltd.

Lynne Marko
SECRETARY

J. J. ...
PRESIDENT

Aug Crate
VICE PRESIDENT

Dec. 1, 2014 10:42AM
NOV/28/2014/KRI 12:54 PM

IFCG LANGSTAFF
CRATES

FAX No. 9054766308

No. 0109 P. 3
P. 002



CRATE MARINE SALES LTD.

200 The Greenway South, Keswick, Ontario L4P 2B3
300 The Greenway South, Keswick, Ontario L4P 2B3
Tel: 905 476 6308 Fax: 905 476 6308
Email: sales@crates.com Web: www.crates.com

The Executive Wealth Management Group

1700 Lanstaff Road

Suite 1001

Concord, ON

L4K 3S3

Attention: Mr. Jim Davis

Re: Crate Holdings 1382416 Ontario Ltd. Policy 080203462 - Insured Greg Crate

Further to our conversation of Nov 27, 2014, we are writing to confirm that we would like to withdraw the maximum amount of cash value without surrendering the policy as our intentions are to keep the policies in place.

Thank You.

Crate Holdings 1382416 Ontario Ltd

Secretary

President

Vice-President

(Page 1 of 1)

Dec. 1, 2014 10:42AM IFCC LANGSTAFF No. 0109 P. 4
NOV/28/2014/ARI 12:55 PM CRATES FAX No 9054766308 P. 003



GRATE MARINE SALES LTD.
GRATE MARINE SALES LTD.

800 The Greenway North Keswick Ontario M3J 3B9
Tel.: 806 476-4552 • Fax: 905 476-6308
E-mail: sales@crates.com • web: www.crates.com

The Executive Wealth Management Group
1700 Lanstaff Road
Suite 1001
Concord, ON
L4K 3S3
Attention: Mr. Jim Davis

Re: ~~Crate Holdings 1382416~~, Policy 080203461 - Insured Steve Crate

Further to our conversation of Nov 27, 2014, we are writing to confirm that we would like to withdraw the maximum amount of cash value without surrendering the policy as our intentions are to keep the policies in place.

Thank You.

Crate holdings 1382416 Ontario Ltd.

Secretary

President

Vice - President

(Page 1 of 1)

Dec. 1. 2014 10:42AM
NOV/28/2014/FRI 12:54 PM

IFCG-LANGSTAFF
CRATES

FAX No. 9054766308

No. 0109 P. 2
P. 001



CRATES MARINE SALES LTD.

259 The Boardwalk South, Concord, Ontario L4K 3S3
Tel: 905-476-6308 Fax: 905-476-6308
E-mail: sales@crates.com Web: www.crates.com

The Executive Wealth Management Group

1700 Lanstaff Road

Suite 1001

Concord, ON

L4K 3S3

Attention: Mr. Jim Davis

Re: F.S. Holdco 1382415 Ontario Ltd. Policy 080203460 - Insured Steven Crate

Further to our conversation of Nov 27, 2014, we are writing to confirm that we would like to withdraw the maximum amount of cash value without surrendering the policy as our intentions are to keep the policies in place.

Thank You.

F.S. HoldCo 1382415 Ontario Ltd.

Secretary

President

Vice - President

TAB Q

Request ID: 017386931
Transaction ID: 58931765
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2015/03/04
Time Report Produced: 15:09:14
Page: 1

BUSINESS NAMES REPORT

Business name registered under
the *Business Names Act*

F.S. HOLDCO

Business Identification Number

241156124

Business Type

BUSINESS NAME - CORPORATION

Mailing Address

290 THE QUEENSWAY SOUTH

KESWICK
ONTARIO
CANADA, L4P 2B3

Business Address in Ontario

290 THE QUEENSWAY SOUTH

KESWICK
ONTARIO
CANADA, L4P 2B3

Activity being carried out

SALES AND SERVICE OF BOATS

Registration Date

2014/12/03

Expiry Date

2019/12/02

Renewal Date

NOT APPLICABLE

Amendment Date(s)

NOT APPLICABLE

Last Document Filed

NEW REGISTRATION

Cancellation Date

NOT APPLICABLE

Last Document Filed Date

2014/12/03

Request ID: 017386931
Transaction ID: 56931765
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2015/03/04
Time Report Produced: 15:09:14
Page: 2

BUSINESS NAMES REPORT

Business name registered under
the *Business Names Act*

F.S. HOLDCO

Business Identification Number

241156124

Business Type

BUSINESS NAME - CORPORATION

Corporation Name

1382415 ONTARIO LTD.

Corp. Registered/Head Office Address

290 THE QUEENSWAY SOUTH

KESWICK
ONTARIO
CANADA, L4P 2B3

Corporate Number

1382415

Jurisdiction of Corporation

ONTARIO

Corporation Status

ACTIVE

Person Authorizing the Registration

CRATE,
GREG

This Report sets out the most recent information registered on or after April 1, 1994 and recorded in the Ontario Business Information System as of the last business day.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Request ID: 017386819
Transaction ID: 56931412
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2015/03/04
Time Report Produced: 14:57:39
Page: 1

BUSINESS NAMES REPORT

Business name registered under
the *Business Names Act*

CRATE HOLDINGS

Business Identification Number

241156173

Business Type

BUSINESS NAME - CORPORATION

Mailing Address

290 THE QUEENSWAY SOUTH

KESWICK
ONTARIO
CANADA, L4P 2B3

Business Address in Ontario

290 THE QUEENSWAY SOUTH

KESWICK
ONTARIO
CANADA, L4P 2B3

Activity being carried out

SALES AND SERVICE OF BOATS

Registration Date

2014/12/03

Expiry Date

2019/12/02

Renewal Date

NOT APPLICABLE

Amendment Date(s)

NOT APPLICABLE

Last Document Filed

NEW REGISTRATION

Cancellation Date

NOT APPLICABLE

Last Document Filed Date

2014/12/03

Request ID: 017386819
Transaction ID: 56931412
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2015/03/04
Time Report Produced: 14:57:39
Page: 2

BUSINESS NAMES REPORT

Business name registered under
the *Business Names Act*

CRATE HOLDINGS

Business Identification Number

241156173

Business Type

BUSINESS NAME - CORPORATION

Corporation Name

1382416 ONTARIO LTD.

Corp. Registered/Head Office Address

290 THE QUEENSWAY SOUTH

KESWICK
ONTARIO
CANADA, L4P 2B3

Corporate Number

1382416

Jurisdiction of Corporation

ONTARIO

Corporation Status

ACTIVE

Person Authorizing the Registration

CRATE,
GREG

This Report sets out the most recent information registered on or after April 1, 1994 and recorded in the Ontario Business Information System as of the last business day.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

TAB R

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

Office 416.497.0150
Fax 416.496.3839

www.farberfinancial.com

Peter Crawley, MBA, CPA, CA, CIRP
Direct: (416) 496-3507
Email: pcrawley@farberfinancial.com

March 4, 2014

By Email: deb.irvine@td.com

Toronto Dominion Bank
23532 Woodbine Avenue
Keswick, Ontario L4P 0E2

Dear Ms. Irvine:

In the Matter of the Receivership and 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. ("Crate Marine" or the "Companies")

Following up on our telephone conversation this morning, please be advised that A. Farber & Partners Inc. was appointed receiver of all assets, undertakings and properties of the Companies on December 8, 2014. Attached is a copy of the amended appointment order dated December 8, 2014 signed by the Honourable Mr. Justice Newbould (the "Appointment Order").

We are advised and have documentary evidence that three (3) cheques payable to "FS Holdco 1382415 Ontario Ltd." were deposited to account number 5009326 at your branch on December 3, 2014, and that three (s) cheques payable to "Crate Holdings 1382416 Ontario Ltd." were deposited to account 5009342 at your branch on December 3, 2014.

In accordance with paragraphs 5 and 6 of the Appointment Order, we hereby require that you freeze the aforementioned bank accounts, and any other bank accounts at the Toronto Dominion Bank held by any of the named Companies, **immediately** and send us copies of all records in your possession relating to these bank accounts, including without limitation agreements respecting the opening and operating of the bank accounts, bank statements showing activity up to today's date, and documentation provided to you in connection with deposits and withdrawals for the accounts. Please also provide all details in respect of all withdrawals from the bank accounts, including cancelled cheques and transfer details.

No amounts can be withdrawn from these accounts without our prior written authorization. Please confirm to us in writing, **immediately** that you will abide by this instruction.

Thank you for your assistance in this matter.

**A. Farber & Partners Inc., Court Appointed Receiver
and Bankruptcy Trustee**

Per: Peter Crawley, MBA, CPA, CA, CIRP

Encl.

TAB S

APPL: CPA TRAN: EAF
BR #: 2240

ID: _____
DEPOSIT ACCOUNT HISTORY
FINANCIAL ENQUIRY

BR #: 2240 ACCOUNT: 5009326 BMA - EDA SHORTNAME: F.S. HOLDCO
FROM: 12 / 01 / 2014 TO: 03 / 05 / 2015 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
-	12/03/2014	OPEN ACCOUNT	0.00 CR	
-	12/03/2014	DEPOSIT		
-	12/05/2014	TRANSFER	177,323.51 CR	177,323.51
-	12/05/2014	CHQ#00001-0500045993	160,000.00 DR	
-	12/08/2014	CHQ#00003-0100527517	5,000.00 DR	12,323.51
-	12/11/2014	CLOSE ACCOUNT	5,400.00 DR	6,923.51
			6,923.51 DR	0.00

FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT
USER ID: IRVIND2 PSWD: _____

1/HELP 3/END 4/MENU 5/PRINT 7/BKWD 8/FWD . 12/LOGOFF
IMSTX TDASHF LTRM M1500140 MOD DASHFEO 2015-03-05 11.52

APPL: CPA TRAN: EAF
BR #: 2240

ID: _____
DEPOSIT ACCOUNT HISTORY
FINANCIAL ENQUIRY

SC: _____
PAGE 1 OF 1

BR #: 2240 ACCOUNT: 5009342 BMA - EDA SHORTNAME: CRATE HOLDIN
FROM: 12 / 01 / 2014 TO: 03 / 05 / 2015 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
-	12/03/2014	OPEN ACCOUNT	0.00 CR	
-	12/03/2014	DEPOSIT	177,323.51 CR	177,323.51
-	12/11/2014	CLOSE ACCOUNT	177,323.51 DR	0.00

FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT
USER ID: IRVIND2 PSWD:

1/HELP 3/END 4/MENU 5/PRINT 7/BKWD 8/FWD 12/LOGOFF
IMSTX TDASHF LTRM M1500140 MOD DASHFEO 2015-03-05 11.53

TAB T

ACCOUNT CLOSE AUTHORIZATION

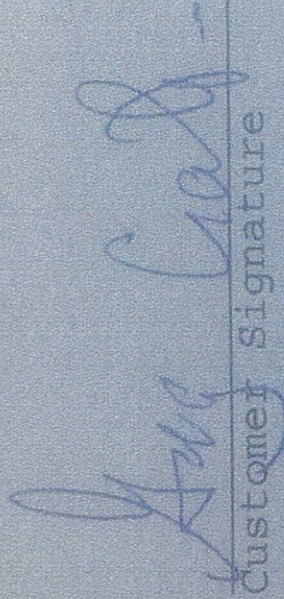
1382415 ONTARIO LTD.

DEC 11

Account 5009326 -

Close the above account in the amount of funds to account 6096110 - 2240.

\$6,923.51 and credit the


Customer Signature

File Copy


Customer Signature

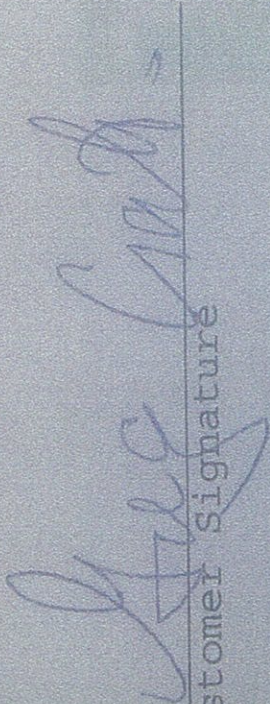
ACCOUNT CLOSE AUTHORIZATION

DEC 11 2014

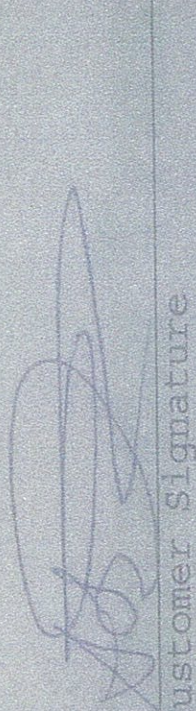
1382416 ONTARIO LTD.

Account 5009342 - 2240

Close the above account in the amount of \$177,323.51 and credit the funds to account 6096110 - 2240.


Customer Signature

File Copy


Customer Signature

TAB U

Court File #: 31-1932502
31-1932534
31-1932540
31- 1932557
31- 1932548
31- 1932553
31- 1932555

ONTARIO
SUPERIOR COURT OF
JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE PROPOSAL OF
CRATE MARINE SALES LIMITED, F.S. CRATE MARINE LTD.,
1282648 ONTARIO LTD., 1328559 ONTARIO LTD., 1330732 ONTARIO LTD.,
1382415 ONTARIO LTD., 1382416 ONTARIO LTD.
OF THE TOWN OF KESWICK
IN THE PROVINCE OF ONTARIO

FIRST REPORT TO COURT OF PROPOSAL TRUSTEE

DATED NOVEMBER 21, 2014

INTRODUCTION

1. On November 4, 2014, Crawmet Corp. ("Crawmet") issued to Crate Marine Sales Limited ("Crate") a Notice of Intention to Enforce on Security ("Notice to Enforce") pursuant to section 244 of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c.B-3 (the "BIA"). Enclosed as Appendix "A" is a copy of Crawmet's Notice to Enforce.
2. On November 14, 2014 (the "Filing Date"), Crate Marine Sales Limited, F.S. Crate Marine Ltd., 1282648 Ontario Ltd., 1328559 Ontario Ltd., 1330732 Ontario Ltd., 1382415 Ontario Ltd., 1382416 Ontario Ltd. (collectively, the "Debtors" or the

"Companies") filed with the Official Receiver Notices of Intention to Make a Proposal ("**NOI**") to its creditors and named Dodick Landau Inc. ("**DLI**") as Proposal Trustee (the "**Proposal Trustee**"). Enclosed as **Appendix "B"** are the Certificates of Filing of the NOI.

3. This first report (the "**Report**") of the Proposal Trustee is made in connection with the motion of Crawmet requesting an order:
 - i. pursuant to section 50.4(11) of the BIA, declaring that the period for filing a proposal by the Debtors be terminated;
 - ii. appointing A. Farber & Partners Inc. ("**Farber**") as receiver over the properties, assets and undertakings of some of the Debtors and substituting Farber as bankruptcy Trustee of some of the Debtors; and
 - iii. declaring that the stay of proceedings referred to in section 69(1) of the BIA no longer operates in respect of Crawmet with respect to some of the Debtors.

DISCLAIMER

2. In preparing this Report, the Proposal Trustee has relied upon certain unaudited, draft and/or internal financial information, the Debtors' books and records, discussions with the management of the Company ("**Management**") and information from other third-party sources (collectively, the "**Information**"). Except as described in this Report:
 - i. the Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook and, accordingly, the Proposal Trustee expresses no opinion or other form of assurance in respect of the Information; and

- ii. the Proposal Trustee has prepared this Report in its capacity as a Court appointed officer and has made a copy of this Report available on the Proposal Trustee's website at www.dodick.ca for purposes of Crawmet's motion returnable November 21, 2014. Parties using this Report, other than for the purpose of the motion, are cautioned that it may not be appropriate for their purposes.
3. Unless otherwise stated, all monetary amounts contained herein are in Canadian dollars.

BACKGROUND

Operations

4. Crate was established in 1931 in Keswick, Ontario and is owned and operated by the third and fourth generation members of the Crate family.
5. At the date of the filing of the NOIs, Crate employed 74 people at the following four marina locations (the "Marinas"):
 - i. 290 The Queensway S., Keswick, Ontario, L4P 2B3
 - ii. 951A Rue Principale, St.-Paul-Ile-Aux-Noix, Quebec, J0J 1G0
 - iii. 150 Laguna Parkway, Brechin, Ontario, L0K 1B0
 - iv. 1354 Metro Rd. N., Willow Beach, Ontario, L0E 1F0
6. Crate is the sole operating company among the group of Companies. The remaining Debtors are the owners of various lands in Keswick, Ontario on which Crate operates its largest marina or are holding companies. Crate's other three marina locations operate from leased facilities.
7. Crate is engaged in:
 - i. selling new and pre-owned boats/yachts up to 60 feet long:

- i. from its inventory located at its Keswick and Quebec locations;
 - ii. by special order directly from the boat/yacht manufacturers (in the case of new boats only);
 - iii. on consignment for a manufacturer or an individual boat owner;
 - iv. as a broker in a transaction between individual boat owners; and
 - ii. providing services to its customers including:
 - i. removal of boats from the water, winterization of boats (which remains in progress) and storage of boats on land over the Winter;
 - ii. servicing/maintaining customer boats throughout the year, as required;
 - iii. placing customer boats in the water in the Spring; and
 - iv. providing various facilities to boat owners on its grounds.
8. According to Crate's management, the marinas currently hold over 700 boats/yachts belonging to third-party individual owners with an estimated value in excess of \$70 million. Crate pays approximately \$23,000 per month for various insurance coverages including insurance associated with the services it provides to its customers.
9. It should be noted that the Notice to Enforce, and the relief requested by Crawmet in its motion materials, excludes the Debtors 1382415 Ontario Ltd., 1382416 Ontario Ltd. (the "Additional Debtors") who also each filed an NOI. If the relief that Crawmet is seeking is granted by the Court, then Farber should also be substituted as bankruptcy Trustee of the Additional Debtors.

KESWICK MARINA PROPERTIES

10. Enclosed as **Appendix "C"** to this Report is a schedule of the properties (the "**Property Schedule**") most of which make up the Keswick, Ontario marina. We understand that the Property Schedule was recently prepared by the Debtors' external corporate legal counsel. The Property Schedule is also referenced to a property index map (the "**Map**") of the area.
11. The Property Schedule includes the owner, PIN number and chargee/lienholder in reference to the Map. According to the Property Schedule, Crawmet is a chargee/lienholder in either the first, second or third security position on the properties referenced as numbers 10, 11, 12 and 13 on the Property Schedule.
12. In addition to Crawmet, there are an additional 10 chargee/lienholders listed on the Property Schedule in either the first, second or third security positions. In particular, Dwight Powell Investments Inc. and Dwight Powell are first and second secured chargee/lienholders, respectively, on the properties referenced as numbers 11, 12 and 13 ("**Powell Properties**") on the Property Schedule and Map. The Powell Properties comprise a significant portion of the Keswick marina lands and provide access to approximately 80% of the Keswick marina boat slips operated by Crate. Based on the Property Schedule, Crawmet has a third secured interest in the Powell Properties.

CREDITORS

13. Following its appointment, the Proposal Trustee distributed the NOI to over 170 creditors of the Debtors totalling approximately \$30.2 million in secured and unsecured debt. Enclosed as **Appendix "D"** is the list of creditors who received a copy of the NOI.
14. Since the NOI was filed, the Proposal Trustee has had preliminary discussions with various secured /unsecured creditors and boat owners in relation to ongoing operations, cash flow and the proposal.

15. The Proposal Trustee requested a meeting with Crawmet on three occasions to discuss its concerns, however, to date, Crawmet has not responded to the Proposal Trustee's request.

MONITORING

16. Since the date of its appointment on November 14, 2014, the Proposal Trustee has:
- i. prepared, with the assistance of Management, a consolidated cash flow forecast which it intends to file on Monday, November 24, 2014, 10-days from the filing of the NOI;
 - ii. instituted a cash disbursement monitoring program which includes the requirement that all cash disbursements be approved by the Proposal Trustee in advance of payment;
 - iii. required that all new and pre-owned boat sales be approved by the Proposal Trustee in advance of finalizing such sales; and
 - iv. assisted the Debtors in identifying opportunities to reduce operating costs which are in process of being implemented.
17. Crawmet's motion includes an allegation that, immediately prior to the filing of the NOI, Crate had transferred back to the manufacturer a boat from the Keswick marina valued at approximately \$1.0 million and received in return \$200,000. The Proposal Trustee has spoken with the manufacturer's in-house counsel, who has indicated that it will address this complaint directly with the Court.
18. Crawmet has also included in its motion material information relating to boats which it claims were owned by Crawmet, and which were sold by Crate prior to the filing of the NOI, and alleges that the proceeds of sale of these boats were not remitted to Crawmet. The Proposal Trustee has not had sufficient time to review the documentation provided by Crawmet with regard to these boat transactions, as the documentation was only

received by the Proposal Trustee, along with Crawmet's motion material, on November 20, 2014 at 12:30 p.m.

19. According to Crawmet's motion material, Crate owes \$6 million for accrued unremitted HST. The Proposal Trustee requested more information from Crate's Management with regards to HST. According to Management, the actual amount owing to the Canada Revenue Agency for HST is unknown at this time and further work needs to be done to calculate the amount owing which is in process.

CONCLUSION

20. The Proposal Trustee understands that the Debtors intend to request that the Court adjourn the hearing of Crawmet's motion for approximately one week in order to allow the Debtors more time to review Crawmet's motion material and respond to its complaints.
21. The Trustee also understands that the Debtors' counsel have been in Pheonix, Arizona at a firm conference since November 19, 2014 and have not had sufficient time to review Crawmet's motion material and are sending an agent to the hearing to request the adjournment. The Debtors' counsel informed Crawmet's counsel of this scheduling conflict on November 19, 2014.
22. The Proposal Trustee is of the view that an adjournment will ensure that Crawmet's complaints are still addressed in a timely fashion while the interests of all the secured and unsecured creditors may be considered in the process. In the interim, the Proposal Trustee will continue to monitor the Debtors on behalf of the creditors and the Court.

All of which is respectfully submitted this 21st day of November, 2014.

DODICK LANDAU INC.

In its capacity as the Proposal Trustee of
Crate Marine Sales Limited ("Crate"), F.S. Crate Marine Ltd.,
1282648 Ontario Ltd., 1328559 Ontario Ltd., 1330732 Ontario
Ltd., 1382415 Ontario Ltd., 1382416 Ontario Ltd. and not in
its personal capacity.

Per:

A handwritten signature in black ink, appearing to read "Rahn Dodick".

Rahn Dodick, CPA, CIRP
President

TAB V

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

BETWEEN:

Court File No. 31-1932502

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

BETWEEN:

Court File No. 31-1932534

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

BETWEEN:

Court File No. 31-1932548

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

BETWEEN:

Court File No. 31-1932557

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

BETWEEN:

Court File No. 31-1932540

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

BETWEEN:

Court File No. 31-1932555

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
1382416 ONTARIO LTD.**

BETWEEN:

Court File No. 31-1932553

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
1382415 ONTARIO LTD.**

AFFIDAVIT OF STEVEN CRATE
(Sworn November 28, 2014)

I, STEVEN CRATE, of the Town of Georgina, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am the President and a Director of each of Crate Marine Sales Limited ("Crate"), F.S. Crate & Sons Limited ("F.S."), 1282648 Ontario Ltd. ("128"), 1328559 Ontario Ltd. ("138"), 1382416 Ontario Ltd. ("416 Holdco"), 1382415 Ontario Ltd. ("415 Holdco") and 1330732 Ontario Ltd. ("133"), and together with Crate, F.S., 128, 138, 416 Holdco, 415 Holdco, and 133, collectively, the "Debtors"). Accordingly, I have personal knowledge of the facts and matters to which I hereinafter depose, save and except for such facts stated to be based on information provided to me by others, in which case I verily believe such information to be true.

INTRODUCTION

2. This affidavit is sworn in response to the motion by Crawmet Corp ("Crawmet") for the appointment of A. Farber & Partners Inc. ("Farber") as receiver over the Debtors' assets, property and undertakings.
3. As described in greater detail below, the Debtors have sustained significant losses and are facing a liquidity crisis. On November 4, 2014, following default by Crate in making certain payments to Crawmet, Crawmet delivered a notice of its intention to enforce its security pursuant to the *BIA*. After consulting with their professional advisors, the Debtors are of the view that it is in the best interest of all of their stakeholders to avoid a receivership, and allow the business to continue as a going concern while the Debtors pursue a restructuring of their business and assets. Accordingly, on November 14, 2014, the Directors of each of the Debtors resolved to have each of the Debtors file a Notice of Intention to Make a Proposal pursuant to section 50.4 of the *BIA* (the "NOIs"). Copies of the Certificates of Filing of the NOIs issued by the Office of the Superintendent of Bankruptcy in respect of the Debtors are attached hereto and marked collectively as

Exhibit "A". Each NOI named Dodick Landau Inc. (the "Trustee") as proposal trustee in connection with the Debtors' proposal proceedings.

BACKGROUND

4. Crate is a family owned business which has operated for over 80 years. My grandfather, Fred Crate started the business in the summer of 1930, as a fishing boat rental operation. During the 1940's, my grandfather capitalized upon his knowledge of boat building and expanded his expertise from small fishing boats to launches and cruisers, many of which were custom built and are still in service today. In the 1950's, my father, Lloyd Crate joined the business and it soon became Chris Kraft's largest dealer in Canada. In the 1960's, building upon the strong work ethic carried over from earlier generations, and their acute knowledge of boats, my father expanded the business and achieved significant growth. My father Lloyd Crate passed away 3 months ago.
5. Today, Crate is a full-service boat, yacht and sport yacht dealership. It operates four marina locations, located in Keswick, Lagoon City, Willow Beach and Quebec. In addition, Crate operates a sales office in Port Credit.
6. Crate is both the largest dealer for Carver yachts in the world, and a top dealer of Regal Sport Boats and Sport yachts, Marquis Yachts, Cruisers Yachts and Cruisers Sport Sales.
7. Crate has been featured in numerous marine publications, including Boating Industry Canada and Canadian Yachting. True copies of some of these articles are attached hereto as Exhibit "B". In addition, a video tour of the Keswick Marina can be viewed at http://youtu.be/eAWOe_tfoxQ.

SUMMARY REGARDING OPPOSITION TO RECEIVERSHIP

8. The following points will be discussed in greater detail in this my affidavit, but in summary:
- a. the Debtor's marine business is essentially shut down for the winter and with both the Proposal Trustee and Interim Receiver (the "IR") in place, all creditors can be assured that there can be no depletion of assets. Therefore there is no urgency;
 - b. the Debtors have been working with the IR to preserve their assets, including by entering into an agreement to have a third party service provider secure all electronic records and data on terms acceptable to the IR and the Debtors;
 - c. it is too early for a creditor to conclude with certainty that it will not support any Proposal, as the Debtors may be able to negotiate a financing or asset purchase which would be acceptable to all creditors, including Crawmet, and the Court;
 - i. the Debtors received today an asset purchase Letter of Intent, and more time is required to negotiate with the offeror;
 - ii. the Debtors are in negotiations with four interested lenders, all of whom are conducting due diligence but need more time before being in a position to submit refinancing offers in respect of some or all of the Debtors' secured debt;
 - d. the Debtors have taken various steps to reduce costs, including 50% reductions in my, Lynn and Greg's monthly compensation and are, cash flow positive as at December 19, 2014;
 - e. introduction of the IR has reduced management's ability to work on developing a viable proposal as a significant amount of time has had to be devoted to dealing

with IR information requests and customer issues arising due to various steps taken by the IR (including posting full receivership signage and reaching out to suppliers and customers). This has had an immediate and direct impact on accounts receivable and slip collections, to the detriment of the Debtors; and

- f. Crate is an important employer and 80 year old institution in Keswick.
9. Given the above points and the fact that the Debtors have only had one week since the Receivership application was filed, more time should be given to see if the terms of an acceptable proposal can be advanced.

CORPORATE STRUCTURE, ASSETS AND SECURED CREDITORS

10. The Debtors are all related companies, forming part of single corporate group. Crate is the only operating company in the corporate group. All the Debtors own real property except two holding companies, 416 and 415 Holdco. Attached hereto as **Exhibit "C"** is a true copy of a chart detailing the corporate structure of the Debtors.
11. The directors of each of the Debtors are my brother, Gregory Crate ("Greg"), my sister, Lynn Crate ("Lynn") and me. The registered head office of each of the Debtors is located at 290 The Queensway South in Keswick, Ontario.
12. Attached hereto as **Exhibit "D"** is a PIN map setting out the location and ownership of the real properties held by the Debtors.

Crate Marine Sales Limited

13. Crate operates the marina and boat sales business at all four locations.

14. All shares in Crate are held by 416 Holdco. The shares of 416 Holdco, in turn, are held by Lloyd Crate's ("Lloyd") estate, Greg, Lynn, and me.
15. Crate owns the real property municipally known as 7/8 Mac Avenue, Keswick, Ontario ("7/8 Mac") (PIN# 03475-0135) (designated as #6 in Exhibit D).
16. Uplands Charitable Foundation holds a first mortgage in the amount of \$1,000,000 over 7/8 Mac. Dwight Powell Investments Inc. ("DPI") holds a second mortgage over 7/8 Mac as security in the total amount of \$7,500,000 (the "DPI Mortgage")
17. The certified *Personal Property Security Act* ("PPSA") search results in respect of Crate, a true copy of which is attached hereto and marked as Exhibit "E", reveals the following security interests registered against Crate:

	Creditor	File #	Registration Period (years)	Date (yyyy/mm/dd)	Collateral	VIN	Amount
1.	Irwin Jacobs	700355052	1	2014-10-02	2011 Cruisers Model 35	CDSFDA14G809	\$200,000
2.	Irwin Jacobs	700359939	1	2014-10-02	2011 Four Winns Model 305	PFWCJ003K011	150,000
3.	Irwin Jacobs	700359957	1	2014-10-02	2004 Searay Model 39	SERF0144E404	\$200,000
4.	Irwin Jacobs	700360101	1	2014-10-02	2014 Regal Model 25	RGMM0242D414	\$75,000
5.	Structform Central Corp.	699133779	5	2014-08-21	2012 Cruisers Model 380	CRSEE1160212	

6.	Ed Learn Ford Lincoln	698977665	4	2014-08-15	2015 GMC Yukon	1GKS2HKC1F R122108	
7.	MP Accounting Services Inc.	698026644	1	2014-07-15	Carver Model 57	CDRNA123H2 03	\$491,550
8.	Ford Credit Canada Ltd.	692546652	5	2013-12-12	2013 Ford F150	1FTFW1EF6D FD29252	
9.	Marquis Yachts LLC- assigned to - Northpoint Commercial Finance LLC	692556759	5	2013-12-12	IE A O		
10.	Ford Credit Canada Ltd.	692303742	5	2013-12-03	2013 Ford F150	1FTFW1EF6D KF88072	
11.	Plaza Kia of Thornhil	691143624	5	2013-10-17	2011 Formula 310ss Volvo	FIVRDB007V 011	\$150,000
12.	Structform Central Corp/	688420764	5	2013-07-08	2007 Carver Model 46	CDRDO178J6 07	\$200,000
13.	Leeway Auto Sales Ltd.	688218948	1	2013-07-02	2007 Carver 466MY	CDRD0179C6 07	\$200,000
14.	National Group Leasing Inc.	684553905	5	2013-02-06	2013 Conolift YH-915	2C9BE3263DP 050003)	
15.	Ford Credit Canada Ltd	682211898	5	2012-10-17	2010 Ford F150	1FTFW1EV2A FB89848	
16.	KCS International Inc.	681222375	3	2012-09-05	Cruisers Model 380	CRSEE129E11 3	
					Cruisers Model 310	CRSEA111J11 3	

17.	Marquis Yachts LLC	677540457	3	2012-04-12	I A O		
18.	Ford Credit Canada Ltd.	676878993	5	2012-03-16	2012 Ford F350	1FT8W3BT8C EA30753	
19.	Crawmet Corp.	675240831	5	2011-12-22	I E A O		
20.	KCS International Inc.	675122661	3	2011-12-16	Cruisers Model 310 Cruisers Model 350 Cruisers Model 380 Cruisers Model 41	CRSEA104G1 12 CRSEC111H1 12 RSEE109H112 CRSXF103H1 12	
21.	Financialinx Corporation	673696071	4	2011-10-17	2011 Cadillac Escalade	1GYS4CEF6B R190052	\$88,942
22.	Ford Credit Canada Ltd.	671768019	5	2011-07-27	2011 Ford F350	1FT8W3BTX BEC59367	
23.	1728259 Ontario Inc.	670226562	10	2011-05-30	75 Tonne Marine Travelift	3480-0910	\$469,906
24.	VFS Canada Inc	661282434	6	2010-05-11	2010 Mack Model CXU613	1M1AW07Y7 AN009782	
25.	General Electric Canada Equipment Finance C.P.	658824723	6	2010-01-20	2009 Conolift YH-1520XD	2C9BXS2Y2X9 P050029	
26.	Ford Credit	658691082	5	2010-01-12	2010 Ford	1FTFW1EVX	

	Canada Ltd.				F150	AFA39034	
27.	Ford Credit Canada Ltd.	658691091	5	2010-01-12	2010 Ford F150	FTFW1EV6A FA80468	

18. Crate has repaid the indebtedness to which registrations numbered 1, 3, 11, 12, 13, 16, and 20 in the above chart relate.

F.S. Crate & Sons Limited ("F.S.")

- 19. The shares in F.S. are held by 415 Holdco and Lloyd's estate. The shares of 415 Holdco are held equally by Greg, Lynn and me.
- 20. F.S. owns various properties located in Keswick, Ontario and municipally described as follows:
 - a. 15 Mac Avenue (the "F.S. Mac Property") (PIN# 03475-0140) (designated as #10 in Exhibit D);
 - b. 282 The Queensway (PIN# 03475-0140) (designated as #10 in Exhibit D); and
 - c. 290 The Queensway (PIN# 03475-0147) (designated as #10 in Exhibit D).
- 21. The F.S. Mac property is subject to a first mortgage held by Crawmet in the amount of \$7,000,000 (the "Crawmet Mortgage"), a second mortgage in the amount of \$2,000,000 also held by Crawmet, and the DPI Mortgage, ranking third.
- 22. The properties at 282 and 290 The Queensway owned by F.S. are also subject to a second mortgage in the amount of \$2,000,000 held by Crawmet, and the DPI Mortgage is registered third.

23. A true copy of the certified *PPSA* search for F.S. is attached hereto and marked as **Exhibit "F"** and reveals that GE Commercial Distribution Finance registered a security interest in all of the assets of the F.S. on April 29, 2010.

1330732 Ontario Limited

24. 138 is the sole shareholder of 133.
25. 133 owns the property municipally known as 294 The Queensway, Keswick, Ontario ("294 The Queensway") (PIN#03475-0150) (designated as #13 in Exhibit D).
26. The DPI Mortgage is registered in first position over 294 The Queensway. 294 The Queensway is also subject to a second mortgage in the amount of \$550,000 held by Dwight Powell personally, and the Crawmet Mortgage is registered third.
27. There are no *PPSA* registrations against 133. A true copy of the certified *PPSA* search for 133 is attached hereto and marked as **Exhibit "G"**.

1328559 Ontario Limited ("132")

28. 138 is the sole shareholder of 132.
29. 132 owns various properties located in Keswick, Ontario, municipally described as follows:
- a. 200 Wynhurst Road (PIN# 03475-1907, 03475-1969) (designated as #2 in Exhibit D);
 - b. 210 Wynhurst Road (PIN# 03475-1967, 03475-1972) (designated as #4 in Exhibit D);
 - c. 292 Wynhurst Road (PIN# 03475-1908, 03475-0155) (designated as #5 in Exhibit D);

- d. 294 The Queensway (PIN# 03475-0901, 03475-0902, 03475-0923,) (designated as #12 in Exhibit D);
 - e. 294 The Queensway (PIN# 03475-0150) (designated as #13 in Exhibit D).
30. Cesaroni Management Limited holds a first mortgage over the Wynhurst Road properties in the amount of \$1,000,000.
31. Romith Investments Limited holds a second mortgage over 200 Wynhurst Road, and 210 Wynhurst Road in the amount of \$1,000,000.
32. The DPI Mortgage is registered in first priority over 294 The Queensway. 294 The Queensway is also subject to a second mortgage in the amount of \$550,000 held by Dwight Powell personally, and the Crawmet Mortgage ranks third.
33. There are no *PPSA* registrations against 132. A true copy of the certified *PPSA* search for 132 is attached hereto and marked as Exhibit "H".

1282648 Ontario Limited ("128")

34. 138 is the sole shareholder of 128.
35. 128 owns various properties located in Keswick, Ontario municipally described as follows:
- a. 294 The Queensway (Pin# 03475-0146, 03475-0898, 03475-0899, 03475-0900, 03475-0924, 03475-0925) (collectively "The Queensway Properties" and designated as #11 in Exhibit D)
36. The DPI Mortgage is registered in first position over The Queensway Properties. A second mortgage in the principal amount of \$550,000 is held by Dwight Powell personally, and the Crawmet Mortgage is registered third.

37. A true copy of the certified *PPSA* search for 128 is attached hereto and marked as Exhibit "I", and reveals one registration in favour of GE Commercial Distribution Finance over all of the personal property of 128 which was registered on April 29, 2010.

Taxes

38. Crate Marine is current on all of its corporate tax filings, including in regard to HST.
39. I did not advise Benn Spiegel ("Spiegel") that Crate owes at least \$6 million for accrued unremitted HST. I told him that Crate is reviewing its HST exposure and that such liability could be in the millions of dollars. Much of Crate's boat sale activity relates to high value boats purchased by and delivered to U.S. residents but paid for in Canada with Canadian dollars and often involving the trade in of used boats. This results in a complicated series of accounting, foreign exchange, input tax credit and related considerations which may have been incorrectly calculated by Crate. As a result of such concerns, in the spring of 2014 I instructed Crate to retain Canadian tax counsel to review the HST issues and advise Crate as to an appropriate course of action. In the course of this ongoing review, I have been advised by Crate's tax counsel that additional liability for HST, if any, may be substantially less than the \$6 million figure referred to by Mr. Spiegel.

UNSECURED CREDITORS

40. The Debtors have unsecured trade creditors in the aggregate approximate amount of \$3,861,000.

OTHER STAKEHOLDERS

Employees

41. Crate currently employs 67 people. In an effort to reduce expenses and improve its operations, Crate has recently laid off 7 employees and intend on seasonally laying off approximately an additional 38 people in December 2014, and permanently laying off 11 in relation to the permanent closure of the Lagoon City marina location. Crate is current on all wages, and employee benefits.

Landlords

42. With the exception of the largest Marina located in Keswick, Ontario, Crate leases the lands and premises on which it generates marinas in Lagoon City and Willow Beach, Ontario and in Nickel, Quebec.

Customers

43. Crate has approximately over 875 boats currently in its possession for storage or servicing on behalf of its customers. The estimated value of the boats currently stored with Crate is approximately \$70,000,000.00 to \$85,000,000. The majority of these boats are currently being stored for the winter, out of the water, and are not easily portable.

Suppliers

44. Crate has the ongoing support of its principal suppliers of boat inventory. Crate's principal boat manufacturers and suppliers have agreed to assist Crate in funding the majority of its costs of participating as an exhibitor at the Toronto Boat Show in January 2015. Crate is the largest exhibitor at the Toronto Boat Show and its participation at the Toronto International Boat Show is critical to the ongoing success of its business. Typically, Crate has generated approximately \$5 million in sales as a result of its

participation at the Toronto International Boat Show, and the connections created as a result of such participation.

45. Participation by Crate Marine in the Toronto Boat Show will be a critical event in maximizing 2015 revenue as the sales and contacts generated at the show will drive financial performance for the year. I am extremely grateful to our suppliers for agreeing to assist Crate Marine in this regard.

FINANCIAL DIFFICULTIES

46. Over the course of its 80 year history, Crate has survived the ravages of the depression in the 1930's and many other challenges. The recession of 2009 represented the worst year in North America's marine industry since the depression. In addition, boat sales have been slow throughout North America for the past two years. Crate's business has suffered accordingly.
47. During the fiscal years ended October 31, 2011 through October 2014, Crate has generated significant losses in the aggregate amount of approximately \$19.7 million. Given the size of its business, the debt servicing costs which Crate is currently required to make are too high. Attached hereto and marked as **Exhibit "J"** is a true copy of Crates internal financial statements for the fiscal year ended October 31, 2014 during which Crate sustained a loss of approximately \$4.4 million. Attached hereto and marked collectively as **Exhibit "K"** are copies of Crate's financial statements for the years ending October 31, 2011 through October 31, 2013 which also show significant losses, year over year.

THE DEBTORS ARE ACTING IN GOOD FAITH AND WITH DUE DILIGENCE

48. The Debtors have acted in good faith and with due diligence since the issuance of the NOIs.
49. During the period following the filing of the NOIs, the Debtors, in cooperation with the Trustee, and their professional advisors, have commenced the process of seeking a refinancing or sale of their business and assets in order to fund a proposal to creditors. These efforts are ongoing and there are at least four potentially interested lenders currently reviewing information provided by the Debtors. In addition, on November 27, 2014, Crate received a Letter of Intent from a party interested in purchasing the Keswick Marina business.
50. The Debtors have obtained appraisal reports with respect to the fair market value of their real property as well as certain real property owned personally by members of the Crate family. Copies of the appraisal reports will be filed with the court subject to a sealing request as **Confidential Exhibit 1**. Based on values in the low range of the appraisals, and before taking into account multiple property premiums or selling costs, there is equity available in the real estate owned personally by certain members of the Crate family and the Debtors in the amount of approximately \$5.6 million. The Debtors and Crate family members personally intend to contribute their equity in the real estate to raise additional financing in order to fund the ongoing costs of the restructuring proceedings and a proposal to creditors.
51. In addition, based on a preliminary analysis, the Debtors appear to have significant unused tax losses (the "Tax Losses"). It is anticipated that third parties may express

interest in a potential transaction in order to enable them to utilize the Tax Losses. A viable proposal will need to be filed by the Debtors as part of any transaction to realize on the Tax Losses.

52. If the Debtors receive an offer in respect of the Tax Losses, the Debtors will have additional funds to contribute toward a viable proposal.
53. The Debtors, with the assistance of their professional advisors, intend to finalize a refinancing, or purchase transaction and undertake negotiations with creditors in an effort to structure a proposal which will be acceptable to them. The Debtors require more time to secure a financing commitment and/or binding offer(s) to purchase, and will then undertake discussions with their creditors, and develop a proposal.
54. Accordingly, the appointment of a receiver and termination of the proposal proceeding is premature and will prevent the continuation of the ongoing refinancing efforts which, if successful, may result in a viable proposal.
55. To maximize the likelihood of success for the benefit of all of Crate's stakeholders, the Debtors are taking steps to cut costs. Lynn, Greg and I have cut our monthly compensation by 50%. In addition, the Debtors are planning to implement additional operational changes at the start of December 2014, providing \$70,000.00 per month in rent savings and \$25,000.00 per month in payroll costs.
56. The Debtors have filed a Consolidated Cash Flow Statement for the period November 14, 2014 through December 19, 2014, a true copy of which is attached hereto and marked as Exhibit "L". The Cash Flow Statement demonstrates that the Debtors have sufficient

funding to carry on their operations through December 19, 2014 and will be cash flow positive at the conclusion of the period ending December 19, 2014.

RESPONSE TO SPIEGEL AFFIDAVIT

57. I have reviewed the affidavit of Spiegel sworn November 20, 2014 (the "Spiegel Affidavit"). The allegation that Crate sold boats out of trust or through fraud or misrepresentation is incorrect. Crawmet advanced funding to Crate to finance the purchase of eight (8) boats to be sold by Crate in the ordinary course of business. These boats are referenced in the Spiegel Affidavit as "Crawmet Boats". Although title to the boats was held in the name of a company controlled by Crawmet, the transaction was always intended to be a financing transaction. This is supported by Crawmet's November 4, 2014 Demand Letter wherein it refers to the applicable financing as "Facility D" comprising of "loans in the aggregate original principal amount of US \$1,515,055 to purchase 8 boats payable with interest at 10% per annum from the proceeds of sale of each boat". It is my understanding that the reservation of title in a Crawmet company was intended to secure repayment of the funds advanced by Crawmet to Crate. I do not understand how a "Facility" can be a loan for the purposes of a demand letter but something else for the purposes of a Receivership application.

58. Contrary to the assertion in paragraph 55 of the Spiegel Affidavit, Crate is and always has been in possession of the original Manufacturer's Statement of Original Builder's Certificate and First Transfer of Title ("Title Documents") in respect of all eight Crawmet Boats. In the marine industry, possession of the Title Documents is typically retained by the party with beneficial ownership of the boats.

59. Crate sold three of the boats financed by Crawmet in the ordinary course of business. Crate vigorously denies that it committed any breach of trust or fraud in connection with the sale of those boats. Contrary to paragraph 52 of the Spiegel Affidavit, the inventory list dated July 16, 2014 attached as Exhibit R to the Spiegel Affidavit expressly states that there are deals pending (DP) in respect of several Crawmet Boats. Crate acknowledges that it remains indebted to Crawmet in respect of amounts advanced by Crawmet to finance the purchase of these boats. Crate intends to address repayment of that indebtedness in the context of its proposal.
60. The Spiegel Affidavit also alleges that Crate returned a 50-foot Marquis boat (the "Marquis") valued at approximately \$1 million to the manufacturer in exchange for payment of approximately \$200,000 to Crate. That allegation is false. In fact, no payment was made by the manufacturer or by any other party to Crate in respect of the return of the Marquis. The Marquis is owned by Carver-Marquis and was delivered to Crate by Carver-Marquis on December 10, 2013, pursuant to a consignment arrangement, along with two other Carver boats, in order to allow Crate 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. On November 4, 2014, I was informed that Carver-Marquis sold the Marquis at the Fort Lauderdale Boat Show and that Carver was sending two factory representatives to dismantle the boat for shipping back to Florida. Further, the Marquis is currently in Pickering, Ontario and Carver - Marquis has agreed not to remove the boat until the allegations raised by Spiegel are resolved.

The Cash Flow Crisis

61. Crate's cash flow crisis began as a result of Spiegel's breach of a funding commitment relating to a business in Belleville in which Spiegel, me and my brother Greg were equal partners. Spiegel entered into an agreement with me and Greg to incorporate a company which would own and operate a marina in Belleville. Pursuant to that agreement, an Ontario numbered company which operated as Crate Belleville Marina ("Belleville") was incorporated. Spiegel, Greg and I each own, directly and indirectly, one third of Belleville. It was always intended that each of us would contribute 1/3 of the funding required by Belleville to fund its operations.
62. In fact, however, the funding required to operate Belleville was provided 100% by Crate. Crate advanced funds in the approximate amount of \$700,000.00 for the benefit of Belleville by paying bills on behalf of Belleville.
63. In order to repay the amount owing by Belleville to Crate, Spiegel agreed to lend \$350,000.00 each to me and Greg. In addition, Spiegel agreed to advance \$350,000.00 to Belleville in order to fund his contribution to its working capital.
64. On September 2nd, 2014 Spiegel informed me that he intended to surrender his shares in Belleville and would not advance any funding as previously agreed. As a result, Belleville was unable to repay the \$700,000.00 owing to Crate. Crate required that \$700,000.00 in order to cover its debt service obligations to Crawmet. Spiegel's breach of his commitment to fund repayment of \$700,000.00 owing by Belleville to Crate precipitated Crate's default in payment of its obligations to Crawmet.

APPOINTMENT OF INTERIM RECEIVER

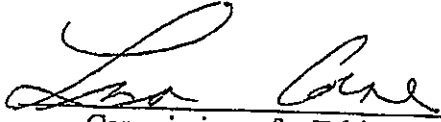
65. The appointment of Farber as IR of the Debtors has caused serious damage to Crate's business and operations. When Farber was appointed, and changed the locks at the Lagoon City Marina on Friday, November 21, 2014, there were 12 boats still in the water at that location. I am advised by Wayne McPhee ("McPhee"), the manager of the Lagoon City Marina, that he asked Farber whether Crate's employees could obtain access to the Lagoon City Marina premises over that weekend in order to remove the boats from the water. I am informed by McPhee that Farber refused access and requested that the Crate employees return on Monday. I am informed by McPhee that he contacted Farber again over the weekend to discuss whether the employees could receive access earlier than Monday, given the good weather over the weekend. Unfortunately, Crate was unable to arrange for employees to return to work, and on Sunday, a 35-foot boat with an approximate value of \$50,000.00 docked at the Lagoon City Marina sank.
66. Farber's conduct has significantly impaired Crate's business and reputation. Given the significant number and value of boats owned by third parties and stored in the possession of Crate, it is critical that Farber cease interfering with management's ability to carry out its obligations to customers.
67. Subsequent to Farber's appointment on November 21st, I have been contacted by numerous customers who are concerned about the security of their boats.
68. In addition, Farber's appointment has made customers and staff nervous and is disrupting sales in the ordinary course of business. For example, Crate suffered the cancellation of a sale of a boat for which a deposit had been received and was being held in trust. At this

point, Crate's sales staff do not wish to enter into any boat sale transactions because they are concerned that the sales will not close.

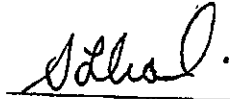
CONCLUSION

69. Crate's business is dependent upon the continued involvement of the Crate family to manage the operations and relationships with customers and suppliers. Some of these relationships go back over 40 years. In the event of the appointment of a receiver, the viability of the business as a going concern will be severely compromised. On the other hand, the maintenance of the Crate business as a going concern, under the management of the Crate family, will preserve value for all stakeholders and employees. Absent the maintenance of operations and a restructuring, the value of the business will be destroyed, over 70 employees will be deprived of an opportunity to continue their employment and numerous merchants, suppliers and customers will need to incur significant, time consuming and costly challenge of locating an alternative source of the goods and services currently provided by the Debtors.
70. For the reasons set out above, I believe that it is just and equitable and in the interests of the Debtors and their stakeholders generally that the motion by Crawmet for the appointment of a receiver be dismissed.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on
November 28, 2014



Commissioner for Taking Affidavits
(or as may be)



STEVEN CRATE

TAB W

Crate Marine Sales Ltd., F.S. Crate & Sons Limited, 1282648 Ontario Limited, 1328559 Ontario Limited
 1330732 Ontario Limited, 1382416 Ontario Ltd., 1382415 Ontario Ltd.
 Consolidated Cash Flow Statement
 SCDN

Week Ending		1	2	3	4	5	
	Notes	w/e Nov 21 Forecast	w/e Nov 28 Forecast	w/e Dec 5 Forecast	w/e Dec 12 Forecast	w/e Dec 19 Forecast	Total
Receipts							
Accounts Receivable Collections	2	119,284	173,497	90,790	17,391	47,720	448,683
Vessel Sales	3	-	320,000	45,000	-	-	365,000
Slip Rental Sales	4	43,314	41,930	46,154	66,129	57,382	254,909
Service & Other Sales	5	49,851	89,400	106,708	68,025	6,151	320,135
Total Receipts		212,450	624,826	288,652	151,545	111,254	1,388,727
Disbursements							
Vessel Purchases	6	(27,500)	(320,000)	(125,000)	-	-	(472,500)
Payroll, Employee Benefits and Payroll Taxes	7	(42,967)	(122,164)	(16,979)	(105,843)	(5,650)	(293,603)
Facilities	8	(15,512)	(4,850)	(69,408)	(8,236)	(18,419)	(116,425)
Parts and Fuel Purchases	9	(6,223)	(51,500)	(2,000)	(4,500)	-	(64,223)
Sales Commissions	10	-	(27,784)	(5,000)	(21,264)	-	(54,048)
Other	11	(21,772)	(50,882)	(14,269)	(6,787)	(4,776)	(78,486)
Total Disbursements		(113,973)	(557,180)	(232,656)	(146,631)	(28,845)	(1,079,285)
Net Cash Flow from Operations		98,476	67,646	55,996	4,915	82,408	309,442
Professional Fees	12	(55,000)	(50,000)	(20,000)	(51,500)	-	(176,500)
Interim Financing Fees and Costs	13	-	-	(16,800)	-	-	(16,800)
Net Cash Flow		43,476	17,646	19,196	(46,585)	82,408	116,742
Opening cash position							
Opening cash position		72,840	116,316	133,962	489,159	442,572	72,840
Net cash flow		43,476	17,646	19,196	(46,585)	82,408	116,741
Interim Financing Advances / (Repayments)	13	-	-	336,000	-	-	336,000
Closing cash position		116,316	133,962	489,159	442,572	524,981	524,981

This statement of forecast consolidated cash flow of Crate Marine Sales Ltd. and related companies is prepared in accordance with section 50(6) of the Bankruptcy and Insolvency Act and should be read in conjunction with the accompanying notes and Trustee's report on cash flow statement dated this 24th day of November, 2014.

Dodick Landau Inc.
Trustee

Crate Marine Sales Limited, F.S. Crate & Sons Limited,
1282648 Ontario Limited, 1328559 Ontario Limited
1330732 Ontario Limited, 1382416 Ontario Ltd., 1382415 Ontario Ltd.

Per: *R. Dodick*
Rahn Dodick

Per: *S. Crate*
Steven Crate

CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED,
1282648 ONTARIO LIMITED, 1328559 ONTARIO LIMITED, 1330732 ONTARIO LIMITED,
1382416 ONTARIO LTD., AND 1382415 ONTARIO LTD.
(COLLECTIVELY, "CRATE MARINE" OR THE "COMPANY")

MAJOR ASSUMPTIONS
CONSOLIDATED CASH FLOW STATEMENT

FOR THE PERIOD NOVEMBER 14, 2014 TO DECEMBER 19, 2014 (THE "PERIOD")

1. Crate Marine's financial projections have been prepared by Crate Marine for the purpose of meeting the requirements of the Bankruptcy and Insolvency Act. In addition to the financial projections for Crate Marine Sales Limited, the sole operating entity, ("Operating Company") the cash receipts and disbursements also include financial projections for the additional six related legal entities who filed Notices of Intention to Make Proposals ("NOP") on November 14, 2014 and which are holding companies. These entities are: 1282648 Ontario Ltd., 1328559 Ontario Limited, 1330732 Ontario Ltd., 1382415 Ontario Limited, 1382416 Ontario Limited and F.S. Crate Marine Limited (collectively, the "Holding Companies"). The Holding Companies do not engage in active business but rather own the land on which the Operating Company operates the Keswick marina location. The Operating Company has four marinas of which three are located in Ontario and one in Quebec.

Crate Marine's financial projection is based on the hypotheses that:

- (1) Crate Marine will complete a successful proposal;
- (2) Crate Marine will continue to employ the current staff at current levels to complete the winterization service, and thereafter will reduce staff weekly as this service is completed which is forecast to occur by the beginning of December (last day worked Dec 5th paid on the 12th with savings starting on the 26th); and
- (3) Crate Marine will be shutting down one of its Ontario locations in the week ending November 30th.

On November 21, 2014, an Interim Receiver was appointed over the assets, properties and undertakings of Crate Marine for the period of November 21, 2014 to December 1, 2014. On December 1, 2014 a hearing will take place to determine whether a Receiver should be appointed over Crate Marine. Should a Receiver be appointed over the assets of Crate Marine

on December 1, 2014, the assumptions in Crate Marine's cash flow forecast will materially change as well.

The forecast of expenses on which this cash flow is based assumes that the Interim Receiver will permit payment of expenses during the period leading up to the December 1st hearing in the same amounts as described in this forecast. The cash flow also assumes that the Interim Receiver will maintain the same staffing levels during this period in order to continue the winterization process and to obtain the anticipated winterization revenue.

2. Accounts Receivable Collections

Accounts Receivable collections are composed of collections from customers for various services from each of the four marinas.

3. Vessel Sales

Vessel sales are revenue earned from the sale of new, used and brokerage vessels. Crate carries an inventory of both used and new vessels for sale. In addition there are brokerage sales where Crate earns a commission to broker a vessel sale between the vendor and the buyer. The cash flow includes the gross value of the sale collected from the customer as well as the cost to pay out either the vendor or the distributor. Until a vessel transaction has closed, proceeds received by Crate Marine are to be held in a separate trust account. Currently, there is \$50,000 in Crate's trust account which is not included in this cash flow statement.

4. Slip Rental Sales

Slip rental sales is cash received from the rental of a slip for the upcoming calendar year. A slip offers a docking space for an individual's vessel. The forecast assumes that all slips are rented for a period between 6 to 12 months. Slip rentals are paid either in lump sum in advance for the calendar year, for six months at a time or monthly.

5. Service and Other Sales

Service sales primarily consist of repair and maintenance performed on customer vessels as well as winterization sales. Winterization of a vessel involves hauling it out of the water, winterizing its engines and water systems and shrink wrapping it to protect it from the winter elements.

6. Vessel Purchases

Represent the cash outflow required to close a sale of a vessel which is forecast to occur by the Company in the Period. These payments are made either to the manufacturer of the vessel for new vessel purchases or to the individual owner for used vessel purchases.

7. Payroll, Employee Benefits and Payroll Taxes

Presently, there are approximately 74 staff currently working at the four locations and the Keswick, Ontario head office.

The payroll costs reflect expected costs over the period including salaries, source deductions to be withheld and remitted and employee benefits to be paid. Payroll is paid bi-weekly five days in arrears. Payroll is processed at the Keswick head office for the Ontario locations. For the Quebec location payroll is funded by way of a third party payroll service which remits all source deductions on behalf of that location. At the time of the NOI filings source deduction remittances were approximately \$220,000 in arrears regarding the Ontario payrolls.

8. Facilities

These amounts represent utilities, insurance, municipal taxes, rent where applicable and other miscellaneous expenses required to maintain Crate Marine's operations and various properties.

9. Parts and Fuel Service

These amounts represent parts and fuel that will be purchased to service customer vessels during the Period.

10. Sales Commission

Sales staff receive a commission on the sale of new, used or brokered vessels. Commissions range between 2 - 4% of the net sale price of the vessel. Accrued commissions owing to sales staff are disbursed to sales staff over the calendar year.

11. Other Disbursements

Represent vehicle, office, communication, merchant fees and other miscellaneous overhead expenses.

12. Professional Fees

Represent forecast professional fees of Crate Marine's legal counsel, the Proposal Trustee, and the Proposal Trustee's legal counsel over the Period.

13. Interim Financing

The Company has received a commitment for debtor-in-possession financing ("DIP Loan") for approximately \$336,000, less financing fees to be held in reserve by the lender of approximately \$16,800. The DIP Loan is forecast to be received in the week-ending December 5, 2014 and remains subject to receipt of Court approval by the Company. If received, the DIP Loan is forecast to be sufficient to finance Crate Marine's cash flow needs in the Period.

TAB X

1

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

BETWEEN:

Court File No. 31-1932502

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

BETWEEN:

Court File No. 31-1932534

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

BETWEEN:

Court File No. 31-1932548

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

BETWEEN:

Court File No. 31-1932557

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

BETWEEN:

Court File No. 31-1932540

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
1282648 ONTARIO LTD.**

BETWEEN:

Court File No. 31-1932555

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
1382416 ONTARIO LTD.**

BETWEEN:

Court File No. 31-1932553

2

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
1382415 ONTARIO LTD.

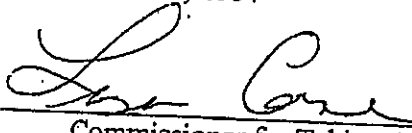
SUPPLEMENTARY AFFIDAVIT OF STEVEN CRATE
(Sworn November 28, 2014)

I, STEVEN CRATE, of the Town of Georgina, in the Province of Ontario, MAKE OATH
AND SAY:


1. I am the President and a Director of each of Crate Marine Sales Limited ("Crate"), F.S. Crate & Sons Limited ("F.S."), 1282648 Ontario Ltd. ("128"), 1328559 Ontario Ltd. ("138"), 1382416 Ontario Ltd. ("416"), 1382415 Ontario Ltd. ("415") and 1330732 Ontario Ltd. ("133"), and together with Crate, F.S., 128, 138, 416, 415, and 133, collectively, the "Debtors"). Accordingly, I have personal knowledge of the facts and matters to which I hereinafter depose, save and except for such facts stated to be based on information provided to me by others, in which case I verily believe such information to be true.
2. This affidavit is sworn further to and in order to supplement my previous affidavit herein sworn November 28, 2014 (the "First Crate Affidavit"). Unless otherwise specified herein, all Capitalized terms used herein have the meanings ascribed to them in the First Crate Affidavit.
3. The Debtors have prepared a Consolidated Cash Flow Statement for the period ending January 30, 2015 (the "Extended Cash Flow") which I have reviewed in detail with the Trustee. A true copy of the Extended Cash Flow is attached hereto as Exhibit A. The Extended Cash Flow demonstrates that, without additional financing, the Debtors will be unable to continue to fund their business operations as of the week ending December 5, 2014.

4. The Debtors have now obtained a commitment from Romspen Investment Corporation to provide interim funding to the Debtors by way of a debtor in possession loan agreement (the "DIP Loan Agreement").
5. The key terms of the DIP Loan Agreement provide for:
 - a) a commitment in the maximum amount of USD \$300,000.00; and
 - b) a term of the earlier of 90 days following the date of entry of a court Order approving the DIP Loan Agreement, or the occurrence of an event of default; and
 - c) interest at the rate of 12% per annum.
6. The DIP Loan Agreement provides, as a condition of all advances, that the advances rank in priority to all other secured creditors, and requires that a priority charge in and to all personal and real property, assets and undertakings of the Debtors be obtained and approved by an Order of the court.
7. In the event that the motion by Crawmet for the immediate appointment of a receiver on December 1, 2014 is not granted, the Debtors intend to proceed immediately with a motion to (a) approve the interim financing of the Debtors substantially in accordance with the DIP Loan Agreement and provide a priority charge; and (b) extend the stay of proceedings in respect of the Debtors to and including January 26, 2015.
8. I swear this affidavit in response to the motion by Crawmet for the appointment of a receiver and for no other or improper purpose.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on
November 28, 2014



Commissioner for Taking Affidavits
(or as may be)



STEVEN CRATE

TAB Y

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

Court File No. 31-1932548

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

Court File No. 31-1932557

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

Court File No. 31-1932540

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
1282648 ONTARIO LTD.**

Court File No. 31-1932553

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
1382415 ONTARIO LTD.**

Court File No. 31-19325555

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
1382416 ONTARIO LTD.**

**AFFIDAVIT OF STEVEN CRATE
(Sworn December 5, 2014)**

I, **STEVEN CRATE**, of the Town of Georgina, in the Province of Ontario, **MAKE OATH
AND SAY:**

1. I am the President and a Director of each of 1282648 Ontario Ltd. ("128"), 1328559 Ontario Ltd. ("132"), 1330732 Ontario Ltd. ("133", and together with 128 and 132 collectively, the "Proposal Debtors"). I am also the President and a Director of 1382416

Ontario Ltd. ("Crate Holdco") and 1382415 Ontario Ltd. ("F.S. Holdco"), Crate Marine Sales Limited ("Crate Marine") and F.S. Crate & Sons Limited ("F.S. Crate"). Accordingly, I have personal knowledge of the facts and matters to which I hereinafter depose, save and except for such facts stated to be based on information provided to me by others, in which case I verily believe such information to be true.

INTRODUCTION

2. This affidavit is sworn in support of a motion made on behalf of the Proposal Debtors for an Order pursuant to section 50.4(9) and 50.6 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3 as amended (the "*BIA*"), *inter alia*, (i) administratively consolidating the proposal proceedings of the Proposal Debtors; (ii) approving the interim financing of the Proposal Debtors by Romspen Investment Corporation, as nominee and agent ("**Romspen**" or the "**DIP Lender**") substantially in accordance with the terms of the DIP Facility Term Sheet dated December 5, 2014; (iii) extending the stay of proceedings and the date for the filing of a proposal in respect of the Proposal Debtors to and including January 26, 2015; and (iv) annulling the notices of intention to file proposals in respect of Crate Holdco and F.S. Holdco.
3. On November 14, 2014, each of Crate Marine, F.S. Crate, the Proposal Debtors, Crate Holdco, and F.S. Holdco filed a Notice of Intention to Make a Proposal pursuant to section 50.4 of the *BIA* (the "**NOIs**"). Copies of the Certificates of Filing of the **NOIs** issued by the Office of the Superintendent of Bankruptcy are attached hereto and marked collectively as **Exhibit "A"**. Each **NOI** named Dodick Landau Inc. (the "**Trustee**") as proposal trustee in connection with the proposal proceedings.

4. Crate Marine and F.S. Crate have concluded that they are likely unable to file viable proposals and do not seek any relief on this motion.
5. As described below, Crate Holdco and F.S. Holdco have no creditors and seek to annul the filing of their NOIs.
6. The three Proposal Debtors, 128, 132 and 133, are the owners of the majority of the lands on which the Keswick Marina is located and have developed a proposal which they intend to present to their creditors. The Proposal Debtors require an extension of time to undertake discussions with their creditors and develop a proposal which will be acceptable to them. The basic terms of the proposal which the Proposal Debtors intend to present to certain of their creditors are outlined further below.

CORPORATE STRUCTURE, ASSETS AND SECURED CREDITORS

7. The Proposal Debtors are all related companies, forming part of single corporate group. Attached hereto as **Exhibit "B"** is a true copy of a chart detailing the corporate structure of the Proposal Debtors.
8. The directors of each of the Proposal Debtors are my brother, Gregory Crate ("Greg"), my sister, Lynn Crate ("Lynn") and me. All of the common shares of the Proposal Debtors are owned by Crate Holdco.
9. All the Proposal Debtors own real property. Attached hereto as **Exhibit "C"** is a PIN map setting out the location and ownership of the real properties held by the Proposal Debtors.

1330732 Ontario Limited

10. 133 owns the real property municipally known as 294 The Queensway, Keswick, Ontario ("294 The Queensway") (PIN#03475-0150) (designated as #13 in Exhibit C).
11. 294 The Queensway is subject to a first mortgage in the principal amount of \$7.5 million in favour of Dwight Powell Investments, Inc. (the "DPI Mortgage"). 294 The Queensway is also subject to a second mortgage in the amount of \$550,000 held by Dwight Powell personally.
12. A mortgage in favor of Crawmet Corp. (the "Crawmet Mortgage") in the principal amount of \$7 million is registered third against 294 The Queensway.
13. There are no *PPSA* registrations against 133. A true copy of the certified *PPSA* search for 133 is attached hereto and marked as **Exhibit "D"**.

1328559 Ontario Limited ("132")

14. 132 owns various properties located in Keswick, Ontario, municipally described as follows:
 - (a) 200 Wynhurst Road (PIN# 03475-1907, 03475-1969) (designated as #2 in Exhibit C);
 - (b) 210 Wynhurst Road (PIN# 03475-1967, 03475-1972) (designated as #4 in Exhibit C);
 - (c) 292 Wynhurst Road (PIN# 03475-1908, 03475-0155) (designated as #5 in Exhibit C);
 - (d) 294 The Queensway (PIN# 03475-0901, 03475-0902, 03475-0923,) (designated as #12 in Exhibit C);
 - (e) 294 The Queensway (PIN# 03475-0150) (designated as #13 in Exhibit C).

15. Cesaroni Management Limited holds a first mortgage over the Wynhurst Road properties in the amount of \$1,000,000.
16. Romith Investments Limited holds a second mortgage over 200 Wynhurst Road and 210 Wynhurst Road in the amount of \$1,000,000.
17. The DPI Mortgage is registered in first priority over 294 The Queensway. 294 The Queensway is also subject to a second mortgage in the amount of \$550,000 held by Dwight Powell personally, and the Crawmet Mortgage ranks third.
18. There are no *PPSA* registrations against 132. A true copy of the certified *PPSA* search for 132 is attached hereto and marked as Exhibit "E".

1282648 Ontario Limited ("128")

19. 128 owns various properties located in Keswick, Ontario municipally described as follows:
 - (a) 294 The Queensway (Pin# 03475-0146, 03475-0898, 03475-0899, 03475-0900, 03475-0924, 03475-0925) (collectively "The Queensway Properties" and designated as #11 in Exhibit C)
20. The DPI Mortgage is registered in first position over The Queensway Properties. A second mortgage in the principal amount of \$550,000 is held by Dwight Powell personally, and the Crawmet Mortgage is registered third.
21. A true copy of the certified *PPSA* search for 128 is attached hereto and marked as Exhibit "F", and reveals one registration in favour of GE Commercial Distribution Finance over all of the personal property of 128 which was registered on April 29, 2010.

22. There are approximately 400 to 425 boats currently stored on the real property owned by the Proposal Debtors, with an estimated value of approximately \$45 to \$55million. The boats are currently being stored for the winter, out of the water, and are not easily portable.

OUTLINE OF PROPOSAL

23. The real property owned by the Proposal Debtors includes 85% (420 of the approximately 500 boat slips) which currently form part of the Keswick Marina operated by Crate Marine. The Proposal Debtors intend to carry on a marina on those lands and premises which they own. The Proposal Debtors will not sell boats as part of their marina operations, but will store and service boats on behalf of customers.
24. The Proposal Debtors have prepared a *pro forma* income statement calculation which assumes a marina operation on the land and premises owned only by the Proposal Debtors. A true copy of the *pro forma* income statement is attached hereto and marked as Exhibit "G".
25. On the basis of the *pro forma* income statements prepared by the Proposal Debtors, it is anticipated that the Proposal Debtors will generate positive earnings before interest, taxes and depreciation of approximately one million dollars per year.
26. The proposal contemplates that on implementation, the Proposal Debtors will bring the Crawmet Mortgage into good standing and keep all interest payments current going forward. Therefore, Crawmet will be unaffected by the proposal.

27. The proposal contemplates that the interest payments accruing on the DPI Mortgage and the mortgage in favour of Dwight Powell personally will be added to the principal amount of those mortgages and that the maturity dates of those mortgages will be extended.
28. The Proposal Debtors and members of the Crate family own additional real property which is not integral to the future marina operations. They intend to sell those real properties in order to repay amounts owing to secured creditors who have registered mortgages against those lands and use the equity to fund the interest arrears on the Crawmet Mortgage, as well as the operating expenses of the new marina. In addition, that equity will be used to create a pool of funds for distribution to unsecured creditors, if any.

INTERIM FUNDING REQUIREMENT AND DIP LOAN AGREEMENT

29. The Proposal Debtors have prepared a Consolidated Cash Flow Statement for the period ending January 30, 2015 (the "Cash Flow") which I have reviewed in detail with the Trustee. A true copy of the Cash Flow is attached hereto and marked as **Exhibit "H"**. As evidenced by the Cash Flow, the Proposal Debtors are currently without sufficient funding to carry on their business operations through the proposed extension period, and will require further funding in order to continue operations through the period ending January 26, 2015. The Cash Flow demonstrates that, without the DIP financing, the Proposal Debtors are unable to fund their operation as of the week ending December 12, 2014.

30. Romspen has agreed to provide interim funding for the Proposal Debtors by way of a debtor in possession loan agreement (the "DIP Loan Agreement") dated December 5, 2014.
31. The key terms of the DIP Loan Agreement provide for:
- a) a commitment in the maximum amount of USD \$300,000.00;
 - b) a term of the earlier of 90 days following the date of entry of a court Order approving the DIP Loan Agreement, or the occurrence of an event of default; and
 - c) interest at the rate of 12% per annum.

A true copy of the DIP Loan Agreement is attached hereto as **Exhibit "I"**.

32. The DIP Loan Agreement provides, as a condition of all advances, that the advances rank in priority to all other secured creditors, and requires that a priority charge in and to all personal and real property, assets and undertakings of the Proposal Debtors be obtained and approved by an Order of the court.

EXTENSION OF TIME TO FILE PROPOSAL

33. During the period following the filing of the NOIs, the Proposal Debtors, in cooperation with the Trustee and their professional advisors, have commenced the process of seeking to refinance or sell their assets, in order to fund a proposal to creditors. These efforts are ongoing.
34. The Proposal Debtors have obtained appraisal reports with respect to the fair market value of their real property as well as certain real property owned personally by members

of the Crate family. Copies of the appraisal reports will be filed with the court subject to a sealing request as **Confidential Exhibit 1**. Based on values in the low range of the appraisals, and before taking into account multiple property premiums or selling costs, there is equity available in the real estate owned personally by certain members of the Crate family and the Proposal Debtors in the amount of approximately \$5.6 million. The Proposal Debtors and Crate family members personally intend to contribute their equity in the real estate to raise additional financing in order to fund the ongoing costs of the restructuring proceedings and a proposal to creditors.

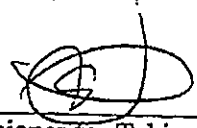
35. The Proposal Debtors require more time to undertake discussions with their creditors, and develop their support for a proposal. During the requested extension period the Proposal Debtors, with the assistance of their professional advisors, intend to undertake negotiations with creditors in an effort to structure a proposal which will be acceptable to them.
36. Accordingly, the granting of an extension of time within which the Proposal Debtors are required to file their proposal will facilitate the continuation of the ongoing negotiations which, if successful, may result in a viable proposal.
37. The Proposal Debtors have acted in good faith and with due diligence since the issuance of the NOIs. In order to permit the Proposal Debtors to move forward with their restructuring, it is appropriate and necessary to extend the time for the filing of the proposal to and including January 26, 2015.

CRATE HOLDCO AND F. S. HOLDCO

38. Crate Holdco and F. S. Holdco are holding companies, beneficially owned equally by me, Greg and Lynn. F. S. Holdco owns all of the issued and outstanding common shares of F.S. Crate & Sons Ltd. Crate Holdco owns all of the issued and outstanding shares of each of Crate Marine, 133, 132, and 128.
39. Neither Crate Holdco nor F. S. Holdco have any other assets. In addition neither Crate Holdco nor F. S. Holdco have any secured or unsecured creditors.
40. The filing of the NOIs in respect of F. S. Holdco and Crate Holdco was done in error. Upon reviewing the financial affairs of those two companies, it became apparent that neither was insolvent. In the circumstances, each of F.S. Holdco and Crate Holdco seek an order permitting them to withdraw the Notices of Intention to File a Proposal or annul the filing thereof.
41. I swear this affidavit in support of the motion to (a) administratively consolidate the estate and proposal proceedings of the Proposal Debtors; (b) approve the interim financing of the Proposal Debtors substantially in accordance with the DIP Loan Agreement and provide a priority charge; (c) extend the stay of proceedings in respect of the Proposal Debtors to and including January 26, 2015 and (d) annulling the notices of intention to file proposals in respect of Crate Holdco and F.S. Holdco and for no other or improper purpose.

(E)

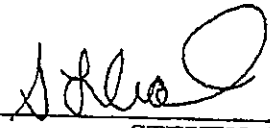
SWORN BEFORE ME at the ^{Taon} City of Toronto, in the Province of Ontario on December 5, 2014



Commissioner for Taking Affidavits

~~For as much as~~ a Notary Public,
Commissioner of Oaths, etc.,
in the Province of Ontario.

TORONTO 63105-1 996426V2



STEVEN CRATE

TAB Z

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932502
 Estate No. 31-1932502

Original Amended

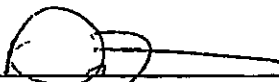
Form 78
 Statement of Affairs (Business Bankruptcy) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)
 In the matter of the bankruptcy of
 CRATE MARINE SALES LIMITED

To the bankrupt:
 You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 8th day of December 2014. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A"	1. Inventory
Balance of secured claims as per list "B"	2. Trade fixtures, etc.
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
2. Secured creditors as per list "B"	Good
3. Preferred creditors as per list "C"	Doubtful
4. Contingent, trust claims or other liabilities as per list "D"	Bad
estimated to be reclaimable for	Estimated to produce
Total liabilities	4. Bills of exchange, promissory note, etc., as per list "F" ...
Surplus	5. Deposits in financial institutions
	6. Cash
	7. Livestock
	8. Machinery, equipment and plant
	9. Real property or immovable as per list "G"
	10. Furniture
	11. RRSPs, RRIFs, life insurance, etc.
	12. Securities (shares, bonds, debentures, etc.)
	13. Interests under wills
	14. Vehicles
	15. Other property, as per list "H"
	If bankrupt is a corporation, add
	Amount of subscribed capital
	Amount paid on capital
	Balance subscribed and unpaid
	Estimated to produce
	Total assets
	Deficiency

I, Steven Crate, of the City of Willow Beach in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 8th day of December 2014 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act. *the Company* *CRATE Marine Sales Limited's (the "Company")*

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Toronto in the Province of Ontario, on this 17th day of December 2014.


 Diane Da Silva-Falcione, Commissioner of Oaths
 For the Province of Ontario
 Expires Jan. 16, 2015


 Steven Crate

*Diane Da Silva-Falcione, A Commissioner, etc.,
 Province of Ontario, for A. Farber & Partners Inc.
 Trustee in Bankruptcy.
 Expires: January 16, 2018.*

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932502
 Estate No. 31-1932502

FORM 78 -- Continued

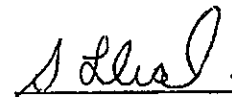
List "A"
 Unsecured Creditors

CRATE MARINE SALES LIMITED

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	730 PERMIT SERVICES	2085 Shanly Rd, P.O. Box 755 Cardinal ON K0E 1E0	2,701.84	0.00	2,701.84
2	A.M.Q. BOAT SHOW	621 Rue Stravinski Bureau 200 Brossard QC J4X 1Y7	19,615.47	0.00	19,615.47
3	Accurate Heating & Air Conditioning Attn: Wayne Hiscock	1024 Barton Avenue Keswick ON L4P 3E9	2,500.00	0.00	2,500.00
4	ACTIVE BUILDINGS	132 Sheppard Ave W Toronto ON M2N 1M5	43,392.00	0.00	43,392.00
5	ACTIVE ELECTRIC	Thorah Side Road, B31905 R.R.3 Beaverton ON L0K 1A0	1.00	0.00	1.00
6	ADF DIESEL	6103 Shawson Dr Mississauga ON L5T 1E4	874.80	0.00	874.80
7	ALGONAC CAST PRODUCTS	9300 Stone Rd, P.O. Box 479 Algonac MI 48001 USA	622.64	0.00	622.64
8	ALPINE GRAPICS	34 Magnum Dr Schomberg ON L0G 1T0	303.09	0.00	303.09
9	ANTHONY-KEATS MARINE LIMITED Attn: Pete Anthony	78 Talbot Street E., P.O. Box 190 Wheatley ON N0P 2P0	7,963.68	0.00	7,963.68
10	APPLETREE	1495 Bonhill Rd, Unit 15 Mississauga ON L5T 1M2	314.17	0.00	314.17
11	AQUA-TEK	4 Sulkara Crt Toronto ON M4A 2G9	1,061.42	0.00	1,061.42
12	ATELIERS MARIN J.T. INC	388 A Croisseters Nord St-Jean-Sur-Richelieu QC J2X 5N5	1,683.24	0.00	1,683.24
13	AUTO TRADER	110-405 The West Mall Toronto ON M9C 5J1	2,627.25	0.00	2,627.25
14	BAKER & MACKENZIE	181 Bay Street, P.O. Box 874 Toronto ON M5J 2T3	28,489.29	0.00	28,489.29
15	BARKING DOG ESCORTS	PO BOX 128 Columbia NJ 07832 USA	2,645.00	0.00	2,645.00
16	BAY AUTO & TRUCK 14289	97 Dufferin St Orillia ON L3V 5S9	1.00	0.00	1.00
17	BEDARD, DAN	1 Irene Street Pembroke ON K8A 7M2	127,571.31	0.00	127,571.31
18	BELL CANADA 450 291 4000(689)	Stucc Centre-ville, Case Postale 8712 Montreal QC H3C 3P6	309.94	0.00	309.94
19	BELL CANADA 905 476 3553 (745)	BOX 1 C.P. 9000 North York ON M3C 2X7	588.79	0.00	588.79
20	BELL GAZ LTEE	5300 Ch.St. Gabriel St-Felix-De-Valois QC J0K 2M0	394.40	0.00	394.40
21	BENN SPIEGEL	132 Sheppard Ave W, Suite 101 Toronto ON M2N 1M5	979,535.54	0.00	979,535.54
22	BESWICK	16188 Bathurst St King City ON L7B 1K5	150,000.00	0.00	150,000.00
23	BFI CANADA INC.	320 Saunders Rd Barrie ON L4N 9Y2	440.10	0.00	440.10
24	BFI CANADA 856-002879-0000	580 Ecclestone Drive, P.O. Box 1779 Bracebridge ON P1L 1V7	1.00	0.00	1.00

17-Dec-2014

Date



Steven Crata

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932502
 Estate No. 31-1932502

FORM 78 - Continued

List "A"
 Unsecured Creditors

CRATE MARINE SALES LIMITED

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
25	BOATING ONTARIO	15 Laurier Rd Penetanguishene ON L9M 1G8	1,406.85	0.00	1,406.85
26	BREAKAWAY FUELS LTD	3807 Old Homestead Rd, Box 86 Pefferlaw ON L0E 1N0	2,877.04	0.00	2,877.04
27	BREWERS MARINE SUPPLY	65 Guise St East Hamilton ON L8L 8B4	2,449.40	0.00	2,449.40
28	BUDGET PROPANE 01-52445	1011 Belers Rd, RR1 Gravenhurst ON P1P 1R1	1.00	0.00	1.00
29	CAMCARB LTD	155 Signet Dr North York ON M9L 1V1	339.00	0.00	339.00
30	CANADIAN GIFT COMPANY	2160 Hwy 7, Unit 34 Concord ON L4K 1W6	1,320.97	0.00	1,320.97
31	CANEVAS JYMENR.	1, 59e Avenue Saint-Paul-de-Fille-aux-Noix QC J0J 1G0	2,095.81	0.00	2,095.81
32	CARDINAL COURIER LTD	400 Brunel Rd Mississauga ON L4Z 2C2	700.28	0.00	700.28
33	CESARONI MANAGEMENT	101-3015 Kennedy Rd Toronto ON M1V 1E7	1,028,333.33	0.00	1,028,333.33
34	CHIN	135 Weatherill Rd Markham ON L6C 2Y3	36,524.00	0.00	36,524.00
35	CMC ELECTRONICS	600 Blvd Dr Frederik Phillips Saint-Laurent QC H4M 2S9	48,927.56	0.00	48,927.56
36	COMCO PETROLEUM LC*001	100 Welham Road Barrie ON L4N 8Y4	1.00	0.00	1.00
37	COMPOSITES CANADA	1100 Meyerside Dr Mississauga ON L5T 1J4	1,968.85	0.00	1,968.85
38	CRA - Canada Revenue Agency - Tax - Ontario Attn: c/o London Taxes Services Office Division Regional Intake Centre for Inso HST	451 Talbot St., 3rd Floor, PO Box 5548 London ON N6A 4R3	6,348,071.00	0.00	6,348,071.00
39	CRATE'S BELLEVILLE	25 Dundas St W Belleville ON K8P 3M7	38,772.42	0.00	38,772.42
40	CRATE'S BELLEVILLE INC.	Unknown ON	200,000.00	0.00	200,000.00
41	CRAWMET CORPORATION	132 Sheppard Ave W, Suite 100 Toronto ON M2N 1M5	0.00	5,544,323.94	5,544,323.94
42	CSST - DIRECTION REGIONALE DE LONGUEU	25 Boulevard La Fayette Longueuil QC J4K 5B7	3,298.41	0.00	3,298.41
43	CUMMINS EASTERN	7175 Pacific Circle Mississauga ON L5T 2A5	386.28	0.00	386.28
44	CUSTOM AUDIO & VIDEO 1-0000298	17 Alexander Road Newmarket ON L3Y 3J2	1.00	0.00	1.00
45	Customer Slip Deposits	Various	650,000.00	0.00	650,000.00
46	DALE BROWN	86 Virginia Beach Blvd, RR2 Sutton ON L0E 1R6	649.75	0.00	649.75
47	DEALERPLAN BARRIE	28 Currie Street, Unit 13A Barrie ON L4M 5N4	9,642.32	0.00	9,642.32

17-Dec-2014

Date


 Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932502
 Estate No. 31-1932502

FORM 78 -- Continued

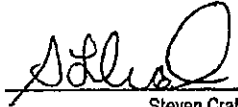
List "A"
 Unsecured Creditors

CRATE MARINE SALES LIMITED

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
48	DEREK'S DIESEL	66 Morrow Rd Barrie ON L4N 3V8	436.07	0.00	436.07
49	Dickinson Wright LLP Attn: Michael Weinczok	199 Bay Street, Suite 2200 Toronto ON M5L 1G4	60,000.00	0.00	60,000.00
50	Dodick Landau Inc. Attn: Rahn Dodick	4646 Dufferin Street, Suite 6 Toronto ON M3H 5S4	1.00	0.00	1.00
51	DOMENIC BARONE	27 Pleasant Blvd Keswick ON L4P 2S8	1,695.00	0.00	1,695.00
52	DR. WATTS	102-304 East Mall Toronto ON M9B 6E2	235,000.00	0.00	235,000.00
53	DREW MARINE TRANSPORT	38 Weford Ave Keswick ON L4P 3P7	1.00	0.00	1.00
54	DWIGHT POWELL	180 RAM FORREST ROAD Gormley ON L0H 1G0	8,500,000.00	0.00	8,500,000.00
55	DWIGHT POWELL INVESTMENTS	180 Ram Forrest Rd Gormley ON L0H 1G0	250,000.00	0.00	250,000.00
56	DYNASTY POOLS LTD	124 Dunedin Street Orillia ON L3V 5T6	1.00	0.00	1.00
57	EAGLE ENGINES	40 Doughton Rd, Unit 2 Concord ON L4K 1R2	2,398.10	0.00	2,398.10
58	ED LEARN FORD LINCOLN LTD	375 Ontario St St. Catharines ON L2R 7P7	2,323.76	0.00	2,323.76
59	ENBRIDGE CONSUMERS 103550830842	PO BOX 644 Scarborough ON M1K 5H1	1,483.58	0.00	1,483.58
60	ETR EXPRESS TOLL ROUTE 860 703 993	PO BOX 407 Sin D Scarborough ON M1R 5J8	5,541.02	0.00	5,541.02
61	EXTRA MILE PILOT	2433 13th St Menominee MI 49858 USA	349.60	0.00	349.60
62	FISH FARM SUPPLY	116 Bonnie Cres Elmira ON N3B 3J8	2,762.85	0.00	2,762.85
63	FROID MARIN INC.	5450 Rue Bordeaux Montreal QC H2H 2A8	1,330.17	0.00	1,330.17
64	GARAGE COMTOIS	936 Rue Principale St-Paul-De-Lille-Aux-Noix QC J0J 1G0	1,029.92	0.00	1,029.92
65	GPS TO GO	1960 Sharal Dr Ottawa ON K1H 6W2	870.10	0.00	870.10
66	GREAT NORTH SUPPLIES	24707 Woodbine Ave. unit#6 Keswick ON L4P 3E9	1.00	0.00	1.00
67	HO MING	Unknown ON	220,000.00	0.00	220,000.00
68	HOLDAWAY TRUCK SERVICES	81 Forest Plain Road, RR1 Orillia ON L3V 8H1	1.00	0.00	1.00
69	HOME QUINCAILLERIE	979 Principale St-Paul-De-Lille-Aux-Noix QC J0J 1G0	941.16	0.00	941.16
70	HUTCHINGS MARINE	1594 Winhara Rd Gravenhurst ON P1P 1R1	1,796.43	0.00	1,796.43
71	HYDRO ONE 200010233972	PO BOX 4102 Sin A Toronto ON M5W 3L3	122,177.15	0.00	122,177.15

17-Dec-2014

Date


 Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932502
 Estate No. 31-1932502

FORM 78 - Continued

List "A"
 Unsecured Creditors

CRATE MARINE SALES LIMITED

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
72	HYDRO QUEBEC 106 805 344	Succ Youville, Case Postale 270 Montreal QC H2P 2V4	451.38	0.00	451.38
73	IDEAL SUPPLY 015511	1045 Wallace Ave N Listowel ON N4W 3H7	1.00	0.00	1.00
74	IMAGE AIR CHARTER	2833 16th Avenue, Box 180 Markham ON L3R 0P8	18,117.64	0.00	18,117.64
75	INDUSTRIAL ALLIANCE	2 Blackburn Ave Nottawa ON L0M 1P0	528.03	0.00	528.03
76	IRWIN JACOBS	Unknown ON	150,000.00	0.00	150,000.00
77	IZART IMAGING	1111 Davis Dr, Unit 1 Newmarket ON M5W 3G4	5,399.43	0.00	5,399.43
78	JACQUES LAUZON MARINE	43 57E Avenue St-Paul-De-Lille-Aux-Noix QC J0J 1G0	287.44	0.00	287.44
79	JEAN-PIERRE GUAY TRSP INC	1700 Grand-Bernier St-Blaise QC J0J 1W0	439.86	0.00	439.86
80	KAHILL	5402 Royal Aberdeen Rd Mississauga ON L4Z 3B9	61,916.54	0.00	61,916.54
81	KAWARTHA PROP	A-14 FR25 Buckhorn ON K0L 2H0	7,633.15	0.00	7,633.15
82	KEM/FIX	840 Montee St St Julie QC J3E 1W9	2,916.12	0.00	2,916.12
83	KIMPEX INC	5355 St Roch Street Drummondville QC J2E 0B4	24,626.09	0.00	24,626.09
84	KROPF INDUSTRIAL	1 Quebec Dr Seguin ON P2A 0B2	12,863.91	0.00	12,863.91
85	KYTECH MACHINE WORKS	33 Albert St Mount Albert ON L0G 1M0	7,989.31	0.00	7,989.31
86	KYTECH CRL001	33 Albert Street Mount Albert ON L0G 1M0	1.00	0.00	1.00
87	LAND N SEA 400735	8698 Escarpment Way Milton ON L9T 0M1	1.00	0.00	1.00
88	LEVINE, LEONARD	22 Shallmar Blvd, Apt. 801 Toronto ON M5N 2Z8	100,000.00	0.00	100,000.00
89	LIFESTYLE INTEGRATED	72 Churchill Drive, Unit 1 Barrie ON L4N 8Z5	847.50	0.00	847.50
90	LOLIMPIN GYM EQUIPMENT	610 Bowes Rd, Unit 5 Concord ON L4K 4A4	474.60	0.00	474.60
91	M.R.F. VINYLE INC	4 Carmen St-Jean-Sur-Richelieu QC J2X 5M8	1,092.27	0.00	1,092.27
92	MACGREGORS	Unknown ON	485.00	0.00	485.00
93	MARINA ST-MATHIAS	874 Chemin Des Patriotes St-Mathias-Sure-Richelieu QC J3L 6A2	319.10	0.00	319.10
94	MARK KITELY	Unknown ON	585.00	0.00	585.00
95	MARQUIS YACHTS	790 Markham Dr, P.O. Box 1010 Pulaski WI 54162 USA	3,586.46	0.00	3,586.46

17-Dec-2014

Date


 Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932502
 Estate No. 31-1932502

FORM 78 -- Continued


List "A"
 Unsecured Creditors

CRATE MARINE SALES LIMITED

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
96	MIS PRINT & DIGITAL COMMUNICATIONS	800 Cochrane Dr Markham ON L3R 8C9	13,515.30	0.00	13,515.30
97	MID ONTARIO DISPOSAL	Station Main, P.O. Box 9 Orillia ON L3V 6H9	1.00	0.00	1.00
98	MIKE'S AUTO BODY & TIRE	Hwy 12 South, Box 39 Brechin ON L0K 1B0	1.00	0.00	1.00
99	MILL-FAB	391 College Street E Belleville ON K8N 5S7	10,648.25	0.00	10,648.25
100	MINNASIAN, RAY	165 Alpine Cres Richmond Hill ON L4S 1W4	29,424.42	0.00	29,424.42
101	MONTHEITH, BAKER, JOHNSTON & DOODNAUTH	227 Eagle St E Newmarket ON L3Y 4X1	2,032.58	0.00	2,032.58
102	MORRIS MANNING	337 Spadina Road Toronto ON M5P 2V5	21,769.62	0.00	21,769.62
103	MP ACCOUNTING SERVICES	27 Arnold Heights Dr Markham ON L6L 0E8	122,887.50	0.00	122,887.50
104	MR. ELECTRIC	1111 Davis Dr, Unit 1, Suite 407 Newmarket ON L3Y 9E5	2,231.75	0.00	2,231.75
105	NEBS BUSINESS FORMS LTD	330 Cranston Cres Midland ON L4R 4V9	788.03	0.00	788.03
106	NOAH'S	54 Six Point Rd Toronto ON M8Z 2X2	1,501.93	0.00	1,501.93
107	NORTHLAND SUPPLY COMPANY LC1222	Box 23 Keswick ON L4P 3E1	1.00	0.00	1.00
108	OFFICE IMAGING	Unit 4 18 Alliance Blvd Barrie ON L4M 5A5	413.72	0.00	413.72
109	ON THE SPOT SANDBLASTING	342 Bay Street Midland ON L4R 1K2	1.00	0.00	1.00
110	ORILLIA AND DISTRICT CHAMBER OF COMMERCE	150 Front S Orillia ON L3V 4S7	1,695.00	0.00	1,695.00
111	Other Customer Deposits	Various	1.00	0.00	1.00
112	Pallet Volo LLP Attn: Alex Ichenko	77 City Centre Drive, West Tower, Suite 300 Mississauga ON L5B 1M5	1.00	0.00	1.00
113	PARISH GEOMORPHIC LTD	200-2500 Meadowpine Blvd Mississauga ON L5N 6C4	21,210.10	0.00	21,210.10
114	PARRY AUTOMOTIVE 2083	84 Dunedin Street, P.O. Box 414 Orillia ON L3V 6J8	1.00	0.00	1.00
115	PIECES DAUTO ST-JEAN INC	650, Dijon St-Jean-Sur-Richelieu QC J3B 8G3	375.79	0.00	375.79
116	PIETRACOUPE & ASS INC	199 Vanier St-Jean-Sur-Richelieu QC J3B 3R6	13,029.55	0.00	13,029.55
117	PIONEER PETROLEUM	5360 South Service Rd Burlington ON L7L 5L1	5,786.69	0.00	5,786.69
118	POWELL JONES	121 Anne St S Barrie ON L4N 7B6	44,070.00	0.00	44,070.00
119	PRIMUS CANADA 2518248	PO BOX 4662 Stn A Toronto ON M5W 5H4	656.66	0.00	656.66

17-Dec-2014

Date


 Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932502
 Estate No. 31-1932502

FORM 78 -- Continued

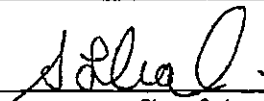
List "A"
 Unsecured Creditors

CRATE MARINE SALES LIMITED

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
120	PRIVATE AIR INC	2039 Derek Burney Dr Thunder Bay ON P7K 0A1	7,873.59	0.00	7,873.59
121	QUEBEC YACHTING INC	43 Rue De Diman Laval QC H7N 2X8	2,293.75	0.00	2,293.75
122	RA KON MARINE SURVEYORS	1826 St Johns Rd Innisfil ON L9S 1T4	3,050.84	0.00	3,050.84
123	RBC	10 York Mills Rd Toronto ON M2P 0A2	141,442.05	0.00	141,442.05
124	REDI FIRE PROTECTION	1895 Clements Road, Unit2 Pickering ON L1W 3V5	1.00	0.00	1.00
125	REVENUE QUEBEC	Succursale Desjardin, Case Postale 8025 Montreal QC H5B 0A8	1.00	0.00	1.00
126	RIGHTWAY CRANE & MANUFACTURING	1184A Spears Rd Oakville ON L6L 2X4	844.68	0.00	844.68
127	ROGERS CABLE 239-184136504	PO BOX 4100 Don Mills ON M3C 3N9	2,217.07	0.00	2,217.07
128	ROGERS WIRELESS 5-7625-2373	PO BOX 9100 Don Mills ON M3C 3P9	3,027.02	0.00	3,027.02
129	ROGERS 6-7034-1098	P.O. Box 9100 Don Mills ON M3C 3P9	832.85	0.00	832.85
130	ROMITH INVESTMENTS	1401-2200 Yonge St Toronto ON M4S 2C6	2,890,000.00	0.00	2,890,000.00
131	SIMCOE PROP REPAIR	25223 Valley View Drive Sutton ON L0E 1R0	1.00	0.00	1.00
132	SLAVA LEVIN	71 Antonini Court Vaughn ON L6A 4R4	172,500.00	0.00	172,500.00
133	SSLIK CONTRACTING	143 Huron St Oshawa ON L1H 5E3	290.25	0.00	290.25
134	STAPLES BUSINESS DEPOT 4530941326543002	STN Centre-villa, C/O FCDQ p.o. box 8601 Montreal ON H3C 3V2	1.00	0.00	1.00
135	STEWART PRESS	67 Yonge Street, Suite 801 Toronto ON M5E 1J8	15,000.00	0.00	15,000.00
136	STOLL METAL SALES INC	1993 Glenarm Road Cameron ON K0M 1G0	2,156.20	0.00	2,156.20
137	STRONGCO	1051 Heritage Rd Burlington ON L7L 4Y1	777.44	0.00	777.44
138	STRUCTFORM	SECURED ON BOAT 84 Passmore Ave Toronto ON M1V 4S9	350,000.00	0.00	350,000.00
139	SUPERIOR PROPANE	PO BOX 1900 Thunder Bay ON P7C 0B5	3,139.98	0.00	3,139.98
140	TAKE HOLD MARKETING	PO BOX 118 Barrie ON L4M 4S9	1,808.00	0.00	1,808.00
141	TECHINCAL STANDARDS SAFETY AUTHORITY 101865	3300 Bloor St. W, 14th Floor, Centre Tower Toronto ON M8X 2X4	1.00	0.00	1.00
142	TK PEST CONTROL TK252	P.O. Box 2625 Orillia ON L3V 7C1	1.00	0.00	1.00
143	TRIDEN DISTRIBUTORS	922 Dillingham Rd Pickering ON L1W 1Z6	432.31	0.00	432.31

17-Dec-2014

Date


 Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932502
 Estate No. 31-1932502

FORM 78 -- Continued

List "A"
 Unsecured Creditors

CRATE MARINE SALES LIMITED

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
144	UPPER SOLUTIONS	89 Sandwood Dr Thornhill ON L4J 8W5	9,469.17	0.00	9,469.17
145	UPS CANADA	PO BOX 4900 Stn A Toronto ON M5W 0A7	3,209.66	0.00	3,209.66
146	UXBRIDGE SMALL ENGINES	3 Douglas Road, P.O. Box 249 Uxbridge ON L9P 1M7	1.00	0.00	1.00
147	VIRGINIA AUTO CENTRE	28147 Hwy#48 Pefferlaw ON L0E 1N0	1.00	0.00	1.00
148	VOLVO PENTA 043037	7972 Enterprise Street Burnaby BC V5A 1V7	46,687.45	0.00	46,687.45
149	WHITE AND WHITE CUSTOM BROKERS	2601 Matheson Blvd, Unit 45 Mississauga ON L4W 5A8	5,723.47	0.00	5,723.47
150	William Money Attn: Iain Donnell	c/o Donnell Law Group 183 Simcoe Avenue Keswick ON L4P 2H6	0.00	0.00	0.00
151	WORKPLACE SAFETY & INSURANCE BOARD	PO BOX 4115 Stn A Toronto ON M5W 2V3	18,505.09	0.00	18,505.09
152	XTREME GRAPHICS	31 Paradise Blvd Breckin ON L0K 1B0	1.00	0.00	1.00
153	ZEE MEDICAL CANADA CORPORATION C80100	PO BOX 2572 Stn M Calgary AB T2P 3L4	292.52	0.00	292.52
Total:			23,535,731.26	5,544,323.94	29,080,055.20

17-Dec-2014

Date


 Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932502
 Estate No. 31-1932502

FORM 78 -- Continued

List "B"
 Secured Creditors

CRATE MARINE SALES LIMITED

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	1728259 ONTARIO INC	100 Grandview Rd Port McNicoll ON L0K 1R0	327,957.38	Motor Vehicles - Other - Lift Boat	30-Jan-1963	327,957.38		
2	CRA - Canada Revenue Agency - Tax - Ontario Attn: c/o London Taxes Services Office Division Regional Intake Centre for Insol SOURCE DEDUCTIONS	451 Talbot St., 3rd Floor, PO Box 5548 London ON N6A 4R3	220,000.00	Debts Due - Business - Accounts Receivable	30-Jan-1963	220,000.00		
3	CRATE'S BELLEVILLE INC	132 Sheppard Ave W, Suite 100 Toronto ON M2N 1M5	1,170,145.25	Business Assets - Stock In Trade - New and used boat inventory	30-Jan-1963	1,170,145.25		
4	CRATE MET CORPORATION	132 Sheppard Ave W, Suite 100 Toronto ON M2N 1M5	7,867,341.50	Business Assets - Stock In Trade - Parts Inventory Business Assets - Machinery - Machinery and shop equipment Business Assets - Machinery - Small tools Business Assets - Trade Fixtures - Boat display accessories Business Assets - Trade Fixtures - Signs Debts Due - Business - Due from related companies Furniture - Computer hardware and software Furniture - Office furniture, etc. Debts Due - Business - Accounts Receivable Business Assets - Stock In Trade - New and used boat inventory Motor Vehicles - Automobile	30-Jan-1963 30-Jan-1963 30-Jan-1963 30-Jan-1963 30-Jan-1963 30-Jan-1963 30-Jan-1963 30-Jan-1963 30-Jan-1963 30-Jan-1963 30-Jan-1963	30,000.00 200,000.00 20,000.00 10,000.00 0.00 500,000.00 0.00 5,000.00 366,000.00 592,028.56 599,989.00		5,544,323.94
5	DWIGHT POWELL INVESTMENTS	180 Ram Forrest Rd Gormley ON L0H 1G0	7,500,000.00	Real Property or Immovable - Building and Land - Keswick - 778 Mac Avenue	30-Jan-1963	7,500,000.00		
6	ED LEARN FORD LINCOLN LTD	375 Ontario St St. Catharines ON L2R 7P7	1.00	Motor Vehicles - Automobile	30-Jan-1963	1.00		

17-Dec-2014

Date


 Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932502
 Estate No. 31-1932502

FORM 78 -- Continued

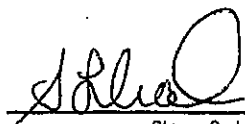
List 'B'
 Secured Creditors

CRATE MARINE SALES LIMITED

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
7	FINANCIALINX CORPORATION	2001 Sheppard Ave. E., 6th Fl Toronto ON M2J 4Z8	1.00	Motor Vehicles - Automobile	30-Jan-1963	1.00		
8	FORD CREDIT CANADA LIMITED	P.O. Box 2400 Edmonton AB T5J 5C7	1.00	Motor Vehicles - Automobile	30-Jan-1963	1.00		
9	GENERAL ELECTRIC CANADA	5500 North Service Road, 8th Floor Burlington ON L7L 6W6	1.00	Motor Vehicles - Automobile	30-Jan-1963	1.00		
10	KCS INTERNATIONAL, INC.	804 Pecor Street Oconto WI 54153-0078 USA	1.00	Motor Vehicles - Automobile	30-Jan-1963	1.00		
11	LEEWAY AUTO SALES LTD.	P.O. Box 279 King City ON L7B 1A6	1.00	Motor Vehicles - Automobile	30-Jan-1963	1.00		
12	MARQUIS YACHTS	790 Markham Dr, P.O. Box 1010 Pulaski WI 54162 USA	1.00	Motor Vehicles - Automobile	30-Jan-1963	1.00		
13	MP ACCOUNTING SERVICES	27 Arnold Heights Dr Markham ON L6L 0E8	1.00	Motor Vehicles - Automobile	30-Jan-1963	1.00		
14	NATIONAL LEASING GROUP INC.	1525 Buffalo Place Winnipeg MB R3T 1L9	1.00	Motor Vehicles - Automobile	30-Jan-1963	1.00		
15	PLAZA KIA OF THORNHILL	7079 Yonge Street Thornhill ON L3T 2A7	1.00	Motor Vehicles - Automobile	30-Jan-1963	1.00		
16	STRUCTFORM	SECURED ON BOAT 84 Passmore Ave Toronto ON M1V 4S9	380,341.19	Business Assets - Stock In Trade - New and used boat inventory	30-Jan-1963	380,341.19		
17	Town of Georgina	26557 Civic Centre Road RR #2 Keswick ON L4P 3E9	1.00	Real Property or Immovable - Building and Land - Keswick - 7/8 Mac Avenue	30-Jan-1963	1.00		
18	UPLANDS CHARITABLE	2200 Yonge St Toronto ON M4S 2C6	1,000,000.00	Real Property or Immovable - Building and Land - Keswick - 7/8 Mac Avenue	30-Jan-1963	1,000,000.00		
19	VFS CANADA INC.	205 Industrial Pkwy N. Unit 5 Aurora ON L4G 4C4	1.00	Motor Vehicles - Automobile	30-Jan-1963	1.00		
Total:			18,465,797.32			12,921,473.38	0.00	5,544,323.94

17-Dec-2014

Date


 Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932502
Estate No. 31-1932502

FORM 78 - Continued

List "C"
Preferred Creditors for Wages, Rent, etc.

CRATE MARINE SALES LIMITED

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
1	2124915 ONTARIO INC.	PO BOX 195 Brechin ON L0K 1B0		-	419,185.61	0.00	419,185.61
2	Various Employees	Various		-	96,000.00	0.00	96,000.00
Total:					515,185.61	0.00	515,185.61

17-Dec-2014

Date


Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932502
Estate No. 31-1932502

FORM 78 -- Continued


List "D"
Contingent or Other Liabilities

CRATE MARINE SALES LIMITED

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

17-Dec-2014

Date


Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932502
 Estate No. 31-1932502

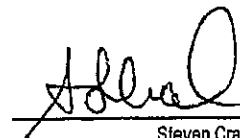
FORM 78 -- Continued

List "E"
 Debts Due to the Bankrupt
 CRATE MARINE SALES LIMITED

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Accounts Receivable	N/A ON	A/R	586,000.00 1,677,000.00 0.00		30-Jan-1963	586,000.00	n/a
2	Due from related companies	N/A ON	Related company loans	500,000.00 1,760,970.00 0.00		30-Jan-1963	500,000.00	N/A
Total:				1,086,000.00 3,437,970.00 0.00			1,086,000.00	

17-Dec-2014

Date



Steven Crato

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932502
Estate No. 31-1932502

FORM 78 -- Continued

List "F"


Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

CRATE MARINE SALES LIMITED

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

17-Dec-2014

Date


Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932502
 Estate No. 31-1932502

FORM 78 – Continued

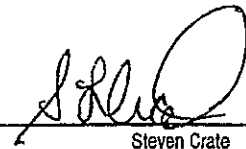
List "G"
 Real Property or Immovables Owned by Bankrupt

CRATE MARINE SALES LIMITED

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Building and Land - Keswick - 78 Mac Avenue	100% owner	Crate Marine Sales Limited	8,500,001.00	UPLANDS CHARITABLE 2200 Yonge St Toronto ON M4S 2C6 1,000,000.00 Town of Georgina 26557 Civic Centre Road RR #2 Keswick ON L4P 3E9 1.00 DWIGHT POWELL INVESTMENTS 180 Ram Forrest Rd Gormley ON L0H 1G0 7,500,000.00	0.00
Total:			8,500,001.00		0.00

17-Dec-2014

Date



Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932502
 Estate No. 31-1932502

FORM 78 -- Concluded

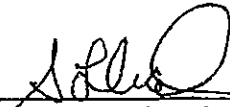
List "H"
 Property

CRATE MARINE SALES LIMITED
 FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade	Crate Marine Sales Limited	New and used boat inventory	2,206,000.00	2,142,515.00
	Crate Marine Sales Limited	Parts inventory	111,000.00	30,000.00
(b) Trade fixtures, etc.	Crate Marine Sales Limited	Boat display accessories	57,800.00	10,000.00
	Crate Marine Sales Limited	Signs	69,500.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant	Crate Marine Sales Limited	Machinery and shop equipment	1,414,100.00	200,000.00
	Crate Marine Sales Limited	Small tools	181,800.00	20,000.00
(g) Furniture		Computer hardware and software	519,800.00	0.00
		Office furniture, etc.	944,800.00	5,000.00
(h) Life Insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles		Automobile	1,292,300.00	600,000.00
		Other - Lift Boat	543,400.00	327,957.38
(l) Taxes			0.00	0.00
			Total:	3,335,472.38

17-Dec-2014

Date


 Steven Crate

Court No. 31-1932502

Estate No. 31-1932502

In the matter of the bankruptcy of
CRATE MARINE SALES LIMITED

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

A. Farber & Partners Inc. - Trustee

150 York, Suite 1600
Toronto ON M5H 3S5
Phone: (416) 497-0150 Fax: (416) 496-3839

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932534
 Estate No. 31-1932534

Original Amended

Form 78
 Statement of Affairs (Business Bankruptcy) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)


In the matter of the bankruptcy of
 F.S. CRATE & SONS LIMITED


To the bankrupt:
 You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 8th day of December 2014. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	3,336,338.00	1. Inventory	0.00
Balance of secured claims as per list "B"	2,000,000.00	2. Trade fixtures, etc.	0.00
Total unsecured creditors	5,336,338.00	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	14,591,334.61	Good	0.00
3. Preferred creditors as per list "C"	0.00	Doubtful	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00	Bad	2,279,429.00
Total liabilities	19,927,672.61	Estimated to produce	0.00
Surplus	NIL	4. Bills of exchange, promissory note, etc., as per list "F" ...	0.00
		5. Deposits in financial institutions	0.00
		6. Cash	0.00
		7. Livestock	0.00
		8. Machinery, equipment and plant	0.00
		9. Real property or immovable as per list "G"	14,591,334.61
		10. Furniture	0.00
		11. RRSPs, RRIFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	0.00
		15. Other property, as per list "H"	0.00
		If bankrupt is a corporation, add:	
		Amount of subscribed capital	0.00
		Amount paid on capital	0.00
		Balance subscribed and unpaid	0.00
		Estimated to produce	0.00
		Total assets	14,591,334.61
		Deficiency	5,336,338.00

I, Steven Crate, of the City of Willow Beach in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 8th day of December 2014 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act. *F.S. Crate + Sons Limited's (the "Company")*

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Toronto in the Province of Ontario, on this 17th day of December 2014.


 Diane Da Silva-Falcione, Commissioner of Oaths
 For the Province of Ontario
 Expires Jan. 16, 2015


 Steven Crate

*Diane Da Silva-Falcione, A Commissioner, etc.,
 Province of Ontario, for A. Farber & Partners Inc.
 Trustee in Bankruptcy.
 Expires: January 16, 2018.*

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932534
Estate No. 31-1932534

FORM 78 - Continued

List "A"
Unsecured Creditors

F.S. CRATE & SONS LIMITED

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	1282648 Ontario Ltd.	c/o A. Farber & Partners Inc., Trustee 150 York Street, Suite 1600 Toronto ON M5H 3S5	225,000.00	0.00	225,000.00
2	Crate Marine Sales Limited	c/o A. Farber & Partners Inc., Trustee 150 York Street, Suite 1600 Toronto ON M5H 3S5	611,000.00	0.00	611,000.00
3	Dwight Powell Investments	180 Ram Forrest Road Gormley ON L0H 1G0	0.00	2,000,000.00	2,000,000.00
4	Hydro One 200100265534	PO Box 5700 Markham ON L3R 1C8	338.00	0.00	338.00
5	Romith Investments	1401 - 2200 Yonge Street Toronto ON M4S 2C6	2,500,000.00	0.00	2,500,000.00
Total:			3,336,338.00	2,000,000.00	5,336,338.00

17-Dec-2014

Date



Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932534
 Estate No. 31-1932534

FORM 78 - Continued

List "B"
 Secured Creditors

F.S. CRATE & SONS LIMITED

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Crawmet Corp.	132 Sheppard Avenue West Toronto ON M2N 1M5	9,000,000.00	Real Property or Immovable - Land - Keswick - 282/290 The Queensway S. Real Property or Immovable - Land - Keswick - 15 Mac Avenue	25-Apr-2005 25-Apr-2005	7,500,000.00 1,500,000.00		
2	Dwight Powell Investments	180 Ram Forrest Road Gormley ON L0H 1G0	7,500,000.00	Real Property or Immovable - Land - Keswick - 282/290 The Queensway S. Real Property or Immovable - Land - Keswick - 15 Mac Avenue	25-Apr-2005 25-Apr-2005	0.00 5,500,000.00		2,000,000.00
3	Town of Georgina 11036005 / 00079344	26557 Civic Centre Rd RR#2 Keswick ON L4P 3E9	17,206.35	Real Property or Immovable - Land - Keswick - 15 Mac Avenue	25-Apr-2005	17,206.35		
4	Town of Georgina 11040692 / 11040684	26557 Civic Centre Rd RR#2 Keswick ON L4P 3E9	74,128.26	Real Property or Immovable - Land - Keswick - 282/290 The Queensway S.	25-Apr-2005	74,128.26		
Total:			16,591,334.61			14,591,334.51	0.00	2,000,000.00

17-Dec-2014

Date


 Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932534
Estate No. 31-1932534

FORM 78 -- Continued

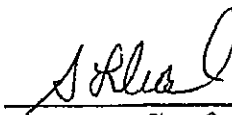
List "C"
Preferred Creditors for Wages, Rent, etc.

F.S. CRATE & SONS LIMITED

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

17-Dec-2014

Date



Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932534
Estate No. 31-1932534

FORM 78 - Continued

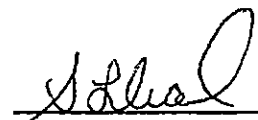
List "D"
Contingent or Other Liabilities

F.S. CRATE & SONS LIMITED

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

17-Dec-2014

Date


Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932534
 Estate No. 31-1932534

FORM 78 -- Continued

List "E"
 Debts Due to the Bankrupt
 F.S. CRATE & SONS LIMITED

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	A/R - 1382415 Ontario Ltd.	n/a ON	Accounts Receivable	0.00 0.00 1,854,429.00		25-Apr-2005	0.00	n/a
2	A/R - 1382416 Ontario Ltd.	n/a ON	Accounts Receivable	0.00 0.00 425,000.00		25-Apr-2005	0.00	n/a
Total:				0.00 0.00 2,279,429.00			0.00	

17-Dec-2014

Dale



Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932534
 Estate No. 31-1932534

FORM 78 -- Continued

List 'F'

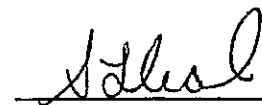
Bills of Exchange, Promissory Notes, Lien Notes, Chattel
 Mortgages, etc., Available as Assets

F.S. CRATE & SONS LIMITED

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total				0.00		0.00	

17-Dec-2014

Date



Steven Crata

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932534
 Estate No. 31-1932534

FORM 78 -- Continued

List "G"
 Real Property or Immovables Owned by Bankrupt

F.S. CRATE & SONS LIMITED

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Land - Keswick - 15 Mac Avenue	100% owner	F.S. Crate & Sons Limited	7,017,206.35	Town of Georgina 26557 Civic Centre Rd RR#2 Keswick ON L4P 3E9 17,206.35 Crawmet Corp. 132 Sheppard Avenue West Toronto ON M2N 1M5 9,000,000.00 Dwight Powell Investments 180 Ram Forrest Road Gormley ON L0H 1G0 7,500,000.00	0.00
Land - Keswick - 282/290 The Queensway S.	100% owner	F.S. Crate & Sons Limited	7,574,128.26	Town of Georgina 26557 Civic Centre Rd RR#2 Keswick ON L4P 3E9 74,128.26 Crawmet Corp. 132 Sheppard Avenue West Toronto ON M2N 1M5 9,000,000.00 Dwight Powell Investments 180 Ram Forrest Road Gormley ON L0H 1G0 7,500,000.00	0.00
Total:			14,591,334.61		0.00

17-Dec-2014

Date



Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932534
 Estate No. 31-1932534

FORM 78 - Concluded

List "H"
 Property

F.S. CRATE & SONS LIMITED
 FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other		Investment in shareholder life insurance policies	28,194.00	0.00
			Total:	0.00

17-Dec-2014

Date


 Steven Crate

Court No. 31-1932534

Estate No. 31-1932534

In the matter of the bankruptcy of
F.S. CRATE & SONS LIMITED

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

A. Farber & Partners Inc. - Trustee

150 York, Suite 1600
Toronto ON M5H 3S5
Phone: (416) 497-0150 Fax: (416) 496-3839

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932555
 Estate No. 31-1932555

Original Amended

Form 78
 Statement of Affairs (Business Bankruptcy) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)
 In the matter of the bankruptcy of
 1382416 ONTARIO LTD.


To the bankrupt:
 You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 8th day of December 2014. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	425,001.00
Balance of secured claims as per list "B"	0.00
Total unsecured creditors	425,001.00
2. Secured creditors as per list "B"	0.00
3. Preferred creditors as per list "C"	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00
Total liabilities	425,001.00
Surplus	NIL

ASSETS (as stated and estimated by the officer)	
1. Inventory	0.00
2. Trade fixtures, etc.	0.00
3. Accounts receivable and other receivables, as per list "E"	
Good	0.00
Doubtful	425,001.00
Bad	0.00
Estimated to produce	0.00
4. Bills of exchange, promissory note, etc., as per list "F" ...	0.00
5. Deposits in financial institutions	0.00
6. Cash	0.00
7. Livestock	0.00
8. Machinery, equipment and plant	0.00
9. Real property or immovable as per list "G"	0.00
10. Furniture	0.00
11. RRSPs, RRIFs, life insurance, etc.	0.00
12. Securities (shares, bonds, debentures, etc.)	0.00
13. Interests under wills	0.00
14. Vehicles	0.00
15. Other property, as per list "H"	0.00
If bankrupt is a corporation, add:	
Amount of subscribed capital	0.00
Amount paid on capital	0.00
Balance subscribed and unpaid	0.00
Estimated to produce	0.00
Total assets	0.00
Deficiency	425,001.00

I, Steven Crate, of the City of Willow Beach in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 8th day of December 2014 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED) before me at the City of Toronto in the Province of Ontario, on this 17th day of December 2014.


 Diane Da Silva-Falcione, Commissioner of Oaths
 For the Province of Ontario
 Expires Jan. 16, 2015


 Steven Crate

Diane Da Silva-Falcione, A Commissioner, etc.,
 Province of Ontario, for A. Farber & Partners Inc.
 Trustee in Bankruptcy.
 Expires: January 16, 2018.

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932555
Estate No. 31-1932555

FORM 78 - Continued

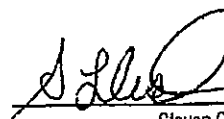
List "A"
Unsecured Creditors

1382416 ONTARIO LTD.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	F.S. Crate & Sons Limited	c/o A. Farber & Partners Inc., Trustee 150 York Street, Suite 1600 Toronto ON M5H 3S5	425,000.00	0.00	425,000.00
2	Hydro One	PO Box 5700 Markham ON L3R 1C8	1.00	0.00	1.00
Total:			425,001.00	0.00	425,001.00

17-Dec-2014

Date



Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932555
Estate No. 31-1932555

FORM 78 - Continued

List "B"
Secured Creditors

1382416 ONTARIO LTD.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
			Total:			0.00	0.00	0.00

17-Dec-2014

Date



Steven Crata

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932555
Estate No. 31-1932555

FORM 78 - Continued

List "C"
Preferred Creditors for Wages, Rent, etc.

1382418 ONTARIO LTD.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

17-Dec-2014

Date



Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932555
Estate No. 31-1932555

FORM 78 -- Continued

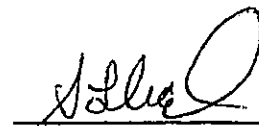
List "D"
Contingent or Other Liabilities

1382416 ONTARIO LTD.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
			Total:	0.00	0.00	

17-Dec-2014

Date



Steven Crata

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932555
 Estate No. 31-1932555

FORM 78 - Continued

List "E"
 Debts Due to the Bankrupt
 1382416 ONTARIO LTD.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Due from 1282648 Ontario Limited	N/A	Loan	0.00 400,001.00 0.00		01-Jan-1931	0.00	N/A
2	Due from 1328559 Ontario Limited	N/A	Loan	0.00 500.00 0.00		01-Jan-1931	0.00	N/A
3	Due from 1330732 Ontario Limited	N/A	Loan	0.00 500.00 0.00		01-Jan-1931	0.00	N/A
4	Due from Crata Marine Sales Limited	N/A	Loan	0.00 24,000.00 0.00		01-Jan-1931	0.00	N/A
Total:				0.00 425,001.00 0.00			0.00	

17-Dec-2014

Date


 Steven Crata

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932555
Estate No. 31-1932555

FORM 78 -- Continued

List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

1382416 ONTARIO LTD.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

17-Dec-2014

Date



Steven Crata

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932555
Estate No. 31-1932555

FORM 78 - Continued

List "G"
Real Property or Immovables Owned by Bankrupt

1382416 ONTARIO LTD.

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Total:			0.00		0.00

17-Dec-2014

Date


Steven Crato

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932555
 Estate No. 31-1932555

FORM 78 - Concluded

List "H"
 Property

1382416 ONTARIO LTD.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
			Total	0.00

17-Dec-2014

Date


 Steven Crata

Court No. 31-1932555

Estate No. 31-1932555

In the matter of the bankruptcy of
1382416 ONTARIO LTD.

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

A. Farber & Partners Inc. - Trustee

150 York, Suite 1600
Toronto ON M5H 3S5
Phone: (416) 497-0150 Fax: (416) 496-3839

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932553
 Estate No. 31-1932553

Original Amended

Form 78
 Statement of Affairs (Business Bankruptcy) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)
 in the matter of the bankruptcy of
 1382415 ONTARIO LTD.


To the bankrupt:
 You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 8th day of December 2014. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	1,854,430.00
Balance of secured claims as per list "B"	0.00
Total unsecured creditors	1,854,430.00
2. Secured creditors as per list "B"	0.00
3. Preferred creditors as per list "C"	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00
Total liabilities	1,854,430.00
Surplus	NIL

ASSETS (as stated and estimated by the officer)	
1. Inventory	0.00
2. Trade fixtures, etc.	0.00
3. Accounts receivable and other receivables, as per list "E"	
Good	0.00
Doubtful	0.00
Bad	0.00
Estimated to produce	0.00
4. Bills of exchange, promissory note, etc., as per list "F" ..	0.00
5. Deposits in financial institutions	0.00
6. Cash	0.00
7. Livestock	0.00
8. Machinery, equipment and plant	0.00
9. Real property or immovable as per list "G"	0.00
10. Furniture	0.00
11. RRSPs, RRIAs, life insurance, etc.	0.00
12. Securities (shares, bonds, debentures, etc.)	0.00
13. Interests under wills	0.00
14. Vehicles	0.00
15. Other property, as per list "H"	0.00
If bankrupt is a corporation, add:	
Amount of subscribed capital	0.00
Amount paid on capital	0.00
Balance subscribed and unpaid	0.00
Estimated to produce	0.00
Total assets	0.00
Deficiency	1,854,430.00

1, Steven Crate, of the City of Willow Beach in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 8th day of December 2014 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act. 1382415 Ontario Ltd.'s (the "Company") *SSR* *SSR*

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Toronto in the Province of Ontario, on this 17th day of December 2014.


 Diane Da Silva-Falcione, Commissioner of Oaths
 For the Province of Ontario
 Expires Jan. 16, 2015


 Steven Crate

Diane Da Silva-Falcione, A Commissioner, etc.,
 Province of Ontario, for A. Farber & Partners Inc.
 Trustee in Bankruptcy.
 Expires: January 16, 2018.

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932553
Estate No. 31-1932553

FORM 78 -- Continued

List "A"
Unsecured Creditors

1382415 ONTARIO LTD.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	F.S. Crate & Sons Limited	c/o A. Farber & Partners Inc., Trustees 150 York Street, Suite 1600 Toronto ON M5H 3S5	1,854,429.00	0.00	1,854,429.00
2	Hydro One	PO Box 5700 Markham ON L3R 1C8	1.00	0.00	1.00
Total:			1,854,430.00	0.00	1,854,430.00

17-Dec-2014

Date


Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932553
Estate No. 31-1932553

FORM 78 -- Continued


List "B"
Secured Creditors

1382415 ONTARIO LTD.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
			Total:			0.00	0.00	0.00

17-Dec-2014

Date



Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932553
Estate No. 31-1932553

FORM 78 - Continued


List "C"
Preferred Creditors for Wages, Rent, etc.

1382415 ONTARIO LTD.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend	
					Total	0.00	0.00	0.00

17-Dec-2014

Date


Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932553
Estate No. 31-1932553

FORM 78 - Continued

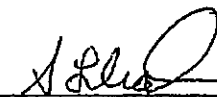
List "D"
Contingent or Other Liabilities

1382415 ONTARIO LTD.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

17-Dec-2014

Date



Steven Crala

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932553
Estate No. 31-1932553

FORM 78 - Continued

List "E"
Debts Due to the Bankrupt
1382415 ONTARIO LTD.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
			Total:	0.00 0.00 0.00			0.00	

17-Dec-2014

Date



Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932553
Estate No. 31-1932553

FORM 78 - Continued

List "F"

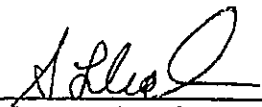
Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

1382415 ONTARIO LTD.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

17-Dec-2014

Date



Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932553
Estate No. 31-1932553

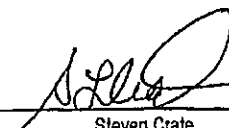
FORM 78 - Continued

List "G"
Real Property or Immovables Owned by Bankrupt
1382415 ONTARIO LTD.

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Total:			0.00		0.00

17-Dec-2014

Date



Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932553
 Estate No. 31-1932553

FORM 78 - Concluded

List "H"
 Property

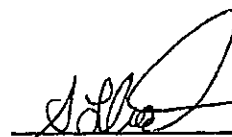
1382415 ONTARIO LTD.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other		Investment in F.S. Crate & Sons Limited	366.00	0.00
		Due from shareholders	1,854,364.00	0.00
			Total:	0.00

17-Dec-2014

Date



Steven Crate

Court No. 31-1932553

Estate No. 31-1932553

In the matter of the bankruptcy of
1382415 ONTARIO LTD.

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

A. Farber & Partners Inc. - Trustee

150 York, Suite 1600
Toronto ON M5H 3S5
Phone: (416) 497-0150 Fax: (416) 496-3839

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932557
 Estate No. 31-1932557

Original Amended


Form 78
 Statement of Affairs (Business Bankruptcy) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)
 In the matter of the bankruptcy of
 1328559 ONTARIO LIMITED

To the bankrupt:
 You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 8th day of December 2014. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A"	1. Inventory
Balance of secured claims as per list "B"	2. Trade fixtures, etc.
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
2. Secured creditors as per list "B"	Good
3. Preferred creditors as per list "C"	Doubtful
4. Contingent, trust claims or other liabilities as per list "D"	Bad
estimated to be reclaimable for	Estimated to produce
Total liabilities	4. Bills of exchange, promissory note, etc., as per list "F" ...
Surplus	5. Deposits in financial institutions
	6. Cash
	7. Livestock
	8. Machinery, equipment and plant
	9. Real property or immovable as per list "G"
	10. Furniture
	11. RRSPs, RRIFFs, life insurance, etc.
	12. Securities (shares, bonds, debentures, etc.)
	13. Interests under wills
	14. Vehicles
	15. Other property, as per list "H"
	If bankrupt is a corporation, add:
	Amount of subscribed capital
	Amount paid on capital
	Balance subscribed and unpaid
	Estimated to produce
	Total assets
	Deficiency

I, Steven Crate, of the City of Willow Beach in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 8th day of December 2014 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act. *132 8559 Ontario Limited's (the "Company")*

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Toronto in the Province of Ontario, on this 17th day of December 2014.


 Diane Da Silva-Falcione, Commissioner of Oaths
 For the Province of Ontario
 Expires Jan. 16, 2015


 Steven Crate

**Diane Da Silva-Falcione, A Commissioner, etc.,
 Province of Ontario, for A. Farber & Partners Inc.
 Trustee in Bankruptcy.
 Expires: January 16, 2018.**

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932557
Estate No. 31-1932557

FORM 78 -- Continued

List "A"
Unsecured Creditors

1328559 ONTARIO LIMITED

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	Crate Marine Sales Limited	c/o A. Farber & Partners Inc., Trustee 150 York Street, Suite 1600 Toronto ON M5H 3S5	1,172,719.00	0.00	1,172,719.00
2	Crawmet Corp.	132 Sheppard Avenue West Toronto ON M2N 1M5	0.00	7,000,000.00	7,000,000.00
Total:			1,172,719.00	7,000,000.00	8,172,719.00

17-Dec-2014

Date


Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932557
 Estate No. 31-1932557

FORM 78 -- Continued

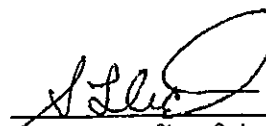
List "B"
 Secured Creditors

1328559 ONTARIO LIMITED

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Cesaroni Management	3015 Kennedy Road, Suite 101 Toronto ON M1V 1E7	1,000,000.00	Real Property or Immovable - Building and Land - Keswick - 210 Wynhurst Road	03-Dec-1998	1,000,000.00		
2	Crawmet Corp.	132 Sheppard Avenue West Toronto ON M2N 1M5	7,000,000.00	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S.	03-Dec-1998	0.00		7,000,000.00
3	Dwight Powell	180 Ram Forrest Road Gormley ON L0H 1G0	550,000.00	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S.	03-Dec-1998	550,000.00		
4	Dwight Powell Investments	180 Ram Forrest Road Gormley ON L0H 1G0	7,500,000.00	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S.	03-Dec-1998	7,500,000.00		
5	Romith Investments	1401- 2200 Yonge Street Toronto ON M4S 2C6	1,000,000.00	Real Property or Immovable - Building and Land - Keswick - 210 Wynhurst Road	03-Dec-1998	1,000,000.00		
6	Town of Georgina 00247743 / 11035859	26557 Civic Centre Rd RR#2 Keswick ON L4P 3E9	3,118.43	Real Property or Immovable - Building and Land - Keswick - 210 Wynhurst Road	03-Dec-1998	3,118.43		
7	Town of Georgina 11040717	26557 Civic Centre Rd RR#2 Keswick ON L4P 3E9	52,659.40	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S.	03-Dec-1998	52,659.40		
Total:			17,105,777.83			10,105,777.83	0.00	7,000,000.00

17-Dec-2014

Date


 Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932557
Estate No. 31-1932557

FORM 78 - Continued

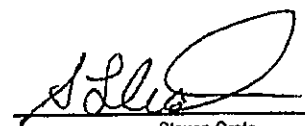
List "C"
Preferred Creditors for Wages, Rent, etc.

1328559 ONTARIO LIMITED

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

17-Dec-2014

Date


Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932557
Estate No. 31-1932557

FORM 78 -- Continued

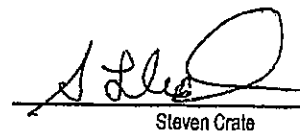
List "D"
Contingent or Other Liabilities

1328559 ONTARIO LIMITED

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

17-Dec-2014

Date



Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932557
 Estate No. 31-1932557

FORM 78 -- Continued

List "E"
 Debts Due to the Bankrupt
 1328559 ONTARIO LIMITED

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
			Total	0.00 0.00 0.00			0.00	

17-Dec-2014

Date


 Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932557
Estate No. 31-1932557

FORM 78 -- Continued

List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

1328559 ONTARIO LIMITED

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

17-Dec-2014

Date


Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932557
 Estate No. 31-1932557

FORM 78 -- Continued

List "G"
 Real Property or Immovables Owned by Bankrupt
 1328559 ONTARIO LIMITED

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Building and Land - Keswick - 210 Wynhurst Road	100% owner	1328559 Ontario Limited	2,003,118.43	Town of Georgina 26557 Civic Centre Rd RR#2 Keswick ON L4P 3E9 3,118.43 Cesaroni Management 3015 Kennedy Road, Suite 101 Toronto ON M1V 1E7 1,000,000.00 Romith Investments 1401- 2200 Yonge Street Toronto ON M4S 2C6 1,000,000.00	0.00
Building and Land - Keswick - 294 The Queensway S.	100% owner	1328559 Ontario Limited	8,102,659.40	Town of Georgina 26557 Civic Centre Rd RR#2 Keswick ON L4P 3E9 52,659.40 Dwight Powell Investments 180 Ram Forrest Road Gormley ON L0H 1G0 7,500,000.00 Dwight Powell 180 Ram Forrest Road Gormley ON L0H 1G0 550,000.00 Crawmet Corp. 132 Sheppard Avenue West Toronto ON M2N 1M5 7,000,000.00	0.00
Total:			10,105,777.83		0.00

17-Dec-2014

Date


 Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932557
 Estate No. 31-1932557

FORM 78 -- Concluded


List "H"
 Property

1328559 ONTARIO LIMITED
 FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant		Equipment	10,998.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
			Total	0.00

17-Dec-2014

Date


 Steven Crate

Court No. 31-1932557

Estate No. 31-1932557

In the matter of the bankruptcy of
1328559 ONTARIO LIMITED

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

A. Farber & Partners Inc. - Trustee

150 York, Suite 1600
Toronto ON M5H 3S5
Phone: (416) 497-0150 Fax: (416) 496-3839

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932548
 Estate No. 31-1932548

Original Amended


Form 78
 Statement of Affairs (Business Bankruptcy) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)
 In the matter of the bankruptcy of
 1330732 ONTARIO LIMITED


To the bankrupt:
 You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 8th day of December 2014. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A" 232,000.00	1. Inventory 0.00
Balance of secured claims as per list "B" 8,049,596.90	2. Trade fixtures, etc. 0.00
Total unsecured creditors 8,281,596.90	3. Accounts receivable and other receivables, as per list "E"
2. Secured creditors as per list "B" 7,020,000.00	Good 0.00
3. Preferred creditors as per list "C" 0.00	Doubtful 0.00
4. Contingent, trust claims or other liabilities as per list "D"	Bad 0.00
estimated to be reclaimable for 0.00	Estimated to produce 0.00
Total liabilities 15,301,596.90	4. Bills of exchange, promissory note, etc., as per list "F" ... 0.00
Surplus NIL	5. Deposits in financial institutions 0.00
	6. Cash 0.00
	7. Livestock 0.00
	8. Machinery, equipment and plant 0.00
	9. Real property or immovable as per list "G" 7,020,000.00
	10. Furniture 0.00
	11. RRSPs, RRFs, life insurance, etc. 0.00
	12. Securities (shares, bonds, debentures, etc.) 0.00
	13. Interests under wills 0.00
	14. Vehicles 0.00
	15. Other property, as per list "H" 0.00
	If bankrupt is a corporation, add:
	Amount of subscribed capital 0.00
	Amount paid on capital 0.00
	Balance subscribed and unpaid 0.00
	Estimated to produce 0.00
	Total assets 7,020,000.00
	Deficiency 8,281,596.90

I, Steven Crate, of the City of Willow Beach in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 8th day of December 2014 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act. *1330732 Ontario Limited's (the "Company")* *ASL*

SWORN (or SOLEMNLY DECLARED) *The Company ASL*
 before me at the City of Toronto in the Province of Ontario, on this 17th day of December 2014.


 Diane Da Silva-Falcione, Commissioner of Oaths
 For the Province of Ontario
 Expires Jan. 16, 2015


 Steven Crate

Diane Da Silva-Falcione, A Commissioner, etc.,
 Province of Ontario, for A. Farber & Partners Inc.
 Trustee in Bankruptcy.
 Expires: January 16, 2018.

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932548
 Estate No. 31-1932548

FORM 78 -- Continued

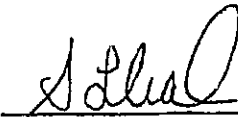
List "A"
 Unsecured Creditors

1330732 ONTARIO LIMITED

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	Crate Marine Sales Limited	c/o A. Farber & Partners Inc., Trustee 150 York Street, Suite 1600 Toronto ON M5H 3S5	232,000.00	0.00	232,000.00
2	Crawmel Corp.	132 Sheppard Avenue West Toronto ON M2N 1M5	0.00	7,000,000.00	7,000,000.00
3	Dwight Powell	180 Ram Forrest Road Gormley ON L0H 1G0	0.00	550,000.00	550,000.00
4	Dwight Powell Investments	180 Ram Forrest Road Gormley ON L0H 1G0	0.00	499,596.90	499,596.90
Total:			232,000.00	8,049,596.90	8,281,596.90

17-Dec-2014

Date


 Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932548
 Estate No. 31-1932548

FORM 78 -- Continued

List "B"
 Secured Creditors

1330732 ONTARIO LIMITED

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Crawmet Corp.	132 Sheppard Avenue West Toronto ON M2N 1M5	7,000,000.00	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S.	18-Dec-1998	0.00		7,000,000.00
2	Dwight Powell	180 Ram Forrest Road Gormley ON L0H 1G0	550,000.00	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S.	18-Dec-1998	0.00		550,000.00
3	Dwight Powell Investments	180 Ram Forrest Road Gormley ON L0H 1G0	7,500,000.00	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S.	18-Dec-1998	7,000,403.10		499,596.90
4	Town of Georgina 11040709	26557 Civic Centre Rd RR#2 Keswick ON L4P 3E9	19,596.90	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S.	18-Dec-1998	19,596.90		
Total:			15,069,596.90			7,020,000.00	0.00	8,049,596.90

17-Dec-2014

Date



Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932548
Estate No. 31-1932548

FORM 78 - Continued

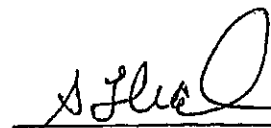
List "C"
Preferred Creditors for Wages, Rent, etc.

1330732 ONTARIO LIMITED

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend	
					Total:	0.00	0.00	0.00

17-Dec-2014

Date



Steven Crete

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932548
Estate No. 31-1932548

FORM 78 -- Continued


List "D"
Contingent or Other Liabilities

1330732 ONTARIO LIMITED

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
			Total	0.00	0.00	

17-Dec-2014

Date


Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932548
 Estate No. 31-1932548


FORM 78 - Continued

List "E"
 Debts Due to the Bankrupt
 1330732 ONTARIO LIMITED

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
			Total	0.00 0.00 0.00			0.00	

17-Dec-2014

Date



Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932548
Estate No. 31-1932548

FORM 78 - Continued

List "F"

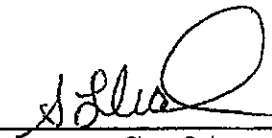
Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

1330732 ONTARIO LIMITED

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

17-Dec-2014

Date



Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932548
 Estate No. 31-1932548

FORM 78 -- Continued

List "G"
 Real Property or Immovables Owned by Bankrupt
 1330732 ONTARIO LIMITED

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Building and Land - Keswick - 294 The Queensway S.	100% owner	1330732 Ontario Limited	7,020,000.00	Town of Georgina 26557 Civic Centre Rd RR#2 Keswick ON L4P 3E9 19,596.90 Dwight Powell Investments 180 Ram Forrest Road Gormley ON L0H 1G0 7,500,000.00 Dwight Powell 180 Ram Forrest Road Gormley ON L0H 1G0 550,000.00 Crawmet Corp. 132 Sheppard Avenue West Toronto ON M2N 1M5 7,000,000.00	0.00
Total:			7,020,000.00		0.00

17-Dec-2014

Date



Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932548
Estate No. 31-1932548

FORM 78 -- Concluded


List "H"
Property

1330732 ONTARIO LIMITED
FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
			Total:	0.00

17-Dec-2014

Date


Steven Crate

Court No. 31-1932548

Estate No. 31-1932548

In the matter of the bankruptcy of
1330732 ONTARIO LIMITED

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

A. Farber & Partners Inc. - Trustee

150 York, Suite 1600
Toronto ON M5H 3S5
Phone: (416) 497-0150 Fax: (416) 496-3839

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932540
 Estate No. 31-1932540

Original Amended

Form 78
 Statement of Affairs (Business Bankruptcy) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

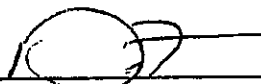
In the matter of the bankruptcy of
 1282648 ONTARIO LTD.

To the bankrupt:
 You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 8th day of December 2014. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A"	1. Inventory
Balance of secured claims as per list "B"	2. Trade fixtures, etc.
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
2. Secured creditors as per list "B"	Good
3. Preferred creditors as per list "C"	Doubtful
4. Contingent, trust claims or other liabilities as per list "D"	Bad
estimated to be reclaimable for	Estimated to produce
Total liabilities	4. Bills of exchange, promissory note, etc., as per list "F" ...
Surplus	5. Deposits in financial institutions
	6. Cash
	7. Livestock
	8. Machinery, equipment and plant
	9. Real property or immovable as per list "G"
	10. Furniture
	11. RRSPs, RRIAs, life insurance, etc.
	12. Securities (shares, bonds, debentures, etc.)
	13. Interests under wills
	14. Vehicles
	15. Other property, as per list "H"
	If bankrupt is a corporation, add:
	Amount of subscribed capital
	Amount paid on capital
	Balance subscribed and unpaid
	Estimated to produce
	Total assets
	Deficiency

I, Steven Crate, of the City of Willow Beach in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 8th day of December 2014 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED) before me at the City of Toronto in the Province of Ontario, on this 17th day of December 2014.


 Diane Da Silva-Falcione, Commissioner of Oaths
 For the Province of Ontario
 Expires Jan. 16, 2015


 Steven Crate

*Diane Da Silva-Falcione, A Commissioner, etc.,
 Province of Ontario, for A. Farber & Partners Inc.
 Trustee in Bankruptcy.
 Expires: January 16, 2018.*

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932540
 Estate No. 31-1932540

FORM 78 -- Continued

List "A"
 Unsecured Creditors

1282648 ONTARIO LTD.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	1382416 Ontario Ltd.	c/o A. Farber & Partners Inc., Trustee 150 York Street, Suite 1600 Toronto ON M5H 3S5	400,000.00	0.00	400,000.00
2	Crate Marine Sales Limited	c/o A. Farber & Partners Inc., Trustee 150 York Street, Suite 1600 Toronto ON M5H 3S5	190,000.00	0.00	190,000.00
3	Crawmet Corp.	132 Sheppard Avenue West Toronto ON M2N 1M5	0.00	7,000,000.00	7,000,000.00
4	Dwight Powell	18 Ram Forrest Road Gormley ON L0H 1G0	0.00	550,000.00	550,000.00
5	Dwight Powell Investments	180 Ram Forrest Road Gormley ON L0H 1G0	0.00	2,516,599.81	2,516,599.81
6	Romith Investments	1401-2200 Yonge St Toronto ON M4S 2C6	900,000.00	0.00	900,000.00
Total:			1,490,000.00	10,066,599.81	11,556,599.81

17-Dec-2014

Date



Steven Crata

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932540
 Estate No. 31-1932540

FORM 78 - Continued

List "B"
 Secured Creditors

1282648 ONTARIO LTD.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Crawmet Corp.	132 Sheppard Avenue West Toronto ON M2N 1M5	7,000,000.00	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S	20-Feb-1998	0.00		7,000,000.00
2	Dwight Powell	18 Ram Forrest Road Gormley ON L0H 1G0	550,000.00	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S	20-Feb-1998	0.00		550,000.00
3	Dwight Powell Investments	180 Ram Forrest Road Gormley ON L0H 1G0	7,500,000.00	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S	20-Feb-1998	4,983,400.19		2,516,599.81
4	Town of Georgina 00128802 / 00136483	26557 Civic Centre Rd RR#2 Keswick ON L4P 3E9	16,599.81	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S	20-Feb-1998	16,599.81		
Total:			15,066,599.81			5,000,000.00	0.00	10,066,599.81

17-Dec-2014

Date



Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932540
Estate No. 31-1932540

FORM 78 -- Continued

List "C"
Preferred Creditors for Wages, Rent, etc.

1282648 ONTARIO LTD.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

17-Dec-2014

Date


Steven Crata

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932540
Estate No. 31-1932540

FORM 78 - Continued

List "D"
Contingent or Other Liabilities

1282648 ONTARIO LTD.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

17-Dec-2014

Date


Steven Crata

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932540
 Estate No. 31-1932540

FORM 78 -- Continued

List "E"
 Debts Due to the Bankrupt
 1282648 ONTARIO LTD.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	FS Crate & Sons Limited - Debt Due	N/A	Accounts receivable	0.00 0.00 225,000.00		20-Feb-1998	0.00	N/A
Total:				0.00 0.00 225,000.00			0.00	

17-Dec-2014

Date


 Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932540
Estate No. 31-1932540

FORM 78 - Continued

List "F"

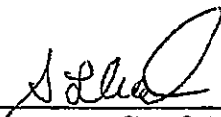
Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

1282648 ONTARIO LTD.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

17-Dec-2014

Date


Steven Crata

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932540
 Estate No. 31-1932540

FORM 78 - Continued

List "G"
 Real Property or Immovables Owned by Bankrupt

1282648 ONTARIO LTD.

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Building and Land - Keswick - 294 The Queensway S	100% owner	1282648 Ontario Ltd.	5,000,000.00	Town of Georgina 26557 Civic Centre Rd RR#2 Keswick ON L4P 3E9 16,599.81 Dwight Powell Investments 180 Ram Forrest Road Gormley ON L0H 1G0 7,500,000.00 Dwight Powell 18 Ram Forrest Road Gormley ON L0H 1G0 550,000.00 Crawmet Corp. 132 Sheppard Avenue West Toronto ON M2N 1M5 7,000,000.00	0.00
Total:			5,000,000.00		0.00

17-Dec-2014

Date



Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932540
 Estate No. 31-1932540

FORM 78 -- Concluded

List "H"
 Property

1282648 ONTARIO LTD.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant		Equipment	100,470.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
			Total:	0.00

17-Dec-2014

Date


 Steven Crate

Court No. 31-1932540

Estate No. 31-1932540

In the matter of the bankruptcy of
1282648 ONTARIO LTD.

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

A. Farber & Partners Inc. - Trustee

150 York, Suite 1600
Toronto ON M5H 3S5
Phone: (416) 497-0150 Fax: (416) 496-3839

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932540
 Estate No. 31-1932540

Original Amended

Form 78
 Statement of Affairs (Business Bankruptcy) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the matter of the bankruptcy of
 1282648 ONTARIO LTD.

To the bankrupt:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 8th day of December 2014. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)	ASSETS (as stated and estimated by the officer)
1. Unsecured creditors as per list "A"	1. Inventory
1,490,000.00	0.00
Balance of secured claims as per list "B"	2. Trade fixtures, etc.
10,066,599.81	0.00
Total unsecured creditors	3. Accounts receivable and other receivables, as per list "E"
11,556,599.81	Good
2. Secured creditors as per list "B"	0.00
5,000,000.00	Doubtful
3. Preferred creditors as per list "C"	0.00
0.00	Bad
4. Contingent, trust claims or other liabilities as per list "D"	225,000.00
estimated to be reclaimable for	Estimated to produce
0.00	0.00
Total liabilities	4. Bills of exchange, promissory note, etc., as per list "F" ...
16,556,599.81	0.00
Surplus	5. Deposits in financial institutions
NIL	0.00
	6. Cash
	0.00
	7. Livestock
	0.00
	8. Machinery, equipment and plant.
	0.00
	9. Real property or immovable as per list "G"
	5,000,000.00
	10. Furniture
	0.00
	11. RRSPs, RRIFs, life insurance, etc.
	0.00
	12. Securities (shares, bonds, debentures, etc.)
	0.00
	13. Interests under wills
	0.00
	14. Vehicles
	0.00
	15. Other property, as per list "H"
	0.00
	If bankrupt is a corporation, add:
	Amount of subscribed capital
	0.00
	Amount paid on capital
	0.00
	Balance subscribed and unpaid
	0.00
	Estimated to produce
	0.00
	Total assets
	5,000,000.00
	Deficiency
	11,556,599.81

I, Steven Crate, of the City of Willow Beach in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 8th day of December 2014 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

1282648 Ontario Ltd.'s (the "Company") *[Signature]* *[Signature]*

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Toronto in the Province of Ontario, on this 17th day of December 2014.

[Signature]
 Diane Da Silva-Falcione, Commissioner of Oaths
 For the Province of Ontario
 Expires Jan. 16, 2015

[Signature]
 Steven Crate

*Diane Da Silva-Falcione, A Commissioner, etc.,
 Province of Ontario, for A. Farber & Partners Inc.
 Trustee in Bankruptcy.
 Expires: January 16, 2018.*

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932540
Estate No. 31-1932540

FORM 78 - Continued

List "A"
Unsecured Creditors

1282648 ONTARIO LTD.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	1382416 Ontario Ltd.	c/o A. Farber & Partners Inc., Trustee 150 York Street, Suite 1600 Toronto ON M5H 3S5	400,000.00	0.00	400,000.00
2	Crate Marine Sales Limited	c/o A. Farber & Partners Inc., Trustee 150 York Street, Suite 1600 Toronto ON M5H 3S5	190,000.00	0.00	190,000.00
3	Crawmet Corp.	132 Sheppard Avenue West Toronto ON M2N 1M5	0.00	7,000,000.00	7,000,000.00
4	Dwight Powell	18 Ram Forrest Road Gormley ON L0H 1G0	0.00	550,000.00	550,000.00
5	Dwight Powell Investments	180 Ram Forrest Road Gormley ON L0H 1G0	0.00	2,516,599.81	2,516,599.81
6	Romith Investments	1401-2200 Yonge St Toronto ON M4S 2C6	900,000.00	0.00	900,000.00
Total:			1,490,000.00	10,066,599.81	11,556,599.81

17-Dec-2014

Date



Steven Crata

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932540
 Estate No. 31-1932540

FORM 78 - Continued

List "B"
 Secured Creditors

1282648 ONTARIO LTD.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Crawmet Corp.	132 Sheppard Avenue West Toronto ON M2N 1M5	7,000,000.00	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S	20-Feb-1998	0.00		7,000,000.00
2	Dwight Powell	18 Ram Forrest Road Gormley ON L0H 1G0	550,000.00	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S	20-Feb-1998	0.00		550,000.00
3	Dwight Powell Investments	180 Ram Forrest Road Gormley ON L0H 1G0	7,500,000.00	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S	20-Feb-1998	4,983,400.19		2,516,599.81
4	Town of Georgina 00128802 / 00136483	26557 Civic Centre Rd RR#2 Keswick ON L4P 3E9	16,599.81	Real Property or Immovable - Building and Land - Keswick - 294 The Queensway S	20-Feb-1998	16,599.81		
Total:			15,066,599.81			5,000,000.00	0.00	10,066,599.81

17-Dec-2014

Date



Steven Crate

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932540
Estate No. 31-1932540

FORM 78 -- Continued

List 'C'
Preferred Creditors for Wages, Rent, etc.

1282648 ONTARIO LTD.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
Total:					0.00	0.00	0.00

17-Dec-2014

Date



Steven Crata

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932540
Estate No. 31-1932540

FORM 78 - Continued

List "D"
Contingent or Other Liabilities

1282648 ONTARIO LTD.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
Total:			0.00	0.00		

17-Dec-2014

Date


Steven Crate

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932540
 Estate No. 31-1932540

FORM 78 -- Continued

List "E"
 Debts Due to the Bankrupt
 1282648 ONTARIO LTD.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	FS Crate & Sons Limited - Debt Due	N/A	Accounts receivable	0.00 0.00 225,000.00		20-Feb-1998	0.00	N/A
Total:				0.00 0.00 225,000.00			0.00	

17-Dec-2014

Date


 Steven Crale

District of: Ontario
Division No. 09 - Toronto
Court No. 31-1932540
Estate No. 31-1932540

FORM 78 -- Continued

List "F"


Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

1282648 ONTARIO LTD.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

17-Dec-2014

Date


Steven Crata

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932540
 Estate No. 31-1932540

FORM 78 – Continued

List "G"
 Real Property or Immovables Owned by Bankrupt
 1282648 ONTARIO LTD.

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Building and Land - Keswick - 294 The Queensway S	100% owner	1282648 Ontario Ltd.	5,000,000.00	Town of Georgina 28557 Civic Centre Rd RR#2 Keswick ON L4P 3E9 16,599.81 Dwight Powell Investments 180 Ram Forrest Road Gormley ON L0H 1G0 7,500,000.00 Dwight Powell 18 Ram Forrest Road Gormley ON L0H 1G0 550,000.00 Crawmet Corp. 132 Sheppard Avenue West Toronto ON M2N 1M5 7,000,000.00	0.00
Total:			5,000,000.00		0.00

17-Dec-2014

Date



Steven Crata

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-1932540
 Estate No. 31-1932540

FORM 78 -- Concluded

List "H"
 Property

1282648 ONTARIO LTD.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant		Equipment	100,470.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
			Total:	0.00

17-Dec-2014

Date


 Steven Crate

Court No. 31-1932540

Estate No. 31-1932540

In the matter of the bankruptcy of
1282648 ONTARIO LTD.

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

A. Farber & Partners Inc. - Trustee

150 York, Suite 1600
Toronto ON M5H 3S5
Phone: (416) 497-0150 Fax: (416) 496-3839

TAB

AA

18 FEB 15

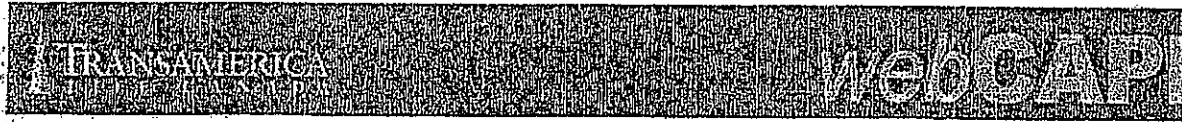
G/L TRANSACTION INQUIRY

GLT #: 1026632-1 Period: 1009 User: KRIS*CM Line: PC8

Desc: DEPOSIT BMO FROM TRANSAMERICA LIFE Subr: GL.PGM JE

Source: J Entry Date: 03 SEP 09 Post Date: 03 SEP 09

Ln.	Account	Account Source	Debit Amount	Credit Amount
1)	1-70-801	DIVIDENDS		134,880.52
2)	4-10-124	BANK - BMO DEPOSIT ACCT 1	134,880.52	



Home | Name Search | Number Search | Agent/Agency Name | Agent/Agency Number | Help | DRG | eStatement | Logout

> Policy Information

Client Name: F.S. HOLDCO 1382415 ONTARIO LTD

Policy Number: 080203459[LIFE]

General | Coverages | Premium & Payments | Policy Values | Plan Details | Financial Acti

Values & Loans

Critical Advantage

Coverage No: 01 Effective Date: Day Month Year
29 07 2009

Insured Name: LYNN MARCO

Accumulated Values: \$ 78830.13

Total Policy Value: \$ 52580.13

Cash Surrender Value (includes PDF amt. and PDF interest, if applicable): \$ 52580.13

PDF (Premium Deposit Fund Amt.):

PDF Interest:

Surrender Charges: \$ 26250.00

Universal Life Shortage: \$ 0.00

Loan Details

Loan Type: Policy Loan

Loan Interest: \$ 0.00

Loan Amount: \$ 0.00

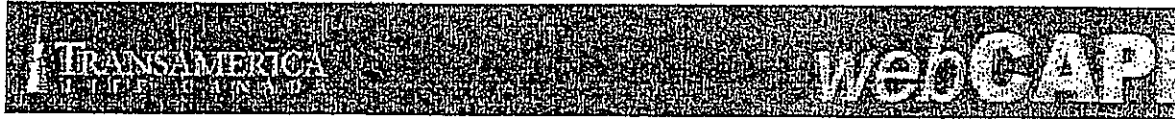
*Max Remaining Loan Eligible: \$ 47441.41

Charged Annual Interest Rate: 8.000%

Credited Annual Interest Rate: 5.500%

Total Policy Value = Accumulated Values (Includes Side/Shuttle Account Values) plus Total Guaranteed Surrender Value applicable) less any Loan Principle, Accrued Loan Interest and any applicable surrender charges. This field will display a values are negative.

*The maximum amount available for loan is not guaranteed and is subject to change with fluctuations of the policy func



Home | Name Search | Number Search | Agent/Agency Name | Agent/Agency Number | Help | DRC | eStatement | Logout

> Policy Information

Client Name: CRATE HOLDINGS 1382416 ONTARIO LTD

Policy Number: 080203458[LI]

[General](#)
[Coverages](#)
[Premium & Payments](#)
[Policy Values](#)
[Plan Details](#)
[Financial Acti](#)

[Values & Loans](#)

[Critical Advantage](#)

Coverage No:
 Effective Date:

Day	Month	Year
29	07	2009

Insured Name: LYNN MARKO

Accumulated Values: \$ 78830.13

Total Policy Value: \$ 52580.13

Cash Surrender Value (includes PDF amt. and PDF interest, if applicable): \$ 52580.13

PDF (Premium Deposit Fund Amt.):

PDF Interest:

Surrender Charges: \$ 26250.00

Universal Life Shortage: \$ 0.00

Loan Details

Loan Type: Policy Loan

Loan Interest: \$ 0.00

Loan Amount: \$ 0.00

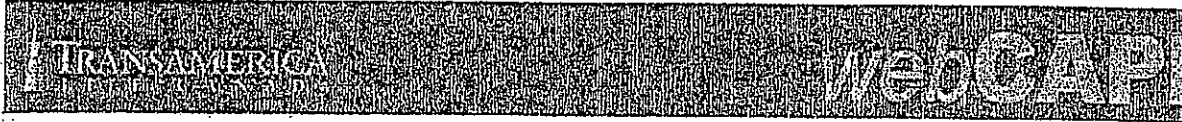
*Max Remaining Loan Eligible: \$ 47441.41

Charged Annual Interest Rate: 8.000%

Credited Annual Interest Rate: 5.500%

Total Policy Value = Accumulated Values (Includes Side/Shuttle Account Values) plus Total Guaranteed Surrender Value applicable) less any Loan Principle, Accrued Loan Interest and any applicable surrender charges. This field will display a values are negative.

*The maximum amount available for loan is not guaranteed and is subject to change with fluctuations of the policy fund



Home | Name Search | Number Search | Agent/Agency Name | Agent/Agency Number | Help | DRC | eStatement | Logout

> Policy Information

Client Name: CRATE HOLDINGS 1382416 ONTARIO LTD

Policy Number: 080203461 [LI]

General Coverages Premium & Payments Policy Values Plan Details Financial Acti

Values & Loans

Critical Advantage

Coverage No: 01 Effective Date: Day Month Year
29 07 2009

Insured Name: STEVEN CRATE

Accumulated Values: \$ 20569.78

Total Policy Value: \$ 3319.78

Cash Surrender Value (Includes PDF amt. and PDF interest, if applicable): \$ 3319.78

PDF (Premium Deposit Fund Amt.):

PDF Interest:

Surrender Charges: \$ 17250.00

Universal Life Shortage: \$ 0.00

Loan Details

Loan Type: Policy Loan

Loan Interest: \$ 0.00

Loan Amount: \$ 0.00

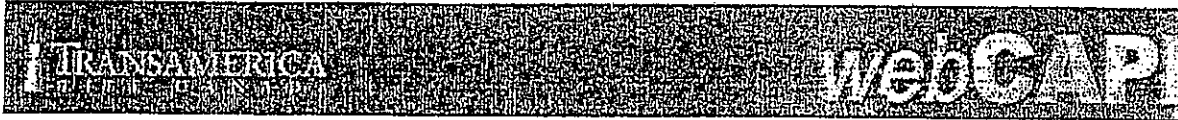
*Max Remaining Loan Eligible: \$ 2411.06

Charged Annual Interest Rate: 8.000%

Credited Annual Interest Rate: 5.500%

Total Policy Value = Accumulated Values (includes Side/Shuttle Account Values) plus Total Guaranteed Surrender Value applicable) less any Loan Principle, Accrued Loan Interest and any applicable surrender charges. This field will display a values are negative.

*The maximum amount available for loan is not guaranteed and is subject to change with fluctuations of the policy func



Home | Name Search | Number Search | Agent/Agency Name | Agent/Agency Number | Help | DRG | eStatement | Logout

> Policy Information

Client Name: F.S. HOLDCO 1382415 ONTARIO LTD

Policy Number: 080203460[LIFE]

General Coverages Premium & Payments Policy Values Plan Details Financial Acti

Values & Loans

Critical Advantage

Coverage No: 01 Effective Date: Day Month Year
29 07 2009

Insured Name: STEVEN CRATE

Accumulated Values: \$ 20569.78

Total Policy Value: \$ 3319.78

Cash Surrender Value (includes PDF amt. and PDF interest, if applicable): \$ 3319.78

PDF (Premium Deposit Fund Amt.):

PDF Interest:

Surrender Charges: \$ 17250.00

Universal Life Shortage: \$ 0.00

Loan Details

Loan Type: Policy Loan

Loan Interest: \$ 0.00

Loan Amount: \$ 0.00

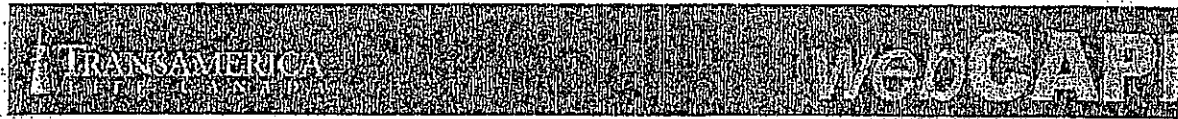
*Max Remaining Loan Eligible: \$ 2411.06

Charged Annual Interest Rate: 8.000%

Credited Annual Interest Rate: 5.500%

Total Policy Value = Accumulated Values (Includes Side/Shuttle Account Values) plus Total Guaranteed Surrender Value applicable) less any Loan Principle, Accrued Loan Interest and any applicable surrender charges. This field will display a values are negative.

*The maximum amount available for loan is not guaranteed and is subject to change with fluctuations of the policy func



Home | Name Search | Number Search | Agent/Agency Name | Agent/Agency Number | Help | DRC | eStatement | Logout

> Policy Information

Client Name: CRATE HOLDINGS 1382416 ONTARIO LTD

Policy Number: 080203462 [LTI]

General Coverages Premium & Payments Policy Values Plan Details Financial Acti

Values & Loans

Critical Advantage

Coverage No: 01 Effective Date: Day Month Year
29 07 2009

Insured Name: GREGORY CRATE

Accumulated Values: \$ 69922.54

Total Policy Value: \$ 18172.54

Cash Surrender Value (includes PDF amt. and PDF interest, if applicable): \$ 18172.54

PDF (Premium Deposit Fund Amt.):

PDF Interest:

Surrender Charges: \$ 21750.00

Universal Life Shortage: \$ 0.00

Loan Details

Loan Type: Policy Loan

Loan Interest: \$ 0.00

Loan Amount: \$ 0.00

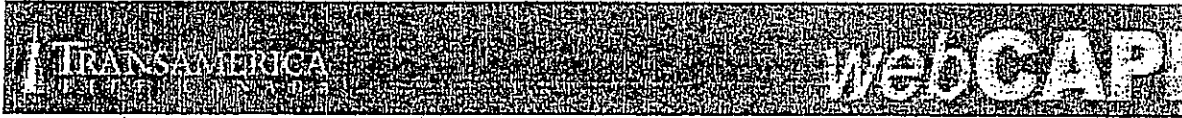
*Max Remaining Loan Eligible: \$ 15987.49

Charged Annual Interest Rate: 8.000%

Credited Annual Interest Rate: 5.500%

Total Policy Value = Accumulated Values (Includes Side/Shuttle Account Values) plus Total Guaranteed Surrender Value applicable) less any Loan Principle, Accrued Loan Interest and any applicable surrender charges. This field will display a values are negative.

*The maximum amount available for loan is not guaranteed and is subject to change with fluctuations of the policy func



Home | Name Search | Number Search | Agent/Agency Name | Agent/Agency Number | Help | DRC | eStatement | Logout

>Policy Information

Client Name:F.S. HOLDCO 1382415 ONTARIO LTD

Policy Number: 080203463[LIFE]

General Coverages Premium & Payments Policy Values Plan Details Financial Acti

Values & Loans

Critical Advantage

Coverage No: 01 Effective Date: Day Month Year
29 07 2009

Insured Name:GREGORY CRATE

Accumulated Values:\$ 39922.54

Total Policy Value: \$ 18172.54

Cash Surrender Value (includes PDF amt. and PDF interest, if applicable): \$ 18172.54

PDF (Premium Deposit Fund Amt.):

PDF Interest:

Surrender Charges:\$ 21750.00

Universal Life Shortage:\$ 0.00

Loan Details

Loan Type:Policy Loan

Loan Interest: \$ 0.00

Loan Amount: \$ 0.00

*Max Remaining Loan Eligible:\$ 15987.49

Charged Annual Interest Rate: 8.000%

Credited Annual Interest Rate: 5.500%

Total Policy Value = Accumulated Values (Includes Side/Shuttle Account Values) plus Total Guaranteed Surrender Value applicable) less any Loan Principle, Accrued Loan Interest and any applicable surrender charges. This field will display a values are negative.

*The maximum amount available for loan is not guaranteed and is subject to change with fluctuations of the policy func

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

IN THE MATTER OF THE BANKRUPTCY OF
CRATE MARINE SALES LIMITED

Court File No. 31-1932502

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

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

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

MOTION RECORD OF THE RECEIVER AND TRUSTEE

GOLDMAN SLOAN NASH & HABER LLP

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

Michael B. Rotszain (LSUC #: 17086M)

Tel: 416-597-7870
Email: rotszain@gsmh.com

R. Brendan Bissell (LSUC #: 40354V)

Tel: 416-597-6489
Email: bissell@gsmh.com

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