

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

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

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.

SEVENTH REPORT OF THE RECEIVER

MARCH 29, 2015

TABLE OF CONTENTS

INTRODUCTION	1
PURPOSE OF THIS REPORT.....	3
LIMITATION OF REVIEW	4
A) SUMMARY OF STEPS UNDERTAKEN IN FURTHERANCE OF THE PROPERTY CLAIMS PROCEDURE, AND THE PROPERTY CLAIMS DATABASE.....	4
Background to the Property Claims Procedure.....	4
The Companies' Records.....	6
Notice and Publication Pursuant to the Property Claims Procedure Order	7
Steps Taken by the Receiver to Review Claims	7
Late Claims	9
Item Claims For Customer Chattels Other Than Boats That Have Not Been Reviewed.....	9
B) CLASSIFICATION OF CLAIMS.....	10
Approved Claims	11
Late But Otherwise Approved Item Claims.....	11
Unresolved Item Claims	12
Disallowed Claims	12
Contested Claims	13
Item Claims For Customer Chattels Other Than Boats That Have Not Been Reviewed.....	13
C) UNCLAIMED PROPERTY	14
D) RELEASE OF PROPERTY SUBJECT TO ACCEPTED CLAIMS	14
E) ISSUES IN CONNECTION WITH THE QUEBEC FACILITY	15
F) ISSUES IN CONNECTION WITH THE LAGOON CITY FACILITY	15
Unsuccessful attempts to negotiate with the landlord regarding the business of the Companies at the Lagoon City facility	15
Issues in connection with the tenancy arrangements of the Companies.....	16
Unclaimed boats.....	17
Boats with Accounts Receivable	17
Property Proof of Claim by the landlord.....	17
G) ASSERTED RIGHTS OF 1889863 ONTARIO INC. TO THE BELLEVILLE LIFT	19
H) CONCLUSION.....	20

INDEX OF APPENDICES

“A”	<u>Amended</u> Order of Mr. Justice Newbould dated December 8, 2014
“B”	Second Report of the Receiver and Trustee (without appendices)
“C”	Property Claims Procedure Order of Mr. Justice Penny dated December 23, 2014
“D”	Copies of notices posted in Globe & Mail and local Canadian newspapers
“E”	Form of letter from Receiver allowing Property Claim
“F”	Redacted Listing of Approved Item Claims
“G”	Redacted Listing of Late But Otherwise Approved Item Claims
“H”	Redacted Listing of Unresolved Item Claims
“I”	List of Item Claims Disallowed
“J”	Redacted Listing of Contested Item Claims
“K”	Redacted List of Item Claims For Customer Chattels Other Than Boats That Have Not Been Reviewed
“L”	Property Proof of Claim by Lagoon City Landlord
“M”	Letter from Counsel for the Receiver to Counsel for the Lagoon City Landlord dated January 28, 2015
“N”	Letter from Counsel for 1889863 Ontario Inc. with attachments dated February 24, 2015
Confidential Appendix “A”	Full Listing of Approved Item Claims
Confidential Appendix “B” -	Full Listing of Late But Otherwise Approved Item Claims
Confidential Appendix “C”	Full Listing of Unresolved Item Claims
Confidential Appendix “D”	Full Listing of Contested Item Claims

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

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.

SEVENTH REPORT OF THE RECEIVER

MARCH 29, 2015

A. Farber & Partners Inc., in its capacity as the Court appointed Receiver (the “**Receiver**”) of Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited 1282648 Ontario Limited 1382415 Ontario Ltd., and 1382416 Ontario Ltd. (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**”).
2. On November 20, 2014, the 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 A. Farber & Partners Inc., as a receiver over the properties, assets and undertakings of certain of the Companies and (iii) to substitute A. Farber & Partners Inc. as bankruptcy trustee of certain of the Companies. At the November

21, 2014 hearing, this motion was adjourned to December 1, 2014.

3. On November 21, 2014, A. Farber & Partners Inc. was appointed Interim Receiver of certain of the Companies pursuant to section 47.1 of the BIA (the “**Interim Receiver**”) to preserve and protect the assets, undertakings and properties of those Companies acquired for, or used in relation to the business carried on by the Companies, including all proceeds thereof pursuant to the November 21, 2014 Order of the Honourable Mr. Justice Penny.

4. Following two intervening hearings, on December 8, 2014, the Honourable Mr. Justice Newbould terminated the NOI proceedings of the Companies and appointed A. Farber & Partners Inc. as Receiver and also as trustee in bankruptcy (the “**Trustee**”) of the Companies.

5. Since December 8, 2014, the Receiver has taken the following steps and brought the following motions, all of which have been more fully set out in the First, Second, Third, Fourth and Fifth reports of the Receiver and the Supplementary Report to the Fifth Report of the Receiver:

- (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. Mr. Justice Newbould issued an Amended Order dated December 8, 2014, a copy of which is attached as **Appendix “A”**. Mr. Justice Newbould also issued an order dated December 12, 2014 in respect of the consolidation and administrative relief;
- (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 the Interim Receiver; (iv) increase the borrowing power of the Receiver; and (v) as discussed in more detail below, establish a property claims process pertaining to the proprietary and secured claims against tangible personal property of the Companies. Mr. Justice Penny issued Orders granting that relief;
- (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 Silver) 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 brought a motion for approval of a stalking horse sales process, which is fully described in the Receiver's Third Report dated February 8, 2015. By order dated February 18, 2015, the Honourable Mr. Justice Pattillo granted that relief;
- (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. These applications are disputed and will be proceeding for hearing on April 27 and April 28, 2015;
- (g) On March 13, 2015, the Receiver brought a motion to approve its and its counsel's fees and disbursements to February 8, 2015 and to increase the Receiver's Borrowing Charge, as defined in the Appointment Order, to \$2,000,000.00. The Honourable Madam Justice Conway granted the relief sought; and
- (h) On March 20, 2015, after obtaining a preservation Order without notice from Mr. Justice Newbould respecting the subject matter of the motion, the Receiver brought a motion on notice seeking, inter alia, declarations that certain life insurance policies issued by Transamerica Life Canada and held by 1382415 Ontario Ltd. ("415") and 1382476 Ontario Ltd. ("416") on the lives of Steven Crate, Gregory Crate and Lynn Marko and the proceeds thereof are property of 415 and 416, and finding Steven Crate, Gregory Crate and Lynn Marko in contempt of the Order and Amended Order of Mr. Justice Newbould dated December 8, 2014. On March 20, 2015, Madam Justice Conway made an order which, among other things, adjourned the motion to April 29, 2015, continued the preservation Order and required the disclosure of records pertaining to transactions in respect those proceeds.

PURPOSE OF THIS REPORT

6. This is the Seventh report of the Receiver (the "**Seventh Report**"). Its purpose is to seek an order in the form attached as Schedule "A" to the Receiver's Notice of Motion. The Order is sought because the Receiver has administered claims in respect of more than 900

chattels in the possession of the Companies, many of which are boats or yachts with quite some value, and with the majority of the review on claims now complete, the Receiver wishes to report to the Court and seek approval of its activities in that regard.

7. The Seventh Report and associated motion is being returned before the Court on March 31, 2015 at the same time as the Sixth Report of the Receiver and associated motion, which pertain to approval of and a vesting order for the transaction with the purchaser under the stalking horse agreement following a stalking horse sales process authorized by the February 18, 2015 Order.

LIMITATION OF REVIEW

8. A. Farber & Partners Inc. in its capacity as 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, except as specifically noted in this Seventh 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 Seventh Report for the sole use of the Court and of the other stakeholders in these proceedings.

A) SUMMARY OF STEPS UNDERTAKEN IN FURTHERANCE OF THE PROPERTY CLAIMS PROCEDURE, AND THE PROPERTY CLAIMS DATABASE

Background to the Property Claims Procedure

9. The basis for the Receiver's request to implement a property claims procedure was set out in paragraphs 21 to 27 of the Second Report of the Receiver and Trustee dated December 19, 2013, a copy of which is attached as **Appendix "B"**, without appendices.

10. In summary, there was substantial uncertainty regarding what tangible personal property was owned by the Companies, and what was owed by third parties (and in some such cases, precisely which third party owned the property). This was due to the state of the Companies' books and records and also due to the manner in which the Companies had conducted their business. The tangible personal property at issue included boats held and

stored for customers, inventory of boats apparently held by the Companies for sale, equipment apparently owned or leased by the Companies, other assorted items such as miscellaneous chattels apparently owned by customers (boat trailers, dinghies, and other recreational items), and boat parts owned by the Companies.

11. The uncertainty arose most frequently with boats, because the business of the Companies had been comprised of both the sale and resale of new and used boats, and also the maintenance and storage (during boating months in dock or slip facilities, and during winter on land while shrink-wrapped) of boats belonging to customers. In that regard, there were more than 700 boats in the possession of the Companies upon appointment of the Receiver.

12. Examples of such issues had been previously noted in reports made by the Interim Receiver, which included:

- (a) boats in the Companies' possession which were sold without discharging loans against them owing by prior owners when sold to the Companies,
- (b) boats in the Companies' possession which were financed by third parties, or pledged as security for amounts owing by the Companies to third parties,
- (c) boats sold by the Companies as broker or intermediary without payment to the vendor (or secured creditor if applicable), which remain in the Companies' possession; and
- (d) boats in the Companies' possession which appeared to be under contract for sale to purchasers who paid some or all of the purchase price, but the transactions did not close. The Companies' books and records did not record all of these transactions, and were not always accurate, as explained below.

13. In light of these concerns, and in order to obtain an accurate factual foundation for the evaluation of property claims to the boats and other tangible personal property in the Companies' possession, the Receiver sought and obtained the Property Claims Procedure Order on December 23, 2014, a copy of which is attached as **Appendix "C"**.

14. The Property Claims Procedure Order also extends to tangible personal property other than boats, and also extends to the interests of secured creditors, including those who have registrations under the *Personal Property Security Act*.

15. The basis for including the claims of creditors in the claims process was that the Companies appeared to have in many cases entered into loan or financing arrangements with lenders based upon certain understandings, including unregistered security agreements by which (for example) title to a boat was said to have been held by a lender in a fashion that might be security for the loan, or might be ownership. The reports of the Interim Receiver also noted that, in several cases involving Crawmet and other lenders, the Companies appear to have nonetheless sold the boat(s) purportedly held as security. The Property Claims Procedure Order accordingly extended to creditor claims in order to allow the Receiver to obtain a full understanding of the various secured creditors.

The Companies' Records

16. Upon appointment, the records available to the Receiver regarding boats and other chattels in the possession of the Companies were comprised of a series of Excel spreadsheets provided by the Companies which listed the boats and other assets in the Companies' possession (the "**Companies' Property Listing**").

17. The Companies' Property Listing did not record whether customer-owned boats were subject to security interests of third parties.

18. Further, the Companies' Property Listing contained numerous errors and omissions. For instance, it did not reflect all the boats that were on site, and included some boats that had been sold years previously. The Receiver has been updating the Companies' Property Listing based on information obtained by former employees of the Companies retained by the Receiver, including Greg Staples, who works out of the Keswick Facility. Mr. Staples contributed to this by investigating the boats that were on the premises, and providing the Receiver with missing information, including hull identification numbers or licence numbers for the boats. This task was complicated by the fact that the boats had been shrink wrapped for winter storage, and therefore in many cases this information is not clearly visible or easily ascertainable without removing a portion of the shrink wrap.

Notice and Publication Pursuant to the Property Claims Procedure Order

19. The Receiver complied with paragraph 8 (a) of the Property Claims Procedure Order by posting a proof of property claim document package on its website and sending a copy to each of the approximately 850 Known Claimants (as defined in the Property Claims Procedure Order) for which it had addresses. A further 100 property claim packages were emailed as inquiries were made to the Receiver. The Receiver is also aware that an unknown number of further claim packages were downloaded from its website, because certain people indicated that they wished to do so rather than receive a hard copy.

20. Paragraph 8(b) of the Property Claims Procedure Order directed the Receiver to cause to be published, on two separate days on or before January 9, 2015, a notice of the claims process in each of a local Keswick newspaper and a Canadian national newspaper. The Receiver had the required notices published in the Globe & Mail on January 7 and January 9, 2015. The local papers were only published weekly, so the Receiver had the required notices published in the Georgina Advocate (Keswick), the Barrie Advance and Orillia Today on January 8 and 15, 2015. Copies of these notices are attached as **Appendix “D”**.

Steps Taken by the Receiver to Review Claims

21. Once received, each Proof of Property Claim was reviewed by the Receiver and entered into a database (the “**Property Claims Database**”). The Receiver waited until the Claims Bar Date of January 30, 2015 before reviewing the Proofs of Property Claim and making a determination about them. This was done so the Receiver could identify any competing Proof of Property Claims (where multiple Proof of Property Claims were received for the same item). The time that was required to do this review was lengthened by the Companies’ poor record keeping - updating the Companies’ Property Listing took several weeks.

22. Where a Proof of Property Claim was for more than one item, a separate line in the Property Claims Database was created for each item (an “**Item Claim**”). The Receiver’s analysis and categorization was accordingly done on the basis of individual Item Claims, rather than by Proof of Property Claims, because where a Proof of Property Claim related to

more than one item, each item might be reviewed and administered differently by the Receiver as discussed below.

23. The Receiver compared each Item Claim that it received to the information in the Companies' Property Listing, which was being updated on a weekly basis by former employees of the Companies retained by the Receiver as described above.

24. The Receiver categorized the Item Claims that were received by 5:00pm on January 30, 2015, which was the deadline under the Property Claims Procedure Order (the "**Claims Bar Date**"), as follows:

- a) where an Item Claim properly described an item in the Receiver's possession, demonstrated a proper basis for the claim (such as asserted ownership consistent with records of ownership in the Companies' Property Listing, or the provision of satisfactory documentation), and did not involve any competing claims, the Receiver approved the claim;
- b) where an Item Claim was unclear or otherwise required more information such as a missing registration or licence number or an inadequate description of the item, the Receiver marked the claim as requiring more information and then corresponded with the claimant directly to obtain it;
- c) where an Item Claim involved an item for which there is one or more competing claim(s) that have been filed with the Receiver, or involves an item in which the Companies have an interest and which the Receiver believes requires further review, the Receiver has marked such claims as unresolved;
- d) where an Item Claim did not:
 - i) describe an item in the Receiver's possession, including after further inquiry by the Receiver of the claimant if applicable, or
 - ii) disclose a proper foundation for, or contain sufficient proof of, the interest claimed,

the Receiver disallowed the claim.

25. There were several instances where ownership claims were asserted to boats that were different than the ownership recorded in the Companies' Property Listing and no claim had been received from the owner according to the Companies' records. In those instances, the Receiver followed up with the owner listed on the Companies' Property Listing to attempt to resolve the matter. In most such cases, the person listed on the Companies' Property Listing indicated that they had sold the boat to the person who submitted the Item Claim, such that the Item Claim was then allowed.

26. After reviewing the Item Claims filed, the Receiver also reviewed the Companies' Property Listing for items for which no Item Claims were received. For boats that appeared to be owned by customers according to those records, the Receiver called the person(s) listed as the owners in order to attempt to ensure that items that properly belonged to third parties would be returned to their true owners. This prompted some Property Proofs of Claim to be filed.

Late Claims

27. Where a Proof of Property Claim was not received by the Claims Bar Date, the Receiver has nonetheless reviewed that claim as outlined above, but has noted that it was late on the Property Claims Database.

28. The Receiver is of the view that if such an Item Claim would have been otherwise allowed under the criteria noted above in paragraph 24(a), it should be accepted notwithstanding the late filing. The reason for this is due to the significant number of customer-owned boats and other property within the Companies' possession, which the Receiver believes should not be taken from the true owners solely due to a matter of late filing.

Item Claims For Customer Chattels Other Than Boats That Have Not Been Reviewed

29. In the course of reviewing the Property Proofs of Claim, the Receiver found that many claimants had included several, and in some cases many, items of property in addition to a

boat. These items were often things like picnic tables, barbeques, lifejackets, dinghies and trailers.

30. Such items are, in the opinion of the Receiver, of a nature such that extensive review of the ownership status or location of those items on the premises of the Companies is not practical. The value of the items in question is modest, such that the cost of review by the Receiver's representatives would be disproportionate to their value, and any possible recovery from items like this that are not claimed (and thus could be sold for the benefit of creditors) would not offset the costs of review. Further, such items are in most cases stored in (or in the case of trailers, under) a boat that has been shrink-wrapped, such that the Receiver would be unable to do a review without opening the shrink wrap, which should not be done before boats are taken out of storage (or would have to be redone, which would entail significant expense).

31. The Receiver has accordingly not done any review or administration of such Item Claims. It has not confirmed that any such items are in the possession of the Receiver.

B) CLASSIFICATION OF CLAIMS

32. The Proof of Property Claims received resulted in 922 Item Claims.

33. As at the close of business on March 27, 2015, the Item Claims submitted to the Receiver have been categorized as follows. The categories are described in further detail below.

Category	Number
Approved	663
Late but otherwise Approved	67
Unresolved	37
Disallowed	20
Contested	36
Not Reviewed	99
Total	922

Approved Claims

34. There are 663 Item Claims that the Receiver has approved, subject to authorization by the Court.
35. Where the Receiver has concluded that an Item Claim should be approved, it has issued a letter in the form attached as **Appendix “E”**, which described the further authorization that would be sought from the Court and is now requested in this motion.
36. Letters allowing Item Claims were mailed starting at the end of February 2015 and continuing to date.
37. A listing of the 663 Item Claims that the Receiver has approved, with redactions for personal identifying information of the claimants, is attached as **Appendix “F”**. A full version of this listing is attached as **Confidential Appendix “A”**.
38. The Receiver requests authority to accept these 663 Item Claims.

Late But Otherwise Approved Item Claims

39. There are 67 Item Claims which were received after the Claims Bar Date, but which the Receiver otherwise proposes to approve, subject to authorization by the Court.
40. The claimants in question for these Item Claims have not been notified that the claim in question has been approved or disallowed. The Receiver intends to correspond with the claimants in question following this motion and direction from the Court.
41. A listing of the 67 Item Claims that were filed after the Claims Bar Date but which the Receiver proposes to approve, with redactions for personal identifying information of the claimants, is attached as **Appendix “G”**. A full version of this listing is attached as **Confidential Appendix “B”**.
42. The Receiver requests authority to accept these 67 Item Claims.

Unresolved Item Claims

43. To date, there are 37 Item Claims for which the Receiver has insufficient information to administer the claims. Some such Item Claims were received after the Claims Bar Date. The Receiver continues to correspond with the claimants and to review the available sources of information in respect of these claims.

44. A listing of the 37 unresolved Item Claims, with redactions for personal identifying information of the claimants, is attached as **Appendix “H”**. A full version of this listing is attached as **Confidential Appendix “C”**.

45. The Receiver requests authority to review these Item Claims further and to accept or disallow them based on the available information and the conclusions of the Receiver’s review, including if appropriate advice of the Receiver’s counsel.

46. Consistent with the administration of claims to date, the Receiver also requests authority to administer the unresolved claims that have already been provided to the Receiver as at end of day on March 27, 2015 as if they had been received by the Claims Bar Date.

Disallowed Claims

47. The Receiver has issued one Notice of Disallowance respecting the substance of an Item Claim with respect to the claim by the landlord of the Lagoon City location (described in paragraphs 79-85, below).

48. The Receiver has disallowed, or is in the process of disallowing, 19 more Item Claims, on the basis that the Receiver does not have the boat or asset in question in its possession, or the claim asserted is without foundation. A listing of the Item Claims at issue is attached as **Appendix “I”**.

49. The Receiver has not to date relied upon lateness of any Proof of Property Claim as the basis for disallowance.

Contested Claims

50. The Receiver has also identified 36 Item Claims involving competing interests. Such Item Claims include cases where multiple claimants filed an Item Claim for the same boat, or a Property Claim was filed for something that the Receiver believes may be the property of the Companies.

51. Contested claims can be broken into the following subcategories :

- (a) two (or more) Item Claims filed for the same asset: 27
- (b) item that may properly belong to the Companies: 10

52. The Receiver is attempting to further evaluate these Item Claims and formulate a recommendation as to how such Item Claims should be further adjudicated as contemplated in the Property Claims Procedure Order.

53. A listing of these 37 contested Item Claims, with redactions for personal identifying information of the claimants, is attached as **Appendix “J”**. A full version of this listing is attached as **Confidential Appendix “D”**.

Item Claims For Customer Chattels Other Than Boats That Have Not Been Reviewed

54. A list of the 99 Item Claims for customer chattels other than boats that the Receiver has received, but not reviewed due to concerns of practicality (as discussed at paragraphs 29-31 above), is attached with redactions for personal identifying information of the claimants as **Appendix “K”**.

55. The Receiver requests that it be authorized, but not obligated, not to administer, accept or disallow any of these Item Claims. If appropriate, the Receiver may accept or disallow Item Claims in certain cases. Otherwise the claimants may make whatever arrangements they deem fit to attend at the premises of the Companies once the purchaser under the agreement of purchase and sale is in place and attempt to locate the items in question (which the Receiver is unable to state are, or are not, on the premises and the purchaser under the asset purchase agreement will therefore only be able to deal with to the extent that customers can locate the items).

C) UNCLAIMED PROPERTY

56. There continue to be approximately 320 boats and other items of value that the Receiver has identified on the books and records of the Companies and that may have customers or other third parties as owners, but remain unclaimed.

57. The Receiver requests authority from the Court to continue its administration of these unclaimed items and to accept or disallow any Property Proofs of Claim that are made in respect of them in accordance with the provisions of the Property Claims Procedure Order without further Order of the Court, including by accepting claims submitted after the Claims Bar Date in circumstances considered appropriate by the Receiver.

D) RELEASE OF PROPERTY SUBJECT TO ACCEPTED CLAIMS

58. Subject to one further issue, the Receiver requests authority to release property for which it has approved Item Claims as described in this Report, or for which there are existing or further Item Claims that the Receiver subsequently determines should be accepted.

59. The further issue that will apply for release of any property is whether there is an outstanding account receivable for repair and/or storage services supplied by the Companies before December 8, 2014 or by the Receiver since that time. For example, many customers have not paid the rental agreement amounts for boat slip and winter storage service, which includes storage over this winter, and many other customers reversed the credit card authorizations that had been given to that effect.

60. Since all accounts receivable, including both those owing to the Companies before December 8, 2014 and those owing to the Receiver after that time, are going to be conveyed to the purchaser under the agreement of purchase and sale, the release of property at locations controlled by the Receiver or the purchaser should be dependent on outstanding accounts receivable being paid.

61. The Receiver accordingly requests that it be authorized, but not obligated, to release property subject to Item Claims to the relevant claimant as follows:

- a) all approved claims set out in Appendix "F" and Confidential Appendix "A";

- b) all late but otherwise approved claims set out in Appendix “G” and Confidential Appendix “B”;
- c) any unresolved claims set out in Appendix “H” and Confidential Appendix “C” that the Receiver concludes should be accepted; and
- d) any unclaimed items that the Receiver concludes should be accepted.

E) ISSUES IN CONNECTION WITH THE QUEBEC FACILITY

62. The Receiver notes that of the unclaimed boats, 16 are currently held at the Quebec location.

63. The Receiver has concerns, however, that the efficacy of the notices sent and published pursuant to the Property Claims Procedure Order may have been attenuated for customers of the Quebec location, because those notices were exclusively in English.

64. The Receiver has accordingly provided its Quebec agent on March 17 with a French language version of the property claims package to the known customers of the Quebec location, which is being mailed to the known contacts for these 16 boats.

65. The Receiver anticipates that Property Proofs of Claim will be filed in respect of these boats. If there are any boats that continue to be unclaimed after a further period of time, the Receiver will report further to the Court at that time and request any relief or directions that may be appropriate.

F) ISSUES IN CONNECTION WITH THE LAGOON CITY FACILITY

66. There are several issues in relation to the Lagoon City facility. A brief description of certain of the issues is below. The Receiver will report to the Court subsequently if any relief or directions are required.

Unsuccessful attempts to negotiate with the landlord regarding the business of the Companies at the Lagoon City facility

67. Shortly after appointment, the Receiver attempted to engage the representatives of 2122915 Ontario Inc. (“212”), which is the landlord of the Lagoon City marina at which the Companies formerly carried on business, in discussions about the possible inclusion of a future lease opportunity and/or the business of the Companies at the Lagoon City location in a

sales process. Those discussions were deferred by 212. The discussions did not take place before 212 instead advised the Receiver in late December, 2014 that it had concluded a new lease with Pride Marine group effective May 1, 2015.

68. 212 has since attempted to make requests of the former employees of the Companies (whom the Receiver had engaged) for records relating to the customers and business of the Companies, which the Receiver has instructed the relevant personnel to disregard, out of concern that 212 is attempting to obtain the goodwill of the Companies' business at Lagoon City without offering any value for the creditors of the Companies.

Issues in connection with the tenancy arrangements of the Companies

69. 212 has asserted, including in an affidavit filed in these proceedings, that its tenancy arrangements were with Steven Crate and Greg Crate personally.

70. The Receiver has no information or documentation regarding the arrangements (if any) by which the Companies came to operate at the Lagoon City location. The books and records of the Companies disclose that all costs and revenue associated with operations at that location were booked by Crate Marine Sales Limited, and the signage and advertising (including on the internet) by Crate Marine.

71. During the Receivership of the Companies, the Receiver has continued to hold keys for the Lagoon City location (which were changed during the period of interim receivership following November 21, 2014), and has also maintained utilities and insurance over the assets at the Lagoon City location.

72. 212 has advised that its tenancy arrangements with Steven Crate and Greg Crate end as of April 30, 2015. The Receiver has no information or documentation to the contrary.

73. Counsel for the Receiver has also been advised by counsel for Steven Crate and Greg Crate that 212 has begun steps to enforce its rights against them. Details of such steps are not known.

Unclaimed boats

74. Similar to the Quebec facility there are 134 unclaimed items (most of which are boats) that are currently held at the Lagoon City location. The Receiver continues to review what it can and should do with respect to such boats.

75. The options in this regard include relocating such boats to other facilities under the control of the Receiver, which would be required due to the notice received from the landlord of this facility that another tenant takes possession as of May 1. This may be useful because there is likely considerable value to the creditors of the Companies if these boats have no proper claimant, in which case the Receiver would dispose of them for value, likely through auction or liquidation.

Boats with Accounts Receivable

76. The Receiver further notes that of the claims that have been approved for boats at the Lagoon City location, there are accounts receivable associated with repairs and/or storage services for 62 boats that amount to of approximately \$122,000.

77. The approach noted above at paragraphs 58-60 of retaining possession of such boats until accounts receivable are paid will accordingly not work in this case, because many boat owners will not try to deal with their boats until after May 1.

78. The Receiver is accordingly assessing options to enhance recovery of these accounts receivable, including relocating such boats to other facilities controlled by the Receiver and then asserting liens pursuant to the *Repair and Storage Lien Act* until all such amounts are paid.

Property Proof of Claim by the landlord

79. 212 has also submitted a Property Proof of Claim over substantially all the equipment and inventory of parts and supplies located at the Lagoon City marina.

80. The Receiver perceives issues with at least parts of 212's Property Proof of Claim. For example, in its Property Proof of Claim 212 appears to have simply copied the Receiver's

list of chattels at the Lagoon City location and attached it, a copy of which is attached as **Appendix “L”**.

81. The difficulty in that regard is that the Receiver arranged for an on-site meeting with representatives of 212 on January 23, 2015 to inspect the chattels and to compile lists of the chattels and what was at issue in 212’s claim to them, which had already been asserted in prior correspondence. The Receiver’s representative agreed with 212’s representatives to exchange lists, which the Receiver did through its counsel’s letter of January 28, 2015, a copy of which is attached as **Appendix “M”**.

82. In response, however, no list has been provided by 212. The Receiver is accordingly concerned that all the tangible personal property described in 212’s Property Proof of Claim may not be the property of 212.

83. The Property Proof of Claim by 212 was disallowed by the Receiver on March 6, 2015. A Notice of Dispute was sent to the Receiver by 212 on March 20, 2015 (the last day within the period allowed by the Property Claims Procedure Order).

84. In other correspondence, counsel for 212 (Randall Rothbart of Solmon Rothbart Goodman LLP) has demanded that the items listed in 212’s Proof of Property Claim not be moved pending either further adjudication of the claim in accordance with the Property Claims Procedure Order, or on consent.

85. The Receiver continues to review 212’s Property Proof of Claim and Notice of Dispute. Given the rapidly approaching May 1, 2015 new tenancy, and the fact that the purchaser under the agreement of purchase and sale by which substantially all the assets of the Companies will be sold has elected (pursuant to that agreement) not to assume any possessory rights of the Companies at the Lagoon City location, the Receiver intends to attempt to ensure that these issues are resolved either by negotiation or adjudication prior to May 1, 2015 so that any tangible personal property that 212 has claimed but is ultimately the property of the Companies can be removed before the new tenant takes possession.

G) ASSERTED RIGHTS OF 1889863 ONTARIO INC. TO THE BELLEVILLE LIFT

86. The Receiver has been advised that there is a travel lift described as a “New Lift 50 BFM II S/N 3495-0713” (the “**Lift**”) at the Belleville marina in which one of the Companies, Crate Marine Sales Limited (“**CMS**”) may have an interest.

87. The Belleville marina is, or was previously, operated by Crate Belleville Inc. (“**CBI**”), which is a company to which CMS provided assistance, loans and funds for the operations.

88. Part of the assistance provided by CMS to CBI appears to have been the possession and use of the Lift, which CMS leased from 1889863 Ontario Inc. (“**188**”) as described in the letter from counsel for 188 dated February 24, 2015 and the copy of the lease enclosed (the “**Lift Lease**”), a copy of which is attached as **Appendix “N”**.

89. The Receiver was advised of the lease arrangements for the Lift between 188 and CMS in January of 2015. In the second week of February, however, the Receiver was advised by an interested party (the landlord of the Belleville marina, who hopes to obtain a new tenant to operate the marina for the 2015 boating season and who also wishes to obtain the use of the Lift) that the Lift Lease had been terminated as of September 14, 2014 by 188, which had been acknowledged by Greg Crate signing for CMS. Counsel for 188 also attached what purport to be the relevant documents in that regard in his letter at Appendix “N”.

90. The Receiver has reviewed the issues in connection with the Lift further, and has determined that:

- a) the Lift Lease was not registered pursuant to the *Personal Property Security Act*, which was required because it was for a period of more than one year;
- b) the payments under the Lift Lease had been made up to and including August 1, 2014 were been made by CMS;
- c) CBI appears to have made the payments under the Lift Lease commencing September 1, 2014 to February 1 of 2015 (which is different than the advice in the letter from counsel for 188 at Appendix “N” that those payments ceased in January);
- d) the Lift Lease appears to have been assigned to or assumed by CBI after the purported termination of the Lift Lease to CMS on September 14, 2014;

- e) CMS provided CBI with funds in the amount of \$10,000 on August 29 and \$5,000 on September 3, 2015, and CBI also sold boat inventory that was the property of CMS, such that CMS may have been directly or indirectly funding CBI's payments under the Lease Lift after the purported termination of the Lift Lease on September 14, 2014; and
- f) there are no documents that have been found in the possession of the Companies that corroborate the purported notice of termination of acknowledgement dated September 14, 2014 in relation to the Lift Lease, and a request for such documents from 188 has not been answered to date.

91. The Receiver notes that 188 has not filed a Property Proof of Claim in relation to the Lift. As stated in the letter attached as Appendix "N", 188 asserts that because the Lift was in the possession of CBI on the December 8, 2014, it was not in the possession of the Companies or of someone on their behalf within the meaning of the Property Claims Procedure Order.

92. The Receiver seeks the advice and direction of the Court as to whether 188 has an interest in the Lift that would rank ahead in priority to that of Crawmet (which the Receiver believes has general first-ranking security over the personal property of CMS). The Receiver requests that a schedule for the hearing of a motion on this issue be set.

H) CONCLUSION

93. The Receiver therefore requests and Order in the form attached as Schedule "A" to its Notice of Motion.

All of which is respectfully submitted this 29th day of March, 2015.

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



Per: Stuart Mitchell
Senior Vice President

TAB A



ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.)

JUSTICE NEWBOULD)

MONDAY, THE 8TH DAY

OF DECEMBER, 2014

BETWEEN:

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

Court File No. 31-1932502

BETWEEN:

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

Court File No. 31-1932534

BETWEEN:

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

Court File No. 31-1932548

BETWEEN:

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

Court File No. 31-1932557

BETWEEN:

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

Court File No. 31-1932540

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.

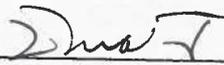
SERVICE AND NOTICE

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 B

**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.

SECOND REPORT OF THE RECEIVER AND TRUSTE

DECEMBER 19, 2014

TABLE OF CONTENTS

INTRODUCTION	2
PURPOSE OF THIS REPORT.....	3
LIMITATION OF REVIEW	4
A) OVERVIEW OF RECEIVER’S ACTIVITIES SINCE APPOINTMENT.....	4
B) APPROVAL OF THE ACTIVITIES AND REPORTS OF THE INTERIM RECEIVER	5
C) APPROVAL OF THE FEES OF THE INTERIM RECEIVER AND ITS COUNSEL.....	6
D) INCREASED BORROWINGS CHARGE	6
E) PROPOSED CLAIMS PROCESS	7
F) CONCLUSION	10

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” Order of the Honourable Mr. Justice Newbould dated December 8, 2014
- “F” Handwritten endorsement of the Honourable Mr. Justice Newbould dated December 8, 2014
- “G” Amended Order dated December 8, 2014
- “H” Consolidation Order dated December 12, 2014 of the Honourable Mr. Justice Newbould
- “I” Second Report of the Interim Receiver (without appendices)
- “J” Supplementary Report to the Second Report of the Interim Receiver (without appendices)
- “K” Third Report of the Interim Receiver (without appendices)
- “L” Fee affidavit of John Hendriks sworn December 19, 2014
- “M” Fee affidavit of Brendan Bissell sworn December 19, 2014

**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.

SECOND REPORT OF THE RECEIVER AND TRUSTEE

December 19, 2014

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 (the “**Companies**”) 1382415 Ontario Ltd., and 1382416 Ontario Ltd. (collectively with the Companies, the “**Debtors**”) hereby reports to the Court as follows:

INTRODUCTION

1. On November 14, 2014, the Debtors 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 A. Farber & Partners Inc., as a receiver over the properties, assets and undertakings of the Companies and (iii) to substitute A. Farber & Partners Inc. as 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, A. Farber & Partners Inc. was appointed Interim Receiver pursuant to section 47.1 of the *Bankruptcy and Insolvency Act* (the “**BIA**”) of the Companies (the “**Interim Receiver**”) 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 a 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”**.

7. On December 8, 2014, The Honourable Justice Newbould ruled in favour of the Crawmet Motion and appointed A. Faber & Partners Inc. as Receiver and Trustee of the Debtors, and terminated the proposals of the Debtors. A copy of the Order of that date is attached as **Appendix “E”**, and a copy of the handwritten Endorsement of that date is attached as **Appendix “F”**.

8. On December 12, 2014, the Receiver brought a motion to correct a typographical error in the Order dated December 8, 2014 and for procedural consolidation of certain of the bankruptcy estates of the Debtors and other administrative relief. The Honourable Justice Newbould issued an Amended Order dated December 8, 2014 and also issued an order dated December 12, 2014 in respect of the consolidation and administrative relief, copies of which are attached as **Appendix “G”** and **Appendix “H”**, respectively.

PURPOSE OF THIS REPORT

9. This is the second report of the Receiver and Trustee (the “**Second Report**”). Its purpose is to seek certain relief (i) regarding a proposed property claims process pertaining to the management of the receivership and bankruptcy estates of the Debtors and (ii) regarding increased borrowing power.

10. The Receiver has not yet completed the review necessary to respond to the concerns of certain stakeholders such as Marquis Yachts, 2124915 Ontario Inc. as landlord of the Lagoon City location operated by the Debtors, or Uplands Charitable Foundation and Romith Investments Limited. The Receiver and Trustee will report on those and other issues in a subsequent report, which will also address a proposed sales process.

LIMITATION OF REVIEW

11. A. Farber & Partners Inc. in its capacities as Receiver and Trustee has relied upon the financial records and information provided by the Debtors, as well as other information supplied by management, appraisers, accountants, auditors and advisors, and has not independently reviewed or verified such information. It has prepared this Second Report for the sole use of the Court and of the other stakeholders in these proceedings.

A) OVERVIEW OF RECEIVER'S ACTIVITIES SINCE APPOINTMENT

12. The Receiver will report more fully in a subsequent report, at which time it will also seek formal approval of its conduct. In order to provide an overview of its activities to the Court and the stakeholders of the Debtors, the Receiver will set out below a summary of its activities since December 8, 2014:

- Taking possession of the various properties in Ontario and Quebec including securing ongoing utility, insurance, and other premises services in the Court-appointed Receiver's name
- Ongoing coordinating with former staff regarding their termination as a result of the bankruptcy including payment of their secured claim under s. 81.4 of the BIA and arranging T4's and records of employment
- Retention of certain staff to assist in (i) the ongoing security of the Property (ii) the statutory reporting duties of the Receiver, (iii) updating accounting records to provide updated accounts needed for the realization of the accounts receivable, (iv) dealing with customer calls on ongoing receivership issues and collection efforts for accounts receivable; and (v) winterization of the final boats not yet winterized as at December 8, 2014, etc;

- Numerous calls, letters and emails from creditors and customers enquiring about the status of the receivership, the bankruptcy, the impact on boat owners who paid for winter storage, impact on owners that paid 2015 slip rentals, anticipated realization process and impact on marina operations for 2015, etc.
- Preparation and mailing of the Receiver's Information Circular addressing key concerns of creditors and boat owners and post the Receiver's Information Circular to the Receiver's web site. Maintenance of the Receiver's web site for background documents of the NOI and interim receivership proceedings as well as ongoing documents and information updates on the receivership and bankruptcy proceedings
- Preliminary review on the removal of certain assets and certain accounting records of the Debtors prior to the filing of the NOI and follow up of same;
- Further investigations into the disputed ownership of various of the boats leading to discussions and correspondence with counsel regarding the preparation of this Second Report and the relief being sought to establish a Court-supervised process to resolve potential competing property claims for boats owned by the Debtors as well as owned by customer-owned boats still on the Debtors' premises in storage, or otherwise.
- Engaged in discussions with certain stakeholders, such as the landlord of the Lagoon City location, Dwight Powell Investments Inc., Crawmet, and Marquis boats regarding issues and possible arrangements or agreements that may be reached to enhance administration of the estates of the Debtors;
- Monitoring and dealing with the Debtors' 7 bank accounts at 3 different banks to preserve funds on hand, freeze outflows, manage ongoing deposits, etc.

B) APPROVAL OF THE ACTIVITIES AND REPORTS OF THE INTERIM RECEIVER

13. A. Farber & Partners Inc. was appointed Interim Receiver of the Debtors on November 21, 2014 and Receiver of the Debtors on December 8, 2014.

14. The Second Report, Supplemental to the Second Report, and Third Report and the activities of the Interim Receiver and the activities, decisions, and conduct of the Interim Receiver and its counsel as set out in those reports has not yet been submitted for approval. Copies of those reports, without appendices, are attached as **Appendices "I", "J" and "K"**, respectively.

15. A. Farber & Partners Inc. as Interim Receiver accordingly respectfully requests approval of those reports and the activities, decisions, and conduct of the Interim Receiver and its counsel as set out in those reports and then that the Interim Receiver be formally discharged.

C) APPROVAL OF THE FEES OF THE INTERIM RECEIVER AND ITS COUNSEL

16. Attached as **Appendix “L”** is an affidavit of the Interim Receiver setting out its fees and disbursements. The Interim Receiver’s detailed statements of account for this period are attached as exhibits to that affidavit. The total quantum of the amounts incurred and for which approval is sought is \$290,883.71.

17. Attached as **Appendix “M”** is an affidavit of counsel to the Interim Receiver setting out its fees and disbursements. The Interim Receiver’s detailed statements of account for this period are attached as exhibits to that affidavit. The total quantum of the amounts incurred and for which approval is sought is \$106,286.76.

D) INCREASED BORROWINGS CHARGE

18. The Appointment Order limits borrowing by the Receiver to \$500,000.00. However, the activities of the A. Farber & Partners Inc. in its capacities as Interim Receiver and Receiver of the Debtors has exhausted the borrowings charge.

19. The Receiver has evaluated the existing and expected future expenses for the steps necessary to administer the estates of the Debtors, and has projected that, although the amount will vary with the intermittent collection of accounts receivable on behalf of the Debtors, the anticipated borrowings beyond the assets available to the Debtors will be in amounts that range up to approximately \$678,000, which is itself \$178,000 more than the current borrowing authority, by January 30, 2015. That amount does not include any provision to the payment on account ongoing retention of Debtor staff assisting in the ongoing security and realizing of the Property, the out-of-pocket expenses of an anticipated Court-approved sale

process (to be the matter of a separate report) or the fees and disbursements of the Trustee, the Receiver and its counsel (although it does for the Interim Receiver and its counsel).

20. The Receiver believes that an increased borrowing limit of \$1,000,000.00 is in the interests of the stakeholders of the Debtors, as it will allow the Receiver to continue the exercise of the powers and duties conferred upon it, and will also allow access to funds for any unanticipated expenses as the extent and nature of steps necessary to administer the estates of the Debtors is ascertained and discussed with stakeholders.

E) PROPOSED CLAIMS PROCESS

21. In the process of developing a plan to attempt to realize on the assets of the Debtors, the Receiver has encountered a recurring problem that there is substantial uncertainty about the nature and extent of the interest of the Debtors in the chattels that are in their possession, or in the possession of others on their behalf.

22. In a similar manner, the Receiver has encountered difficulties in ascertaining the nature and extent of the interest of third parties to the chattels that are in the possession of the Debtors, or in the possession of others on their behalf.

23. These problems are exemplified in the reports previously made by the Interim Receiver of the Companies. To summarize the issues that have been identified by the Interim Receiver as set out in those reports:

- a) boats in the possession of the Debtors appear to have been sold without discharging loans against them owing by prior owners when sold to the Debtors, or by the Debtors (acting as broker or intermediary) to third parties (see paragraphs 42(a), (f) and (g) of the Interim Receiver's First Report);
- b) boats in the possession of the Debtors were apparently financed by third parties, or pledged as security for amounts owing by the Debtors to third parties, on the basis of the third parties holding title documentation to those boats, yet those boats appear to have been nonetheless further sold by the

Debtors in several instances (see paragraphs 33-35 and 42(a) of the Interim Receiver's First Report and paragraph 26(a) of the Interim Receiver's Third Report);

- c) boats previously owned by a vendor were sold to a purchaser by the Debtors acting as broker or intermediary without payment to the vendor, and the boat remains in the possession of the Debtors with now competing claims to the boat by vendor and purchaser (see paragraphs 42(b), (c), (d), (e) and (g) of the Interim Receiver's First Report; and
- d) boats in the possession of the Debtors appear to be under contract for sale to purchasers where the purchasers have already paid some or all of the purchase price for the boats, but the transactions have not yet been completed (see paragraph 26(b) of the Interim Receiver's Third Report).

24. The books and records of the Debtors do not record all of these transactions and similar ones that have been identified by the Receiver, and where there are such records they are not always accurate as to the nature or quantum of the transaction as recounted by third parties.

25. The Receiver is accordingly concerned that, in developing a sales and marketing plan for the assets of the Debtors, the Receiver is unable to have sufficient certainty about what chattels (principally, but not limited to, boats) in the Debtors' possession or held on their behalf by others are in fact owned by the Debtors and can be used to generate proceeds of sale for the creditors of the Debtors. Such uncertainty will have a detrimental impact on the integrity and outcome of a sales and marketing process. The Receiver intends to come back to Court shortly for a sales process to take place early in 2015 in order to attempt to be in a position to sell the business of the Debtors as a going concern in time for the beginning of the boating season in 2015.

26. Similarly, the Receiver is also concerned that it could face competing claims from third parties to boats or other chattels in its possession even though there may be no financial interest to the Debtors' estates when the competing claims are resolved. Not only would such

claims create difficulties for the Receiver in determining proper ownership and acting fairly for all stakeholders, but such claims would cause uncertainty about the customer base that makes up a marina operation for boats to be stored over winter and then housed in slip facilities in boating season. The Receiver expects that a substantial component of the value of the business of the Debtors as a going concern will be the degree of boating traffic that a purchaser will be able to expect to obtain, including historical customers of the Debtors. Accordingly, having certainty about boats owned by customers will also aid in the success of the receivership in that regard as well.

27. The Receiver has considered whether the process available in section 81 of the BIA might be suitable to address these concerns, but has concluded it cannot do so. The principal reason for this is that there is no particular deadline for submission or review of such claims in a bankruptcy, whereas the Receiver wishes to ensure that all claims are made by a deadline after publication and notices that are typical in a claims process have taken place.

28. The Receiver has accordingly prepared, with the assistance of its counsel, a proposed Property Claims Procedure Order in the form attached as Schedule “C” to the Notice of Motion. In preparing that proposed order, the Receiver has considered that it is not necessary or desirable to include unsecured claims, nor real property matters. Secured claims on chattels that are registered pursuant to the *Personal Property Security Act* are also not included in the proposed Order, because the Receiver can ascertain those claims based on the registrations and, if necessary, in further direct communication with the registered secured parties.

29. The Receiver is already in possession of some claims of a proprietary nature, including two formal s. 81 claims. If the proposed Property Claims Procedure Order is granted, the Receiver proposes to administer claims already in its possession as if those claims were made pursuant to the Order, which is authorized by paragraph 12(a) of the draft order.

‘

F) CONCLUSION

30. A. Farber & Partners Inc. in its capacities as Receiver and Trustee accordingly seeks the Orders attached as Schedules “A”, “B” and “C” to its Notice of Motion.

All of which is respectfully submitted this 19th day of December, 2014.

**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.**

A handwritten signature in black ink that reads "Stuart Mitchell". The signature is written in a cursive, flowing style.

Per: Stuart Mitchell
Senior Vice President

T A B C

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.

JUSTICE PENNY

) TUESDAY, THE 23RD
)
) DAY OF DECEMBER, 2014



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.

PROPERTY CLAIMS PROCEDURE ORDER

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

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

ON READING the Receiver and Trustee's Notice of Motion, the Second Report of the Receiver dated December 19, 2014 (the "**Second Report**"), and on hearing the submissions of counsel for the Receiver and Trustee, and those other parties present as noted in the counsel slip, no one appearing for the other parties served with the Receiver's Motion Record, although duly served as appears from the affidavit of service of R. Brendan Bissell worn December 22, 2014, filed:

SERVICE

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

DEFINITIONS

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

- (c) "**BIA**" means *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- (d) "**Court**" means the Ontario Superior Court of Justice (Commercial List);
- (e) "**Claimant**" means any Person having a Property Claim;
- (f) "**Debtors**" means Crate Marine Sales Limited, F.S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd. or any one or more of them;
- (g) "**Dispute Notice**" means a written notice to the Receiver, in substantially the form attached as Schedule "E" hereto, delivered to the Receiver by a Claimant who has received a Notice of Disallowance, of its intention to dispute such Notice of Disallowance;
- (h) "**Excluded Claim**" means:
 - (A) claims secured by any of the charges created in the Appointment Order or in the Order of this Court dated November 21, 2014 appointing A. Farber & Partners Inc. as interim receiver over certain of the Debtors;
 - (B) any interest in real property owned or leased by, or in the possession of, the Debtors;
 - (C) any unsecured claim that is a claim provable in bankruptcy within the meaning of the BIA against the Debtors;
- (i) "**Filing Date**" means the date of the Appointment Order;

- (j) **"Instruction Letter"** means the instruction letter to Claimants, in substantially the form attached as Schedule "B" hereto;
- (k) **"Known Claimants"** means those Claimants which, to the knowledge of the Receiver, had a Property Claim against the Debtors as of the Filing Date according to the books and records of the Debtors or otherwise;
- (l) **"Notice of Disallowance"** means a notice, in substantially the form attached as Schedule "D" hereto, advising a Claimant that the Receiver has revised or disallowed all or part of the Property Claim set out in the Claimant's Proof of Property Claim;
- (m) **"Notice for Publication"** means the notice to Claimants for publication in substantially the form attached as Schedule "A" hereto;
- (n) **"Person"** includes any individual, partnership, joint venture, trust, corporation, unlimited liability company, unincorporated organization, government body or agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted;
- (o) **"Proof of Property Claim"** means the form of Proof of Property Claim in substantially the form attached as Schedule "C" hereto;
- (p) **"Proof of Property Claim Document Package"** means a document package that includes a copy of the Instruction Letter, a Proof of Property Claim, and such other materials as the Receiver may consider appropriate or desirable;

- (q) **"Property"** means a boat or other tangible personal property in the possession of the Debtors or of any Person on behalf of the Debtors on or after the Filing Date;
- (r) **"Property Claim"** means any right or interest of any Person in connection with, arising out of, or in relation to Property, including, without limiting the generality of the foregoing:
- (A) a proprietary claim of any Person to Property, or
- (B) a Secured Claim of any Person to Property,
- provided, however, that "Property Claim" shall not include an Excluded Claim;
- (s) **"Property Claims Bar Date"** means 4:00 p.m. (Eastern Standard Time) on January 30, 2015, or such later date as may be ordered by the Court;
- (t) **"Property Claims Officer"** means the person or persons so designated by the Receiver and approved by the Court, or designated by the Court, as the case may be;
- (u) **"PPSA"** means the *Personal Property Security Act*, R.S.O. 1990, c. P.10 as amended;
- (v) **"Proven Property Claim"** has the meaning ascribed to that term in paragraph 6 of this Order;
- (w) **"Receiver"** means A. Farber & Partners Inc. in its capacity as the Court appointed receiver of the Debtors pursuant to the Appointment Order;

- (x) **"Secured Claim"** means any claim or portion thereof that is secured by a security interest, pledge, mortgage, lien, hypothec or charge, or any claim of a "secured creditor" as defined in the BIA; and
- (y) **"Trustee"** means A. Farber & Partners Inc. in its capacity as the trustee in bankruptcy of the estates of the Debtors pursuant to the Appointment Order.

RECEIVER'S ROLE

3. THIS COURT ORDERS that the Receiver, in addition to its prescribed rights and obligations pursuant to the BIA and under the Appointment Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order, and that in taking such other actions and in fulfilling such other roles, the Receiver shall have the protections given to it in the Appointment Order and this Order, including without limitation the protections provided in paragraph 28 of this Order.
4. THIS COURT ORDERS that the procedures and deadlines in this Order shall apply in lieu of the procedures and deadlines set out in the BIA in respect of Property Claims and that the Trustee and Claimants shall not be required to comply with such procedures and deadlines but shall instead comply with the procedures and deadlines in this Order.
5. THIS COURT ORDERS that, for greater certainty, no claim provable in bankruptcy within the meaning of the BIA shall be subject to the claims procedure in this Order, and that such claims shall instead be subject to the procedure set out in the BIA.

DETERMINATION OF PROVEN PROPERTY CLAIM

6. THIS COURT ORDERS that the amount and status of every Property Claim of a Claimant as finally determined in accordance with the forms and procedures authorized in this

Order, including any determination as to the nature, priority or validity, or, to the extent that such Property Claim concerns any interest, liability or obligation in relation to a monetary amount, the amount or value, of any Property Claim, (each such Property Claim, when finally determined, a "Proven Property Claim"), shall be final and binding for all purposes in these proceedings and in the bankruptcy estates of the Debtors.

7. THIS COURT ORDERS that the terms of this Order are without prejudice to the position or objections of 2124915 Ontario Inc. and to whether such order should apply to any claim it may have for chattels at the Lagoon City facility, and also without prejudice to the motion by Marquis Yachts LLC and Northpoint Commercial Finance LLC (collectively "Marquis") to carve the Marquis yacht out of these proceedings.

NOTICE TO CLAIMANTS

8. THIS COURT ORDERS that:

- (a) the Receiver shall no later than December 31, 2014, post a copy of the Proof of Property Claim Document Package on its website, and send on behalf of the Debtors to each of the Known Claimants (for which it has an address) a copy of the Proof of Property Claim Document Package;
- (b) the Receiver shall cause to be published, on two (2) separate days on or before January 9, 2015, the Notice for Publication in each of a local newspaper published in the area of Keswick, Ontario, and also in a Canadian national newspaper; and
- (c) the Receiver shall, provided such request is received by the Receiver prior to the Property Claims Bar Date, deliver as soon as reasonably possible following

receipt of a request therefor a copy of the Proof of Property Claim Document Package to any Person claiming to be a Claimant and requesting such material.

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

PROPERTY CLAIMS

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

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

shall be and is hereby:

- (i) forever barred from making or enforcing any Property Claim against the Debtors and the Property, and

- (ii) declared to be not entitled to any further notice in, and shall not be entitled to participate as a Claimant in these proceedings.

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

12. THIS COURT ORDERS that insurers of the Debtors shall not be entitled to rely on the barring of Property Claims provided for in paragraph 10 of this Order.

PROOFS OF PROPERTY CLAIM

13. THIS COURT ORDERS that:

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

REVIEW OF PROOFS OF PROPERTY CLAIM

14. THIS COURT ORDERS that the Receiver shall review all Proofs of Property Claims that are filed on or before the Property Claims Bar Date and shall accept or disallow (in whole or in part) the status, and, to the extent that such Property Claim relates to any indebtedness, liability or obligation, the amount or value of such Property Claim. At any time, the Receiver may (i) request additional information from a Claimant with respect to a Property Claim, (ii) request that the Claimant file a revised Proof of Property Claim, or (iii) attempt to resolve and settle any issue arising in respect of a Property Claim.
15. THIS COURT ORDERS that where a Property Claim as filed in a Proof of Property Claim has been accepted in writing by the Receiver, such Property Claim shall constitute such Claimant's Proven Property Claim for all purposes, including for the purposes of this proceeding and for the bankruptcy estates of the Debtors or any of them.
16. THIS COURT ORDERS that where a Property Claim as filed in a Proof of Property Claim is disallowed (in whole or in part) by the Receiver, the Receiver shall deliver to the Claimant a Notice of Disallowance, attaching the form of Dispute Notice.
17. THIS COURT ORDERS that where a Property Claim as filed in a Proof of Property Claim has been disallowed (in whole or in part), the disallowed Property Claim (or disallowed portion thereof) shall not be a Proven Property Claim unless the Claimant has disputed the disallowance and proven the disallowed Property Claim (or disallowed portion thereof) in accordance with paragraphs 22 to 24 of this Order.
18. THIS COURT ORDERS that where, in the opinion of the Receiver, there are conflicting Property Proofs of Claim to Property that it cannot resolve, the Receiver may seek determination

of such conflicting claims in accordance with paragraphs 22 to 24 of this Order without the necessity of delivering any Notice of Dispute, and in such case notice in accordance with paragraph 31 of this Order shall be given to the Claimants at issue and any Persons affected by such Claims.

DISPUTE NOTICE

19. THIS COURT ORDERS that any Claimant who intends to dispute a Notice of Disallowance shall file a Dispute Notice with the Receiver as soon as reasonably possible but in any event such Dispute Notice shall be received by the Receiver on or before 4:00 p.m. (Eastern Standard Time) on the day that is fourteen (14) days after the Claimant is deemed to have received the Notice of Disallowance in accordance with paragraph 31 of this Order. The filing of a Dispute Notice with the Receiver within the fourteen (14) day period specified in this paragraph shall constitute an application to have the amount or status of such Property Claim determined as set out in paragraphs 21 to 24 hereof.

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

RESOLUTION OF PROPERTY CLAIMS

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

22. THIS COURT ORDERS that in the event that a dispute raised in the Claimant's Dispute Notice is not settled within a time period or in a manner satisfactory to the Receiver, the Receiver may refer the dispute to a Property Claims Officer, if chosen by the Receiver and approved by this Court, for determination, or in the alternative may bring the dispute before the Court by way of Notice of Motion for determination. If the Receiver refers the dispute to a Property Claims Officer for determination, then (i) the Property Claims Officer shall determine the manner, if any, in which evidence may be brought before the Property Claims Officer by the parties and any Person affected by the Property Claim as well as any other matters, procedural or substantive, which may arise in respect of the Property Claim Officer's determination of a Claimant's Property Claim, and (ii) the provisions of paragraphs 22 to 24 of this Order shall apply to the determination of the Property Claims Officer. For greater certainty, the Property Claims Officer may require written submissions, and may limit submissions to written submissions, at the Property Claims Officer's discretion.

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

24. THIS COURT ORDERS that the Property Claims Officer's determination of any Claimant's Proven Property Claim shall be final and binding, unless within ten (10) days of the delivery of the Property Claims Officer's determination, the Receiver, the Claimant or any

Person affected by the Claimant's Property Claim has filed with this Court an appeal, by way of Notice of Motion, of the Property Claims Officer's determination.

NOTICE OF TRANSFEREES

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

26. THIS COURT ORDERS that if the holder of a Property Claim has transferred or assigned the whole of such Property Claim to more than one Person or part of such Property Claim to another Person or Persons, such transfer or assignment shall not create a separate Property Claim or Property Claims and such Property Claim shall continue to constitute and be dealt with as a single Property Claim notwithstanding such transfer or assignment, and the Receiver shall in each such case not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Property Claim only as a whole and then only to and with the Person last holding such Property Claim in whole as the Claimant in respect of such Property Claim. Provided that a transfer or assignment of the Property Claim has taken place in accordance with paragraph 25 of this Order and the

Receiver has acknowledged in writing such transfer or assignment, the Person last holding such Property Claim in whole as the Claimant in respect of such Property Claim may by notice in writing to the Receiver direct that subsequent dealings in respect of such Property Claim, but only as a whole, shall be with a specified Person and in such event, such Claimant, such transferee or assignee of the Property Claim and the whole of such Property Claim shall be bound by any notices given or steps taken in respect of such Property Claim by or with respect to such Person in accordance with this Order.

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

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

PROTECTIONS FOR RECEIVER

29. THIS COURT ORDERS that (i) in carrying out the terms of this Order, the Receiver shall have all of the protections given to it by the BIA and the Appointment Order or as an officer of this Court, including without limitation the stay of proceedings in its favour, (ii) the Receiver shall incur no liability or obligation as a result of the carrying out of the provisions of

this Order, except for its own wilful misconduct or gross negligence, (iii) the Receiver shall be entitled to rely on the books and records of the Debtors, and any information provided by the Debtors, all without independent investigation, and (iv) the Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such books, records and information.

DIRECTIONS

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

SERVICE AND NOTICE

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

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

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

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

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

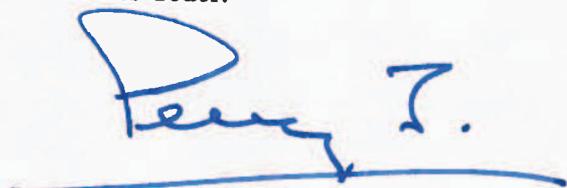
Any such notice or other communication by a Claimant shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day. Where the communication is to be by way of a form attached as a Schedule to this Order, such communication shall be in substantially the form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

MISCELLANEOUS

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

ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

 DEC 24 2014





SCHEDULE "A"

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

RE: NOTICE OF PROPERTY CLAIMS PROCEDURE FOR THE DEBTORS

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

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

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

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

DATED at Toronto this _____ day of 2014.

SCHEDULE "B"

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

A. PROPERTY CLAIMS PROCEDURE

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

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

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

- claims provable in bankruptcy (unsecured claims), which should be filed with Farber, in its capacity as trustee in bankruptcy of the Debtor, following the procedures under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
- any interest in real property (land or buildings), whether in the nature of a proprietary interest, or as a secured claim against land or otherwise; or
- any claim in connection with boat slip rentals or accommodations for boats, including any mooring/licence agreement with the Debtors.

Property Claims **may** include:

- a proprietary claim (ownership, lease or otherwise) to any tangible personal property (chattels) in the possession of the Debtors;
- a secured claim of any Person to any tangible personal property (chattels) in the possession of the Debtors;
- a claim of any Person that tangible personal property was sold to the Debtors, or by the Debtors as intermediary or broker, without full payment to that Person and that such claim attaches to tangible personal property (chattels) in the possession of the Debtors other than money or proceeds;
- a claim of any Person that tangible personal property in the possession of the Debtors or any of them was sold to the Debtors, or by the Debtors as intermediary or broker, without

full repayment by the Debtors or any of them of a loan in relation to or secured against that tangible personal property and that such claim attaches to tangible personal property (chattels) in the possession of the Debtors other than money or proceeds; or

- a claim that any Person has paid some or all of the purchase price of Property and a transaction to purchase that Property has not been completed and that such claim attaches to tangible personal property (chattels) in the possession of the Debtors other than money or proceeds.

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

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

A. FARBER & PARTNERS INC.

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

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

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

B. FOR CLAIMANTS SUBMITTING A PROOF OF PROPERTY CLAIM

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

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

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

SCHEDULE "C"

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

(hereinafter referred to as the "Debtors")

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

A. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant:

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

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

3. Telephone Number: _____

4. E-Mail Address: _____

5. Facsimile Number: _____

6. Attention (Contact Person): _____

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

Yes: No:

If "Yes" is checked, please complete Section B. If "No" is checked, please skip section B.

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

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

8. Full Legal Name of Assignee(s):

9. Full Mailing Address of Assignee(s):

10. Telephone Number of Assignee(s): _____

11. E-Mail Address: _____

12. Facsimile Number: _____

13. Attention (Contact Person): _____

C. PROOF OF PROPERTY CLAIM:

I, _____
[name of Claimant or Representative of the Claimant], of

_____ do hereby certify:
(city and province)

(a) that I [check (✓) one]

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

am _____ (state position or title) of

_____;
(name of claimant)

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

D. NATURE OF PROPERTY CLAIM

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

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

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

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

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

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

E. PARTICULARS OF PROPERTY CLAIM:

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

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

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

A. FARBER & PARTNERS INC.

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

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

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

F. FILING OF PROPERTY CLAIM

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

Dated at _____ this _____ day of _____, 201●.

Signature of Claimant

SCHEDULE "D"

REFERENCE NUMBER [●]

NOTICE OF DISALLOWANCE

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

Property Claim Reference Number:

TO:

(Name of Claimant)

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

Pursuant to paragraph 16 of the Property Claims Procedure Order, A. Farber & Partners Inc., in its capacity as Court-appointed Receiver of the Debtors, hereby gives you notice that it has reviewed your Proof of Property Claim and has disallowed all or part of your Property Claim. Subject to the terms of the Property Claims Procedure Order, including any further dispute by you in accordance with such Order, your Property Claim will be allowed as follows:

Basis of Property Claim:

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

SCHEDULE "E"

DISPUTE NOTICE

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

Property Claim Reference Number: _____

1. Particulars of Claimant:

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

(the "Claimant").

Full Mailing Address of the Claimant:

Other Contact Information of the Claimant:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

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

Have you acquired this Claim by assignment?

Yes: No:

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

Full Legal Name of original Claimant(s): _____

3. Dispute of Disallowance of Property Claim:

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

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

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

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

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

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

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

REASON(S) FOR THE DISPUTE:

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

SERVICE OF DISPUTE NOTICES

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

A. FARBER & PARTNERS INC.

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

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

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

DATED this _____ day of _____, 201●.

Name of Claimant: _____

Witness

Per: _____
Name:
Title:

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

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

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

**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

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

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

PROPERTY CLAIMS PROCEDURE ORDER

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

Michael B. 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.

TAB D

Classifieds LocalWork.ca

Monday to Friday 8:30am to 5pm • 905-853-2627 • Toll Free 1-800-743-3353 • Fax 905-853-1765 • For delivery questions, please contact 1-855-853-5613

**KESWICK
ADVANCED IMAGING**
is hiring a part time female X-Ray technologist.
If interested please apply directly at the clinic or fax your resume to:
905-989-0899

NEW YEAR! NEW POSSIBILITIES!
 **NEWMARKET TOYOTA**
is seeking
SALES CONSULTANTS
with the right attitude and the drive to succeed.
We have immediate positions available.
Work in a high volume, state-of-the-art facility.
Generous compensation plan.
Benefits package and company vehicle plan available.
No experience necessary.
Willing to train the right individual.
Recent graduates are highly encouraged to apply.
Fax resume Attn: Sales Manager
905-953-2895
or email: sales@newmarkettoyota.ca

 York Child Development and Family Services, a Newmarket based non-profit agency is seeking an
OFFICE ASSISTANT
5 afternoons per week, with the ability to provide full time coverage occasionally throughout the year. Previous office experience is required including proficiency in Microsoft Office and the ability to meet the multiple demands of a busy office environment. Preferred knowledge may include admin procedures of a child care environment, payroll processing and knowledge of insurance benefit plans.
Successful applicants will be required to provide a vulnerable sector screen.
**Please send your resume to
Lois Fowler, Admin Manager,
York Child Development &
Family Services Inc.,
17310 Yonge Street, Unit 6,
Newmarket, Ontario L3Y 7R8
lfowler@yorkchild.ca
or fax to 905-830-1454.**

Daycare in Newmarket is looking for
ASSISTANT TEACHER & RECE
Must have experience
Please fax resume to:
905-853-3788 or email
first_steps@hotmail.com

 
**SALES/
CUSTOMER SERVICE**
The right candidate must be able to adapt to a fast paced environment and be able to multi task on a daily basis.
Responsible for individual territory targets as well as being a team player. This position requires an energetic drive and commitment.
Automotive background is an asset. Some outside sales required seasonally.
**Please send resume to
andy@choko.com.**

**LEGAL ASSISTANT/
LAW CLERK**
required with 3-5 years experience and able to handle residential real estate transactions with minimum supervision. Must be proficient with "Conveyancer", Teraview, PC Law and Word.
**Please email resume to:
sratansi@virgiliofotaw.com**

HAIRDRESSER
Experienced and licensed for nursing homes in Newmarket, Aurora, Richmond Hill and Vaughan. Part-time.
No evenings or weekends.
**Please call
1-866-303-0698**

**Please send your resume to
Lois Fowler, Admin Manager,
York Child Development &
Family Services Inc.,
17310 Yonge Street, Unit 6,
Newmarket, Ontario L3Y 7R8
lfowler@yorkchild.ca
or fax to 905-830-1454.**

Busy transmission shop seeking
**LICENSED
TECHNICIAN**
to RE & RE transmissions.
**Call between 7am-5pm
905-967-1266
or email
tdtransmission@rogers.com**

Newpark Children's Centre
Seeking dedicated
**RECE's and
Supply staff**
to begin immediately.
Please email resumes to Jennifer by
February 6th at
newpark@bellnet.ca

Houses for Sale
Houses for Sale
Vehicles Wanted/Wrecking
Vehicles Wanted/Wrecking
Vehicles Wanted/Wrecking
Vehicles Wanted/Wrecking
Firewood
Firewood
Personals/Companion
Personals/Companion

**YORK REGION
HOME HUNTERS**
Free List of Distressed, Unclaimed, Abandoned, & Fixer-Upper Homes
All need cosmetic work only
\$294K - \$401K
FREE List with pics, addresses, & details
www.PropertyFixerUpper.com
1-800-611-6140 ID#1048 Free residential managed
Courtesy Home Fixer, Sales Rep, Owner Richard Healy Jr. Brokerage, independently owned and operated, 416-274-4004

**SCRAP CARS
CALL ME!!!**
7 days a week!
Mini vans - Autos - Trucks
Picked up.
**Top scrap prices paid!!!
905-960-6621**

**GEORGIA AUTO PARTS
WANTED DEAD OR ALIVE**
Free Towing. Highest prices paid!
Vehicles picked up.
Call for pricing over weigh scales.
BUYER OF ALL METALS & BATTERIES
Free Tire Disposal
705-437-1533
Open Mon-Fri, 8:30-5 & Saturday 8:30-3

**FIREWOOD- ALL hardwood
\$135 a face cord; \$335 a bush
cord. Delivered locally.
(905)478-2680**



ALCOHOLICS ANONYMOUS
Keswick, 905-989-0652,
Sutton, 905-722-5246

Mortgages/Loans Mortgages/Loans

Legals
Legals
Legals
Legals

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

Notice is hereby given that the bankruptcies of the aforementioned companies, with head offices located at 290 The Queensway S. in Keswick, Ontario, occurred on December 8, 2014; and that the First Meeting of Creditors will be held on January 20, 2015 at 10:00 am for the creditors of Crate Marine Sales Limited and 11:30 am for the creditors of the other companies at the Sheraton Centre Toronto Hotel, Hall C, 123 Queen Street West in Toronto, Ontario.

DATED at Toronto this 8th day of January, 2015

A. FARBER & PARTNERS INC.
150 York Street, Suite 1600
Toronto, ON M5H 3S5
Telephone No. (416) 497-0150
Facsimile No. (416) 496-3839
www.farberfinancial.com



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

RE: NOTICE OF PROPERTY CLAIMS PROCEDURE FOR THE DEBTORS

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

Proofs of Property Claim must be submitted to the Receiver for any Property Claim as defined in the Order and described in the Instruction Letter for them available on the Receiver's website, listed above. Completed Proofs of Property Claim must be received by the Receiver by 4:00 p.m. (Eastern Standard Time) on January 30, 2015 (the "Claims Bar Date"). It is your responsibility to ensure that the Receiver receives your Proof of Property Claim by the above-noted time and date. **PROPERTY CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.**

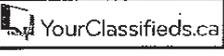
DATED at Toronto this 8th day of January 2015.

Mortgages/Loans
Mortgages/Loans

\$\$\$ MONEY \$\$\$
CONSOLIDATE Debts/Mortgages to 90%
No income, Bad credit OK!
Better Option Mortgage #10969 1-800-282-1169
www.mortgageontario.com

Novenas/ Card of Thanks
Novenas/ Card of Thanks

ST. JUDE'S NOVENA
May the sacred heart of Jesus be adored, glorified, loved and preserved throughout the world, Now and forever, Sacred heart of Jesus, pray for us, St. Jude, helper of the hopeless pray for us, St. Jude, worker of miracles, pray for us, Say this prayer nine times a day by the eighth day your prayer will be answered. It has never been known to fail. Publication must be made.
Thank You, M.C.

 **Advertise in the Classifieds Call 1.800.743.3353**

Classifieds In Your Community

Monday to Friday 9am to 5pm • 705-721-4350 • Toll Free: 1-800-387-0668 • Fax 705-721-8859 • classified@simcoe.com

Is your life spinning out of control?
Is drinking destroying your world?
Does chaos surround you?
Are you driving impaired?
Are your relationships failing?
Are you ditching school?
Are you missing work?
Do you feel trapped?

Contact
ALCOHOLICS ANONYMOUS
We can help today.
For meeting times and locations
Call 705-725-8682
or visit www.barrieaa.com

BIRTHRIGHT
Are you pregnant and distressed?
Birthright really cares.
109 Bayfield St., Barrie.
705-737-3550

\$\$\$ MONEY \$\$\$
CONSOLIDATE Debts Mortgages to 90%
No Income, Bad credit OK!
Better Option Mortgage #195691-800-282-1169
www.mortgageontario.com

CLASS ACT CLEANING
14 years experience in residential & industrial
cleaning within Barrie & surrounding areas.
Hourly rates or by the job. Insured. Bonded.
Available 7 days a week. Call for a quote!
CALL JUANNE 705-503-2229

DRYWALL, BOARDING AND TAPING. Drywall and plaster repairs.
Textured sprayed ceilings.
Free estimates.
705-725-8619

794-JUNK (5865)
Ontario's finest junk removal service!
We haul anything. Removal and disposal.
U Call We Haul ~ 705-794-5865

NOTICE TO CREDITORS AND OTHERS

All claims against the estate of **BARBARA ANN COOK**, late of the City of Barrie in the County of Simcoe, who died on or about the 10th day of January, 2014, must be filed with the undersigned Estate Trustee on or before the 30th day of January, 2015; thereafter, the undersigned will distribute the assets of the said estate having regard only to the claims then filed.

DATED at BRADFORD WEST GUILDFORD this 17th day of December, 2014.

DEBBIE COLLINGS,
Estate Trustee,
by her Solicitor,
W. ROY GORDON
PROFESSIONAL CORPORATION,
57 John Street West,
P.O. Box 1660,
BRADFORD, ONTARIO,
L3Z 2B9,
905-776-5301

Barrie Central Collegiate

All students and their parents/guardians are cordially invited to attend:

GRADE 8 INFORMATION NIGHT

Wednesday, January 14th, 2015

at 7:00 pm in the Auditorium

Snow date: Thursday, January 15th, 2015.



For the school and experience why Central is NOT just another high school!!!

- >Door Prizes >Video Presentation >Classrooms at work >Guided Tours >Refreshments
- >Information about our Unique programs: Languages (Extended French, Italian, Latin), Technology, The Arts, Specialist High Skills Majors
- >Information about: Classes, Clubs, Sports, High School pathway planning, and more

125 Dunlop Street West, Barrie • 705-726-1846

NOTICE TO PROPERTY CLAIMANTS
of CRATE MARINE SALES LIMITED, F.S. CRATE & SONS LIMITED,
1330732 ONTARIO LIMITED, 1328559 ONTARIO LIMITED,
1282648 ONTARIO LIMITED, 1382415 ONTARIO LTD., and 1382416 ONTARIO LTD.
(hereinafter referred to as the "Debtors")
RE: NOTICE OF PROPERTY CLAIMS PROCEDURE FOR THE DEBTORS

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Superior Court of Justice of Ontario made on December 23, 2014 (the "Order"). The known property claimants should have received Proof of Property Claim packages by mail, if the Debtors have a current address. Property Claimants may obtain details about what claims are included in this Property Claims process, as well as obtain a copy of the Order and a Proof of Property Claim package from the website of A. Farber & Partners Inc., Court-appointed Receiver of the Debtors, at www.farberfinancial.com/insolvency-engagements/crate-marine-sales-limited-et-al, or by contacting the Receiver by telephone at (416) 496-3782.

Proofs of Property Claim must be submitted to the Receiver for any Property Claim as defined in the Order and described in the Instruction Letter for them available on the Receiver's website, listed above. Completed Proofs of Property Claim must be received by the Receiver by 4:00 p.m. (Eastern Standard Time) on January 30, 2015 (the "Claims Bar Date"). It is your responsibility to ensure that the Receiver receives your Proof of Property Claim by the above-noted time and date. PROPERTY CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

DATED at Toronto this 8th day of January, 2015.

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

Notice is hereby given that the bankruptcies of the aforementioned companies, with head offices located at 290 The Queensway S. in Keswick, Ontario, occurred on December 8, 2014; and that the First Meeting of Creditors will be held on January 20, 2015 at 10:00 am for the creditors of Crate Marine Sales Limited and 11:30 am for the creditors of the other companies at the Sheraton Centre Toronto Hotel, Hall C, 123 Queen Street West in Toronto, Ontario.

DATED at Toronto this 8th day of January, 2015

A. FARBER & PARTNERS INC.
150 York Street, Suite 1600
Toronto, ON M5H 3S5
Telephone No. (416) 497-0150
Facsimile No. (416) 496-3839
www.farberfinancial.com



ERRORS & OMISSIONS

If your classified ad appears today for the first time, please check carefully to see that it is correct in every detail. Notice of an error in your ad must be given to the classified department in time for the second insertion.

We will not be held responsible for more than one incorrect insertion.
Thank you.



**Do you have community hours to complete?
Want to 'pay it forward'?**

Volunteer with us!

We have a variety of fun activities, events and outings that individuals 14 years of age and older can assist with. Want to learn more? Come to Coleman Care Centre on Tuesday, January 20th, 2014 from 6:00 to 7:00 pm for our Volunteer Information Session!

Refreshments will be available.

Tuesday January 20 • 6 - 7 pm

Coleman Care Centre

140 Cundles Road West, Barrie • 705-726-8691

Margaret Shelly, Volunteer Coordinator

margaret.shelly@schlegelvillages.com



PLAY WITH THE PROS

SHARE THE RINK WITH LEARNS ALUMNI LIKE MIKE GARTNER, KRIS KING, GARY ROBERTS AND BRAD MAY

- 2 former Pros per team
- 10 men's teams, 3 games guaranteed
- 12 players (11 skaters, 1 goalie), 2 team sponsor spots per team, 16 players total
- Fully equipped locker room
- Pro-stitched personalized jersey & socks
- Participant gift
- Delicious breakfast, lunch, and dinner reception
- Silent auction with valuable prizes



SIGN UP NOW HOCKEYHELPS.THEHOMELESS.COM

MARCH 6-2015 HOLBY COMMUNITY CENTRE, BARRIE

GREG@HITH.COM 1-905-948-4250

MESSAGE BROUGHT TO YOU BY

metrolandmedia
Copyright © 2015 metrolandmedia.com

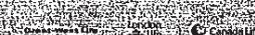


HOCKEY HELPS THE HOMELESS

PROUDLY PRESENTED BY



NATIONAL FOUNDING SPONSORS



WANTED: Harassed power walker.
Eye bags and shoulder stains desired
but not essential.



Used Simcoe

2015-2016

#1 in Help



T A B L E

Dear _____ **[NTD INSERT CLAIMANT NAME FROM TRACKING SHEET]**

In the matter of the Court-appointed Receivership of Crate Marine Sales Limited et al.

The Receiver is responding to the Proof of Property Claim you submitted with respect to other assets (the “**Other Assets**”) that accompanied your Proof of Property Claim you submitted for your boat stored at Crate Marine:

[NTD INSERT CONFIRMED OTHER ASSETS FROM TRACKING SHEET]

The Proof of Property Process was primarily established to identify ownership of the customer boats. Crate Marine’s systems did not track customers’ Other Assets and these Other Assets are incidental to the boat claim. Furthermore, the former staff of Crate Marine confirm that the Other Assets, as they exist, such as trailers, dinghies and any other miscellaneous Other Assets are being stored together with the customers’ boats. The Receiver will not be verifying the Other Assets and will not be claiming any interest in the Other Assets that may currently be stored with a boat. The Receiver intends to release the trailers, dinghies and any other incidental assets currently stored with the boat to the customer when the boat is released.

The Receiver anticipates being in Court shortly to seek Court approval to release the boats and Other Assets for which it is not disputing the Proof of Property Claims submitted. The Receiver’s Report and related material regarding the release of boats will be available on the Receiver’s website <http://www.farberfinancial.com/insolvency-engagements/crate-marine-sales-limited-et-al> a few days before the hearing date to be fixed by the Court. Prior to the boats and Other Assets being physically released, customers will be required to settle any accounts with the Receiver for any services and storage provided by Crate Marine and/or the Receiver up to and including approximately March 30, 2015 (the exact date will be provided in a further communication). Enquires about any amounts that may be owing can be directed to the Receiver to the attention of Peter Crawley, MBA, CPA, CA, CIRP at 416-496-3507 or by email at pcrawley@farberfinancial.com.

On February 13, 2015, the Court authorized the Receiver to conduct a marketing and sale process for the marinas and substantially all Crate Marine’s assets (the “Sales Process”). On February 13, 2015, the Court also authorized the Receiver to enter into an agreement with a bidder (the “Stalking Horse Bidder”) to serve as a minimum bid that other bidders will have an opportunity to exceed in accordance with the Sales Process. The Stalking Horse Bidder was the successful bidder and the Receiver is applying to Court for final approval with an anticipated closing of the sale to the Stalking Horse Bidder on March 31, 2015. The Stalking Horse bidder has advised the Receiver that it intends to re-open operation in April 2015, in time for the spring 2015 boating season.

Yours very truly,

A. FARBER & PARTNERS INC.

Court-appointed receiver of Crate Marine Sales Limited, et al.

T A B F

**Redacted Listing of Approved Item Claims
Appendix "F"**

Licence No.	Serial No.	Nature of Property Claim	Location of Property
86E17939	CDRV9002E990	Carver 380	Keswick
59E53492	RGMJD123E506	2006 Regal 3060, 30 ft. Contents of dock box #411.	Keswick
ON2853727	SERV1898J011	2011 SeaRay 220 Sundeck (white and silver hull), named "Chiller". Trailer is also attached (vin# 1MDASAY2XBA465153	Willow Beach
832867	CDRE2013C809	Marquid 50 SC	Keswick
86E12899	CBD380010H	1970 Chris Craft Constellation, lifted in slip#541, named "Wood N' Toy".	Lagoon City
86E18571	CDRS0005L990	1990 Carver Yacht 3608 named "Gin Bin". Boat is shrink wrapped and stored on land.	Keswick
	SYL42450H213	2013 Sylan Mirage (Pontoon)	Willow Beach
30E17947	WELC6030B090	1990 43 ft. Wellcraft Portofino, named "Knot by Chance". White hull with blue stripe. Two white dock boxes at slips# 632 & 634.	Lagoon City
59E33151	HUN34298M83K RGMHD741A999	34' hunter sailboat with cradle, named "windermere III". 1999 Regal 242 Commodore including 1999 Merc engines 5.0L EFI.	Lagoon City Keswick
18E21468		1975 Nortica 19 6 ft sailboat, named "Silent Lady". Red hull	Keswick
59E46144	MXPB18NNA404	2004 maxum 2200SR3 Stren drive bow rider	Willow Beach
ON2294056	YDV04399B909	2009 Seadoo 179A RXT 215, slip E-57, winter storage	Willow Beach
26D2288	WELC5106H990	1990 wellcraft express cruiser 34' "Elegant Lady" vessel is in shrink wrapp/winterized and on blocks	Keswick
ON3895672	RGMGF286D313	Regal 24RX Fast deck boat, black tower yellow hull black stripe	Keswick
ON1866939	SERT8486C101	2001 340 SeaRay Power Cruiser. Dock box at slip#650 and boat is stored at this slip.	Lagoon City
ON3787520	CDRR2046L203	Carver 2003 360 sport sedan "ROLA", 2 storage boxes and contents at slip 68, Winter storage	Keswick
ON817351	CDRP0006G596	carver 355 "Wild thing IV at slip 41 abd contents in dock box	Keswick
827336		1984 Great Lakes Trawler, named "Goose Boots"	Lagoon City
36E42395	RGMRB355C999	1999 2760 Regal Commodore	Keswick
	SERT9688C202-1469	2002 SeaRay Sundancer 34 ft, named 'SeaDog II'.	Keswick
	RGMDJ366C505	2005 Regal 2250 CUD 22.2'	Keswick
ON1695213	STNL0003E091	1991 38' Silverton Express	Keswick
	CDRL6115B989	Carver 30' boat in slip# 518, named "fearless".	Lagoon City
ON228756	US-US0G555KC606	Bayliner 2006, blue/white color.	Keswick
ON4360346	CDRS8056B404	2004 Carver Mariner 360, name: 007, gas barbecue mounted on dock at slip 236, contents of locked dock box at slip 236	Keswick
ON361682	RGMDJ605F607	2007 Regal ZZ50 "Ten Seven" 22.5'	Keswick
30E16911	WELA0236E989	Slip#101 and inboard/outboard propulsion, red/white. Boat is on a trailer (plate# E1809H)	Keswick
59E45539	CRSEEA096304	2004 Cruisers Yacht 320 in slip# 252	Lagoon City
59E46860	CDRS8086E404	2004 Carver Mariner 360 in slip# 236	Lagoon City
	ZGR17017D888-208CJ	1988 21 ft. Grew Caddy Boat (white/grey)	Keswick
24E21656	SERF8286E787	1987 SeaRay model 39 EC named "Another Impulse".	Keswick
59E24466	STNAB158K900	2000 Silverton 352 motor yacht named 'Inn Trust'. In slip #205 at Lagoon City.	Lagoon City
	CDRS82551809	2009 Carver 36 Mariner. 2011 Karavan Trailer (5KTW513UET523430)	Keswick
NB1446199	Hull #YAMC8121B8808	Yamaha 212ss	Willow Beach
54E9843	HUN28116K990	Hunter 28 Sailboat, named "Sarawak" on steel cradle	Lagoon City
50E121828		1988 Hershine Trawler. Vessel stored at Crate Marine Sales in Keswick	Keswick
59E33161	CDRJ0006H900	2000 Carver 326 AFT purchased 10/15/2014 and is in storage	Keswick
QC2754978	CRSMEA11F607	2007 Cruisers 420 IPS Express.	Keswick
80E14447	US-RMK75887B404	2004 Rinker model 342 boat	Unknown
25E15099	SERF2904D191	1991 SeaRay Sundancer located at slip#232 for the winter.	Lagoon City
ON4335623	RGMJF041D414	32 Regal Express-Model year 2014, Slip 311, box storage, items on boat	Keswick
QC1157875	FGBK0426B808	2008 Chaparal 250 Signature	Quebec

	ATI75637M81K	Shir Bet, 45 foot, custom aluminium motor yacht 1981 Tanzer 7.9 Sailboat, named "Dream". Steel cradle is also in storage.	Keswick Unknown
55E21912	STNB0123B090	1990 Silverton express 34X, 10.36m, dock box and content slip 261	Keswick
ON53541	RNK81811D606	2006 Riaver Fiesta 250; 1999 loader 2 axle trailer (E8565P). Box near slip full with marine equipment.	Keswick
ON469978	GFNCA042J607	2007 FourWinns 318 Vista "Almanosh" / Slip 396 Dock Box contents / Large Dickenson Sea BBQ with Pedastal Stand / Wet/dry vacuum and boat brushes and buckets / folding chairs / dock fenders (4) along slip 396 / extra keys were held in Crate service department	Keswick
6E6386	ETY402296585	1985 Marine Trader Sundeck Trawler 'lollygaggun II'.	Keswick
35E14372	CDRN0029J586	1986 Carver 3207 AFT cabin boat	Keswick
54E5331	XUE304SIM835	230 Sun Runner, beige/blue 23' boat on a blue trailer	Keswick
36E43424	ZTP101320882	1982 17' Tempest, beige and white.	Willow Beach
ON750887	ZZN0817ZB898	1998 Bombardier Seadoo on a cradle ride trailer. Rent slip#170 with personal items stored in it.	Keswick
ON4630091	CDRP0007H495	1995 Carver model 355 Aft cabin.	Keswick
	CDRDA006A292	1992 Carver 43MY, named "Restoration Bahf". About \$8000 of outstanding work.	Keswick
	ZMYML134F686	Sailboat mirage 29, named "mistral". 2 dock boxes, 1 BBQ at slip#42	Lagoon City
827914	CDRN9022I68	powerboat carver 32, named "fifty shades of"	Lagoon City
	RGMKD284D505	2005 Regal 4460 Commodore	Keswick
		Dinghy Brig F330 w complete cover/ Mercury 1-F20201HK 20 HP	Keswick
ON2252467	FGBH0135K708	Chaparral 264 sunesta red and white 2008	Lagoon City
59E27128	CDRP0087E000	2000 Carver 356 aft "Foolish Pleasure". Lifted in slip 237 (dockominium owned slip with deed). Dock box with name attached, BBQ, and picnic table.	Lagoon City
86E19857	2T1210281175	Sailboat tanzer 22 with dryland crib, named "Rocinante".	Keswick
24E19412		Engines rebuilt on mainship 31. Both engines rebuilt in 2014 but still a lot of problems exist.	Keswick
	CDRR2083C303	Carver 360 sport sedan 2003. Wea re the owners - the boat was to be sold under a brokerage agreement by Crate's.	Keswick
59E25750	RGMAB329A999	1999 Regal Commodore 2760	Keswick
ON2105545	FGBJ393L506	Chaparral signature 350 (white) with inboard/outboard engine. Items contained in dock box of slip#209 and BBQ.	Keswick
ON3081284	FGBD0608J809	2009 Chaparral Signature 330	Lagoon City
	RGMBT460B313	1990 Regal BR. Blue eagle trailer. Boat is sitting on trailer at the marina.	Keswick
ON4412665	KCSBF145D314	2014 Cruisers SS 258 Mocha Hull. Excaliber Trailer (matching mocha color). Crate's made an arrangement to store/repair/replace the prop with correct size/steam clean hull and return the boat to Fifty Point Marina in the Spring.	Keswick
ON333882	STR27450B011	Starcraft Starfish 17.6 DC VYL Black fishing boat with STS black trailer (Vin# 45JA2LS18B1000428)	Willow Beach
RGMHJ221C505		2005 Regal 2465 Commodore and contents, see list on POC form	Keswick
24E16912	CRSU5591H899	1999 Cruisers Inc. 3075 Rogue, named "Hat Trick". In Slip#506	Lagoon City
ON2373657	KGMTA355H708	2008 Regal 3760 Express Cruiser, named "Bobbin Along" in slip# 174. Storage box and BBQ near slip#174	Keswick
	RGMDB200L011	2011 22' Regal Bowrider. Trailer model L22 (Vin: 5VWBT2220BE002272	Keswick
ON252354	CEC31626D505	Sea Doo Challenger 180 boat, orange and white.	Keswick
	SERP3081K596	1996 SeaRay 400 Sedan Bridge White	Keswick
ON320030	RGMHE479K405	Regal 2665 at slip#510. Blue, white and yellow.	Keswick
	USKA91NBS798	Maxum 1750 NB	Keswick
53E2531	128	Huges 25 Sailboat, named 'Tardis'.	Lagoon City
	FGBS0244C909	2009 Chapparel winter storage pre paid.	Keswick
86E22192	CDRW3025A898	1998 Carver 400, named "knot working". The boat is currently stored at slip#213. BBQ (model #720-0737) is stored near electrical shed on Pier# 2.	Lagoon City
	CCNYJ143K889	1989 Chris Craft 501 Constellation, named "No Fixed Address".	Keswick
	RGMJD126F506	2006 Regal windows express cruiser model 3060 blue and white with gold trim	Keswick

ON440106	FBA4060R	1972 Chris Craft Commander 42 ft. Named 'ariel'. Contents of dock box.	Keswick
ON4465019	USKCSFF119H314	2014 Cruiser 25' Cuddy	Keswick
ON66699	RGMDJ563C606	2006 Regal 2250	Keswick
ON66608	RGMWJ217B606	1979 Pacemaker M1Y 40 ft, named "Alpha I"	Lagoon City
86E17474	TRJML007I889	2006 Regal 2650 LSC	Keswick
ON2707495	US-SERP36748797/400DB-571	1989 Trojan 12 M express, named "Kash Flow"	Keswick
	RGMVC086J506	1997 Sea Ray 400 Sedan Bridge. Boat is currently stored at lagoon city marina.	Lagoon City
	RGMFM950C808	Regal 2006 3350	Keswick
		2008 Regal 2000 Bowrider. Boat is on eagle tandem trailer. Boat was left for service in October, no mention of situation or return of property.	Keswick
ON2488409	FGE36019A404	2004 Cobalt 36', stored in slip#53.	Keswick
59E 45558	CDRS8062B404	3765 2004 Carver 36 Mariner. Named 'Opa'	Keswick
59E37442	SERT6964D000	2000 280 Sunsport SeaRay (white and black). Boat is being stored on property over the winter	Keswick
ON4250214	RGMME444J213	2013 Regal RX2500. Boat sits in slip#449, all contents of slip box is property.	Keswick
30E16740	WELC5911L990	1990 Wellcraft Gran Sport	Keswick
30E19824	CDRR5005D393	1993 Carver Montego 38' Express Cruiser	Keswick
	FWNCY015A000	2000 Four Winns 338 Vista, bbq, winter stotage	Keswick
	SERV2646J899	2000 Sea Ray Sundeck 210. Contents of dock box and BBQ at slip#180B	Keswick
	RGMGF103C212	2012 Regal 24Rx Fasdeck	Keswick
ON1042785	AGC36081C797	1997 Baja 252, with naylor boat lift.	Willow Beach
55E28248	QJA09133G900	2000 Power Boat Doral 300 SC	Keswick
ON2365452	TNRD4823E505	2005 Formula 260 B/R. White&Blue color. Contents of dock box #439. Made \$500 deposit for 2015 slip #439	Keswick
16E2077	CDRC0047B191	1991 carver 3608 AFT cabin, engin S/N: port 88064, starboard 88069 on land storage.	keswick
59E24329	PNYUSC3RL899	Stingray	Willow Beach
ON1479741	WRSSP419E808	Pontoon boat and 1999 Kara KKB trailer (vin# 5KTBS211XXF027195)	Willow Beach
	ZBY25573484B	25 ft. Bayfield sailboat, named "Shangri-La". Blue cradle with "Shangri-La" and "Powell" painted on it.	Lagoon City
25E-7727	TRJ041700274	36' 1974 Trojan yachts "Ens' Sanity"	Lagoon City
ON397500	FGB60712J607	2007 Chaparral 234 Sunesta	keswick
	CDRU3008G708	Marquis Yacht 40 SC, 2008 40' slip LS6	Keswick
	ZBM18015G192	1992 Mederos Limestone 18', inboard/outboard motor.	Willow Beach
ON1364883		1995 Maxum 2700 SCR, white/grey with tan camper top. Vin# 245166690. Boat name 'Nautical fix'. At slip #247 A/B.	Keswick
	31E13899	20' 1975 sailboat "Sojourner" , blue cradle, ride trailer, winter storage	Lagoon City
ON2524799	BVKA19SCG394	1994, 2859 Bayliner White	Keswick
ON1033562	CDRR8018I697	1997 Carver 35 Mariner in slip# 64	Keswick
36E35029	ZDBA0022E091	1991 30 ' Doral Prestancia boat	Lagoon City
	GFNMH386D505	2005 Fourwinns 230 Horizon BR. White with black stripes	keswick
ON3832008	RGMFN383D313, OG401285	Regal 2000 Bowrides and 1996 mercury 25hp outboard engine	Willow Beach
	CTYL6229E686	27 ft Catalina sailboat, named "canopus". Stored on steel cradle. Paid for the boat to be shrink-wrapped and the service was not complete, will not know cost of damage until Spring.	Lagoon City
	STNA0209B595	31 ft 1995 Silverton in slip#508	Lagoon City
	YBNK2498B505	2005 Silverline 1805 and trailer	keswick
ON1026268	SERF1626D707	2007 SeaRay Sundance 40. Named 'Always 4 Sail' 'Cha-Ching'. Storage box #67 with personal items	Keswick
ON4431476		Gemini legacy 35 Catamaran "Arianna"	Lagoon City
	PLR436891506	Polar Kraft 178 Boat; Yamaha motor FS115 ID # 1058587	keswick
	PLR436891506	Trailer - Shore Lander Ser #1MDAPLS165A307362	Keswick

86E16391	CDRF5503F889	carver montego 26' 1989, boat at slip 78, koziba, barbeque, 2 storage boxes.	Keswick
ON406153 ON3642669	RGMYA179A797 SERP5257B101	1997 Regal 322 "Dabouyz" 2001 Sea Ray 400 Sedan Bridge, named "worth the wake". Slip# 49 and dock box and BBQ.	Keswick Keswick
ON3787183 86E15133	RGMNC018K213 27M900679-260DA485-9	2013 Regal 3200, named "Anushka" 1979 SeaRay Sundancer, "Justi-vacation", 26' cabin cruiser, winter storage.	Keswick Keswick
ON653554	CAQJAE7221D707	Boca Grande - Doral 2007, two Volvo XDP drives port and starboard with stainless steel propellers (2), two Volvo I/O Ocean "X" drives	Keswick
2E7622	FGBB0175K798 CDRN9063K586	Chaparral stored in slip#509 1986 Carver 3297 Mariner, named 'Oblivion'. White and black. Dock box at slip# 58 North.	Lagoon City Keswick
ON1603786	CAA4300318 YDV30626F808	1965 Chris Craft Cruiser. Own slip# 542 Pier 5. 2008 Bombardier Sea-Doo GTX. Blue and white. With 2008 Nitron Trailer (4TCSM11118HL30613)	Lagoon City Willow Beach
ON3513754 42E7483	PFWMB024F213	2013 Four Winns H180, red/white. Inboard/outboard motor. 1979 C+C 30 MKI Sailboat, named "Tabas co". Orange/red. 2 ladders on cradle. Boat and cradle in yard.	Willow Beach Lagoon City
ON3163828 ON1049056	STR18440L809 CDR58224B707	2009 Starcraft boat 1700 I/O. Carver Mariner 36' 2007, dock box and contents, slip L5-3, bbq, power tools	Willow Beach Keswick
TCM35145K304	IL3542JV	35' Tartan sailboat "Heaven at Sea", cradle, storage paid for the winter	Keswick
59E29982	CDRM5059K889 SERF4004E494	1989 carver 320 1994 Sea-Ray Sundancer 370-White. Boat named '4 The Fun of It'. Contents of dock box & BBQ at slip #266.	Keswick Keswick
86E22155 ON1704962 30E14849	ETC40399K394 ZZN70564D202 CDRCA012B797 SERP2667C595 FGE20085LI88	Ebtide 204c campone 2002 GTX DI Seadoo with trailer 1997 44' Carver 1995 Searay 450, 45 ft. White and beige color. 20' colalt bowrider, beam 100', engine:I/O 5.7 lorre mercruiser. At slip E-55, storage paid through to Oct 31/15.	Willow Beach Willow Beach Keswick Keswick Willow Beach
31E28491	SSU26528M834	26' sailboat in winter storage at Lagoon City Marina. 1983 Sleep rigged racer/cruiser yacht NAME LITTLT BIT	Lagoon City
ON3984898 ON592898 ON3916123	RGMBT393K213 CDRS8150E506 CEC19174D808	2013 Regal 1900 2006 36' Carver Mariner. Contents in Dock Box LS1 Challenger 180 SE SeaDoo Boat with trailer (SKTB518128F504977)	Keswick Keswick Keswick
59E47412	BIYC38CKB888 CDRW0005 G0001	1988 Bayliner "Slots O'Fun" and Trailer (trailer vin 255172354/trailer plate H5487L 2001 Carver402: My Crows Nest (brought to Crate's for repair through insurance claim with Northbridge Insurance; insurance claim included winter storage; insurer already paid Crate 50% of claim in advance)	Willow Beach Keswick
30E10096	VBA36004	1965 36' Chris Craft, slip 214	Lagoon City
ON3520844	RGMLA1711405 TRJ087831077-32	2005 Regal 3860, beige hull Trojan F32 Sedan	Keswick Keswick
ON2160173 ON3700070 59E44476 59E44476	MDNC20160304 BL2A39EJL788 RGMJ217D404 YDV03530B909 CRSCG119F315	2004 Meridian 408 Motor Yacht, named "Relentless" at dock slip# 238. 1988 Bayliner Avanti 3Y50 2004 Regal 2250 LSC 2009 Sea Doo gtx 2015 Cruisers 430 Sport Coupe. Coleman BBQ, small portable firepit, fenders & lights on dock at slip.	Lagoon City Keswick Willow Beach Willow Beach Keswick
59E53398	QEQL188D505	2005 Doral 20 ft boat, white and navy. 2005 easy loader trailer (vin# 12EAAYP435A030908).	Keswick
ON684708	RGMJD245A707	2007 30 ft Regal 3060 Commadore Cruiser. Named 'Miss Moo 11', Keys for the boat are stored in service dept., contents in dock box# 356.	Keswick
59E44557	CDRD020J405	2005 Carver 38 Super Sport Motor Yacht Dock box - Slip 46, North Harbour 2 BBQs, 4 dock chairs, 2 fenders	Keswick
ON3764821	ETY47001D888	1988 tradewinds 47 "Horizon"	Keswick

ON25779 54E6215 59E37543 59E28800	CRSADA29H506 RGMFJ244E202	Cruisers Yacht 280 CXI (Rachel's). 2015 slip fees prepaid. 1987 30' CS sailboat, named "private dancer" 2002 Regal LSC-2150, sundeck/engine hatch, winter storage 1991 SeaRay 310 white hull green canvas	Keswick Lagoon City Keswick Keswick
ON4109119	TRJR1005G596	storage paid upfront, 1996 Troja 350 express, 3 dock boxes and personal items. "No Name"	Keswick
21E21965 803246	LAR27538A090 RGMWE104H899 SERT4238G899	1990 Larson express crusier, 300 Contemra "Hot Flash" 1999 2550 Regal LSC, white and blue 1999 Sea Ray Sundancer 330 1983 Northern 29 "Marigold"	Keswick Keswick Lagoon City Keswick
80E14953	RGFMJ219K213 SERF823AF001 DNAC6005k4005	Slip 87, 2013 264 FSC Monterae, 26' 7 inches. 2001 Sea Ray Sundancer boat 2005 Donzi Classic 16. White Hull Yellow Stripe. Eagle trailer stored as well.	Keswick Keswick Keswick
30E17062	ZTH263036990	1990 Thundercraft named "Temptation". Small BBQ and miscellaneous items stored in dock box# 426. Keys are in the service office.	Keswick
ON2814253 ON1139093 36E44193	MXGA74MTC000 SERR1906L708 BUJ38453G900 CDRD4076E595	2000 Maxum 2700 SCR 26 ft Searay Sundeck 2008 2000 Sum racker pontoon boat, tandem pontoon boat trailer 1995 Carver 250 Express named 'ollys folly'. Volva penta inboard/outboard engine 5761. Dock box #3 with all contents and electric dock cable & water hose and fender.	Keswick Keswick Keswick Keswick
ON3920047 59E44465	CDRV9005L899 RGMWJ024A202	1999 Carver Voyageur 370 at slip# 553 2002 Regal 2650 LSC, stainless prop (work done on boat). Named "heat wave"	Lagoon City Keswick
50E114201 86E14084	ZHI27035M84A	Halman 27 sailboat (Zebulun), steel blue cradle, 10' fiberglass dinghy - yellow 1971 Chris Craft Connie 38' "Pure Pleasure" stored at slip 543 / 1998 Zodiac Model 310 Ser #24AC2D898 loaded on trailer with VIN 1P9US0912WE354532 / 16' CAT Sailboat on trailer	Keswick Lagoon City
ON1156867	TNRD1409D101 RGMMA280A202 CEC14074A010	2001 Formula 330 SS white 2002 Regal marine 2400 BowRider, green and white. Slip#91 2010 Seadoo Speedster twin jet engine with 2010 caravan trailer (2015AF506777)	Keswick Keswick Keswick
50E124780 59E54541 QC4100902	MQYE5043A313 YDVO9889D212 HUN28012B989 CAR271911073 KCSFH101F213 CDRR8056D202 RGMJE035K708	2013 Marquis 2012 Sea Doo 1989 28' Hunter Sail Boat. White color Cal 27, storage of boat and trailer. 2013 Azure Cruiser Yacht Sport Series, "AZ279CU". 2002 Carver Mariner 350 named 'castaway'. 2008 Regal 3060. This boat remains stored and in possession of Crate's Marina and storage paid up to dec 31, 2014.	Keswick Keswick Lagoon City Lagoon City Quebec Lagoon City Keswick
22E5379	RGFN78E999	1999 Monterey 322 sc (LOA 36'), trailer, twin 5.7 volva penta's 2 Doo prop outdrives, slip 59, picnic table, bbq, fire pit, storage boxes	Keswick
ON2714478 ON452272	CDRX3084E607	Carver model 466 2001 "Lady Nitsa", slip 223 2007 Carver 41 Cockpit motor yacht. White Color. Signed an agreement to have Crate Marine sell the boat on Sept 1, 2014.	Keswick Keswick
55E28517	RGMLA162G405	2005 Regal 3860. The amount claimed is a result of a deposit on the boat that was never returned and value of work that was supposed to be done that never was; some work was paid for by the claimants. Paid for slip#211 and own another dock box that sits on the grass in front of their slip.	Keswick
22E46081 ON1245334	CDRL8031B989 GFNCU002E708	Carver Allegra 30' 2008 Four Winns-Vista 258 cruiser boat & contents, personal property.	Keswick Keswick
ON2999704 ON2331382 ONS268219	KCSBF125J213 SERV3788A404 FGBA0947J506	2013 Cruisers sport series, color/model/size 258. Also claiming \$2,610.00 docking fee prepaid for winter 2015. 2004 Searay Sundance 240, white. 2006 Chaparral 290 Signature Boat and all contents 2007 Centurion Escalade, dock box and content, slip 182A Trailer	Keswick Keswick Keswick Keswick

ON2862744	TNRD8007J011	2011 Formula 31SS (31 ft) power boat and all related equipment. Slip#30	Keswick
ON4095348	CDRK2298A505	2005 Carver 53 Voyageur +BBQ	Keswick
ON1652599	RGFYB114F809	Slip #LS4 / Monterey 2009 400 Sport Yacht / Volvo IPS 500 Port #2006033426 Starboard # 2006033427 / Broil King BBQ / Battery Charger / Umbrella stand / 6 chairs inside storage box / extension cord / broom	Keswick
RGMTA154E506	ON654303	Boat: 2006 Regal 3560 "Long Weekend". Boat was placed at Crates's Keswick for winter storage. It is currently wrapped and in the fenced storage lot directly to the south of the sales office.	Keswick
ON4172451	RGMCB643E213	2013 Regal 2100 RX	Keswick
ON4172451		2014 Phoenix trailer (SVWBT2225EE005401)	Keswick
ON3412186	CRSEE109H112	2012 380 Cruiser, black hull, black roof and tan interior.	Keswick
18E-24604	ZEC700560682	1982 Edell 760 26' Sailboat on boat trailer (plate# M2607B). Two batteries were disconnected and removed from sailboat for warm storage and they are labelled Lubberts).	Lagoon City
59E44468	RGMLB074L102	2002 Regal 3880 38' boat named "Knot Yet". Generator (kohler model 7_3E, serial# 0790590)	Keswick
86E14655	CDRN5102F787	1987 Carver Montego 32ft. Tonnage 12,000 lbs.Twin inboard crusader engines.	Keswick
944393	VKY48523I889	48' Viking, named "Just Greyt"	Keswick
86E11499	CDR001270481-81	1981 30' Carver named "Off Duty". It was one of the last ten boats lifted from the water in 2014 at Lagoon City. It was lifted on Nov 25,2014 and there was water draining from the hull. Any damages related to the timing of lifting and winterizing of "Off Duty" will be found in Spring 2015 when back in water.	Lagoon City
35E14814	XUE505431485	Sunrunner 310 Classic, named "Daze Off".	Keswick
86E19461	CDRF5035A292	1992 Carver 528 montego. Crate Marine was going to fix the skeg & drive pin over the winter months at no charge.	Keswick
	CDRW0045C000	2000 Carver 406 Motor Yacht, named "Off the Hook". 10' walker bay dinghy attached to boat. Small BBQ and dock box at slip#50	Keswick
36E32241	BJGB45CDD88	Bayliner 2855 Sunbridge Cierra Year-1988	Keswick
30E14155	ZTH22150B888	1988 Thundercraft 220magnum boat, at slip 82, winter storage.	Keswick
86E1A326	CDRN50930787	32ft Carver Montego double cabin white hull bull stripes and canvas 1987 model 3257 twin crusaders 454CVIN.Engines. Boat in storage in a covered slip 512 at Lagoon City Marina. All equipment inside boatas well as mounted on dashboard	Lagoon City
59E33169	CDRP0033J900	2000 carver 356 aft cabin "Sharmel II"	Keswick
	SERT5820K394	SeaRay Sundancer 30, boat is in winter storage in slip# 517. Batteries were removed from boat and placed in Marina storage until Spring and snoar kit was given to service manager to be installed.	Lagoon City
U.S.O.N 1183170	SERT7296H506	2006 SeaRay 320 Sundancer, named "Mr. Raymond".	Keswick
		1988 Carver 3607 "Victoria's Secret" and all personal property located at slip 168	Keswick
86E22373	RGMBM417B606	2006 Regal 1900 Bowrider, 2014 Regal Trailer Ez load.	Keswick
ON1325408	CDRW3004F697	1997 Carver yacht "Happy Hour" 400 cockpit	Keswick
	CRSXEAO4L708	Cruisers Yachts 520 Sports Coupe 2008. Own slip#527 (as a dockominium). There is outstanding warranty work.	Lagoon City
ON2585571	CDRJ6006G495	1195 Carver 310 Stantego "Sarah 24". Dock box and contents.	Keswick
	CDRNA018J001	2001 57' Carver	Keswick
	DNAM7001C405	2005 39' Donzi	Keswick
22E45166	CDRP0039K899	1999 Carver 356, slip 555.	Lagoon City
	CDRM7106A707	2007 57 Carver	Keswick
ON2916759	CTYN6302F495	1995 Catalina 30 MKIII, named "sweet dream", all property on boat&cradle.	Lagoon City
	RGMMME256F112	2012 Regal 2500 with Volvo 5.7 6xi dr (black/sand hull color)	Keswick
59E39665	RGMDK195D303	2003 Regal Bowrider model 2200, white color. Safety equipment on board, motor, drive, VHF radio, covers and curtains.	Keswick
	RGMGE184K809	2009 Regal 2220 Fasdeck, black.	Keswick
Registration # 50E126794	PCX25066B585	OLSON 25, Sailboat on a cradle and the cradle. Boat is being stored on the property, paid for with 2014 slip fees	Keswick

ON2326968	RJH360790101	2001 36 ft Riviera "Porlamar" / Bombard Ax I Mini with 4hp Yamaha Motor XDCX4599I607 / Stainless steel BBQ and fire pit located slip executive 210	Keswick
QC3788020	CDRW1053C708	2008 carver 47 cmy "Miller's High Life"	Keswick
	ISRKV309F808.	2008 Moomba Outback V.	Keswick
	SERP3813F798	44 ft 1998 Searay / Lock and contents of dock box #48 / BBQ & Tank on Club House Deck	Keswick
	RGMHD81J102	2002 Regal 2465, named "Onda Verde".	Keswick
	RGMRV214C808	2008 Regal 2880 named 'Sao Miguel'. (Blue and yellow on white).	Keswick
823555	CDRF011L900	2000 Carver 506 Motor Yacht named "Dreamers Vision". Prepaid boat slip fees for 2015 for slip#215	Keswick
	ZMC000651990	1990 Cadorette 28 ft. White color. Boat slip #242 on pier #2.	Lagoon City
36E48240	RGMRO276A202	2860 Regal, Slip 181A "Rescape" winter storage not paid for yet.	Keswick
	SERF7514F900	2000 SeaRay 38' AFT cabin, named "Brass Ring". Slip#235. The vessel was one of the last 12 boats winterized and potential damage/need to wait until spring to assess full damage done.	Lagoon City
16E2068	CDRP0050A191	1991 Carver 3307, named 'knot for sail'. Crates customer # 4003	Keswick
7E7840	CRS8958BL990	1990 Cruisers Yacht 36 ft. Moored at slip#261 and the contents of the dock box in slip# 261.	Keswick
36E25076		40' Morgan Sail Boat (Yaw). Claiming \$1800 in damages to boat while in winterized storage.	Keswick
	PLX26719D011	2011 Bayshore RE- legend pontoon. Stored at Keswick Marina location.	Keswick
	CRSFDA05C011	Cruisers 330 Yr MFR 2010 "The 7 Dwarfs" winter storage.	Keswick
86E22154	RGMDB023D808	2008 Regal 2200.	Keswick
	RGMHD192C797	1997 Regal 242 Commodore, named "Summer Solution". The engine may still be in the repair building along with the outdrive, if it was not reinstalled before winter	Keswick
		1989 Carver Santego, named "Craic". Blue and white.	Keswick
86E16395	CDRR6068A989	1998 33' Searay Sundancer. The boat is located in the south harbour behind gym and covered with silver tarp. A white 10' long dinghy belongs with the boat near the gym window of the south club house building.	Keswick
59E45640	SERT3735C898		Keswick
ON1470857	FGBM143F809	2009 chaparral cuddy-255 SS1-26', 2009 mercury motor-496 MAG, 375HP, 2008 trailer, spare tire. Boat is currently for sale with Crates.	Keswick
ON1985392	CPSA0206G192	26' sailboat on cradle with erect mast, "Odyssey"	Keswick
86E-6806		1975 Trojan Tri-caden, white/black top, slip 57 north harbour.	Keswick
24E20366	RGMK1068D787	1987 Regal Commodore 360, named 'getaway2'. White and burgandy with a grey canvas top. Own slip#21 during boating season, however currently stored in slip# 52. Double burner BBQ with cover near boat.	Keswick
ON4492258	CRSXF148I315	(pending a resolution of a claim for damage to the boat by the debtors).	Keswick
59E13488	AVL28542E000	Albin 28 (28' 4')	Keswick
59E9469	ZMC00068I990	1990 Cadorette Holiday 280 boat . Dock box contents and BBQ at slip#358	Keswick
59E48003	RGMRC258I102	2002 Regal Blue 2860 "Forever Young II" and contents of deck box at slip 37	Keswick
ON1172135	CTYE0299L293	1993 Catalina 28' saleboa "Exhale", including all rigging etc, fitted sailboat cover, storage cradle and aluminum ladder locked to the cradle. Stored at Marina for winter season.	Keswick
ONI235443	RNK91396D808	2008 Rinker 246 Bowrider / 2011 Excalibur Boat Trailer - plate # L52 68N	Keswick
837010		2011 Excalibur Boat Trailer - plate # L5268N	Keswick
	CRSCN108L112	2011/2012 540 Cruiser , "Beyond the Barrier"	Keswick
	KCSBN1051314	2014 cruiser 328 cx white/black, motor-merc377mag b3 dts axisusba, motors-merc377magb3dtsaxisusba	Keswick
ON3066121	RGMGE296L011	2011 Regal 2220 Fasdeck-black	Keswick
A149374		2011 Volvo Penta 5.7 dup prop	

ON2587855	US-SERT9412K102-340DA1391	2002 SeaRay Sundancer 340	Keswick
ON2915901	FGBS0268C111	2011 Chaparral 216 BowRider, White with black trim. Black Canvas Cover. Inboard/outboard. Paid slip#95 fees for 2015. Boat is currently sitting on wood blocks across from slip#95.	Keswick
ON3373441	STNAP118K405 LBBFN404G111	2005 Silverton 380 Sport Bridge. White and black Aluminum boat lund, model 1625 XL SS, 2011 outboard motor mercury 60 elpt 2011 and trailer	Keswick Keswick
59E41408	CDRR2053A303	Carver 2003 36 super sport , slip 265, contents of dock box; cleaning supplies, folding chairs, stainless steel bbq, satellite dish.	Keswick
Reg #24E20900	CRSKFA30K304	2004 Cruisers Yachts 370 Express. Boat is located on property for winter storage content of locked dock box- slip 286, includes dock chaivs and misc cleaning supplies-brushes etc.	Keswick
31E20641 14E1999	CDRR8090D797 0725085-030449	Dockaminium 295 , Carver Mariner 350. 1985 Jeaneau Espace 990 named "MoonShadow" Las Brisas 20' Nash sailboat	Lagoon City Keswick Keswick
86E15578	CDRH5048K788	contents, trailer, stands, pads 32 ft Carver Montego Double Cabin, mdoel 3257, named "no way joyce".	Keswick
ON3682768 ON2143503 ON1678615	LWC06220D212 CDK58239F708 CTYC1153B808 HWSX2029K405	2012 Lowe SS210 Pontoon Boat 2008 Carver 36 mariner Yacht with blue side stripe 2008 Catalina 320 MK2, named "Rhapsody" with white hull. Steel folding cradle supporting sailboat. Flag Blue, Sare boat	Lagoon City Keswick Lagoon City Keswick
9E3695 59E49954 46E41137 25E14575	ZDBA0186F091 RNK76864F465 PLX70682J203 SERT992511990-310EC1235	1991 Doral prestancia 25' named "lakefront property". 2005 rinker captiva 192. Red& white color. 2003 Legend, 2003 mercury 75 hp 4 stroke, shorelander trailer Sea Ray 310 Express Cruiser- Rising Sun. BBQ+ propane tank +cover	Keswick Keswick Willow Beach Keswick
25E14575	SERT992511990-310EC1235	Brig 11' RIB Dinghy & Mercury 25 HP O/B motor. Black boat trailer named 'snow bear' (license# E4053C); the trailer was reported missing by Crates in fall 2013.	Keswick
59E30650	QJA07866J899 8BE6036. OF177403	1999 Doral Cruiser, named "My Way" (white&black) 18 ft. Suremaster Bowrider. White hull/tangerine interior. 1998 75HP Mercury O/B motor.	Keswick Willow Beach
59E52008	CDRX305C505	2005 Carber Yacht "Whisky II" slip 212 winter storage, 2054Brig 8 1/2' dingy, 6 side chairs, cedar picnic table, umbrella in gazebo slip 232	Lagoon City
80E13838	BLBC06EC1102	2002 Bayliner Ciera 2858. Paid \$500 for 2015 slip fees at slip#335.	Keswick
21E21594	RGMK1220D990 RNK75057K304.	1990 Regal 360 Commodore 2004 Rinker 290 Fiesta.	Lagoon City 2004 Keswick
ON581276	HATAM625M84H RGMKD351F07 RGMMLA226J506	1984 Hatteras 53' motor yacht, named "jace". 44' Regal 4460 40' Regal 3860 Commodore, named "Billy Madalena".	Keswick Keswick Keswick
	Dinghy	10' 2002 Zodiac model YL310 dinghy (59E38576).	Keswick
59E48011	RGMBL074C505	18' Regal 1800 LSR vessle with single inboard engine. BBQ and dock box contents in slip#239.	Keswick
50E132769 ON117162	SERT4749K899 MXYA1SMS1506	1999 Searoy Sundancer 310: Private Dancer Power Boat Maxum model, white hull. Boat is assigned to slip#429. Dock box contents.	Keswick Keswick
59E33153	MACM0945H506 RGMMB628K607 CDRR8040J001 RGMKE031C010	2006 Macgregor 26 sailboat (blue) 2007 Regal 24 power boat (red/white). 2001 Carver 350 Mariner, inboard T. Merr 6.2, barbeque, 2 storage boxes, tools. Boat is at slip 66 2010 Regal 44 Sports Coupe, vessel is black hull with a yellow boot strip, boat is named Rough Play. Seaweed dingy storage system, dock box at slip, various water toys at slip, garden table and chairs at Rough Play Site.	Keswick Keswick Keswick Keswick

ON2326842	RGMCB203D010	Regal 2100 2010 Black with Yellow Stripe, Registration # ON2326842.	Keswick
DAHUBE 826398	A743629, CDRV0125E888	boat Carver 38' 1988, engines T-Mercruiser A54 2004 56 ft Carver Yacht, named " It's Five O'Clock Somewhere III"	Lagoon City Keswick
ON692290	RGMHH312D708 CDRW2069C808	2008 Regal model 2565 "Helios", winter storage 2008 43SS Carver "Aqua Vista II". 2010 Walker Bay 340 Genesis Inflatable (serial# USEWVG5480C010). Both boats are wrapped together.	Keswick Keswick
ON3185047	RNK73277C303	2003 Rinker 270 Fiesta Vee Boat, gas BBQ. Slip#435 and dock box at slip #435.	Keswick
36E47057	FGBS13341102	2002 Chaparral inboard/outboard bowrider. White with beige/taupe stripe.	Willow Beach
86E22130	CDRR8038B303	2003 Carver 360 Mariner	Keswick
59E49167	RGMFA016D697 RGMMLB105J203	1997 Regal (blue) 2003 Regal model 3880. Working with Crate Marine to broker the sale of their boat, did not sell.	Keswick Keswick
ON2848645 Reg #30E15481	CRSFDA21L011 ZIEGB950E989, C181085	2011 Cruiser Yacht 330 Hard Top 1989 peterbough pontoon boat 18' with 20hp 1989 Mariner Motor, land storage of boat.	Keswick Lagoon City
ON3054811 ON3054857 60E15577	MPC40224K394 ZZN60650A393 ZZNA6700C595 SER47T250282 CDRS8121J405 CDRCA010G586 RGMGF226K13 TRJ37550273440	1994 Mainship 44 1993 Bombardier GTS seadoo. 1995 Bombardier GTS seadoo. 1982 SeaRay model SRV195 in slip A1. Carver Mariner 36M 2005 white and black 1986 Carver 42 Regal 2013 2H RX, cover and accessories, winter storage 10.97 m pleasure motor boat (white and green hull). Stored at Crate's Marina Lagoon City for Winter season. Owners of boat slip# 645.	Keswick Keswick Keswick Willow Beach Keswick Keswick Lagoon City
55E2387 18E38848 36E33291	FWNCT037K495 ZBI805032203 RGMR1661C989 CDRV8059B000	1995 Four Winns 278 Vista, white color with green top 2003 Champion allante 805i, express cruiser, locked dock box. 1989 Regal Ambassador 24'6" 2000 Carver 396 AFT cabin motor yacht, named "Work-N-For the Weekend".	Keswick Keswick Keswick Keswick
ON1009964	SERF7841L900 RGMF669F708	2000 380 Sea Ray Sundancer. Boat is stored in slip#551. Dock box and contents in front of slip#651. 2000 20' Regal inboard/outboard Bowrider, named "Chillinzz". Boat is stored for the winter on the Crate Marine property.	Lagoon City Keswick
ON2797085	Trailer FGB60129K011 SERV1247Holl	on Excalibur Trailer (vin# 2N9BT222491076590) 2011 Chaparral 310 Signature, white/black. Stored at crates marine parking lot behind gas dock. Searay 185 sport bowrider 2011, white with black striping "Ermiony".	Keswick Keswick Willow Beach
80E19450 50E112479	CDRDA011J091	1991 43' Motor Yacht - Carver Cockpit "Lady Jean" 1982 Sail boat- Bayfield 29. Name is "The Way to Go". Off White with Green Trim	Keswick Lagoon City
86E22358	CDRP0031J495 CDRT0056B787	1995 Carver 355. Named "docked-wages" Grampian 26 sailboat, named "Brigadoon II" with honda 75 outboard motor 3607 Carver Flybridge, named "Times a Bandit". 11' ft Tender Dinghy with 30 Hp Yamaha Motor.	Lagoon City Keswick Keswick
ON3473333 36E28239 59E-28223 835077 21E15482	CTYK3388M82K LAR06483A686 BVKA01YAD899 PEA800070585 MQYE5014G011	Catalina 25 1982, winter storage Boat and trailer (licence # K1059M) stored for the winter Sedan bridge 1999 Maxum 4100 SCA 1985 Pearson 28-2 Sailboat, named "Money Penny" 2011 Marquis 500 Sport Bridge Yacht 1989 Carver, 32 ft Montego mid cabin twin 350 crusader engines. In slip# 336	Lagoon City Willow Beach Keswick Lagoon City Keswick Keswick
22E45212 50E132447	CDRR8087A000 STRC384BA494 QPQ32043F999	2000 Carver 350 Mariner 1994 Starcraft 18 ft White PDQ32 Altair Sailing Catamaran, named 'double dutch'.	Keswick Willow Beach Keswick

59E50649	RGMJD114D505	Regal 3060 -2005 "Casa Del Mar", slip 409, dock box and contents, extra keys at service office box/hook 409	Keswick
23E9202	TRJ050800275-302	1975 30' Trojan with navigation CP V550	Keswick
50E124177	BL2A36SSF990	27' 1990 Bayliner 2775, gasoline engin with inboard/outboar drive OC666523, OC794867	Keswick
ON2304410	CRSASA20F405	2005 Cruisers yachts 280CXI motor vessel, 2 storage boxes and personal content	Keswick
	CTYR1201A292	1992 Catalina Sail Boat, 36 ft, named 'friendship'. Boat crade owned by Mr.Walters	Keswick
59E52397	SERP2834F596	1996 SeaRay Sundancer 45' vessel named "Seven Seconds".	Keswick
86E5251		Chris craft 42 Commander motor yacht 1969. Slip 526, "Flying Cloud", dingy, outboard motor, dock box	Lagoon City
	CDRR8073B999	1999 carver mariner 350, stored foe winter and contents in dock box.	Keswick
50E124603	BL2A81EGE989	32 ft. bayliner sport cruiser (blue and light grey). Currently on blocks and shrink wrapped near the old beach area.	Keswick
59E39654	CDRJ001OJ001	2001 Carver 326 AFT Cabin Motor Yacht "Temporary Sanity"	Keswick
50E131653	CDRL6072J889	1989 30' Carver Santiago, all contents of dock box# 404 south harbour.	Keswick
59E38476	GFNCX050D202	Boat - four winns 225 sundowner, trailer - four winns dual axle plate K4486m, currently kept at Willow beacj at a slip.	Willow Beach
86E17024	STNG0005G889 40A	1989 Silverton Yacht 40' Aft Cabin, named "Way Point".	Lagoon City
59E21668	CDRW0044C999	1999 carver 406 motor yacht, contents, accessories and personl items	Keswick
ON4556830	CRSZ4D03E203	2003 Cruisers Yacht 5470 express, named "High Steaks". Detached swimming platform inside show room in heated storage.	Keswick
21E22195	RNK78373A505	2005 Rinker Fiesta Vee 320 Twin Mercruiser 32'	Keswick
ON2758938	CDRR2061A303	2003 Carver 360SS. Contents at dock box at slip# 284	Keswick
59E42543	RGMHD971D303	2003 Regal 2465 Commodore, named 'annamaria'. Was winterized and stored by Crate's Marina in Keswick.	Keswick
30E11740	ZTH24430A686	1986 Thundercraft 240 Magnum, "Explorer", slip 257, winter storage	Lagoon City
59E30196	BLNB48SUD00	2855 Ciera 30' mercruiser. Boat moored in slip 507 of Lagoon City Marina; winter storage is paid to Lagoon City Marina; a deck box and cables.	Lagoon City
29E-20552	ZCUJ444808585	30 ft 1985 CS-30 Sailing Vessel. Named "Splash Gordon". Located in storage yard at marina.	Lagoon City
MC5911TL	JTC262321697	1997 23' Crownline Boat 225 +trailer	Willow Beach
59E47262	BWCE0530G203	2003 13' Boston Whaler	Willow Beach
80E13352	ZZN10210C404	2004 SeaDoo GTI RFI	Willow Beach
5F55313	ZZN602488101	2001 SeaDoo RX DI	Willow Beach
	BLBA68EGD989	1989 Bayliner 3255 Avanti in slip#502, plus the dinghy attached to the swim platform. Dock box and contents.	Lagoon City
50E125539	GRM79D0071076	26' Grampion Discoveyr 79 sailboat, slip 384 Name: Iddleoo Medium Blue hull, white deck, Black cradle	Keswick
21E21188	SWNCY010K900	2000 Four Winns 33'8" Vista	Keswick
ON1666744	CRSJDA09E809	2009 Cruisers 360 Express	Keswick
25E15617	SERT3067H192	1992 SeaRay 270 Weekender and Tandem Axle Trailer	Keswick
ON3998892	SERV9089E606	2006 SeaRay 195 Sport, white and blue. 2013 EZ loader BT (vin# 1ZEAAVMA1DA008378)	Willow Beach
	ZZNC2523D898	1998 Seadoo GTX RFI and trailer	Unknown
42E14688	TRBF1535A303	Triumph 150 Fish-hinking boat & trailer	Lagoon City
	SERT5728L405	2005 32 ft. SeaRay Sundancer with a set of keys stored in the marina.	keswick
6E6687	ZZA75008J88	14' Springbok boat on trailer (plate# Y96941)	keswick
24E15367	RGNJ0212G8889	1989 Regal Commodore 280 Express Cruiser with galvanized boat trailer (plate# M2925H). Gazebo, oversized dock box with refrigerator, in possession of key.	Keswick
	SERF6979H899	1999 SeaRay 370, named "Gold Reserve" and master chef BBQ Grew 155 and matching trailer.	Keswick
86E20756	OGR01070E393		Willow Beach
59E41774	CAQJAC3141B303	2003 Doral Intrigue 310. Boat was to be sold by Crates	Keswick
86E17164		1989 Thompson Daytona Cruiser, named "Pair O' Lies".	Keswick
ON2626581	LAR76703J406	2006 Larson 350 Cabrio, boat ist at slip#246 row 2.	Lagoon City
ON1632004	CDRX2057D202	2002 Carver 4100SS, named "Twins R Us"	Keswick
ON1632004	CEC29001H708	2009 Seadoo Challenger, named "Naughty Knights" (serial# CEC29001H708)which is attached to the Carver vessel.	Keswick

24E14785 7E8610	HUNS0211C494 CDRF5584K990	1994 Hunter 33.5. Cradle and mast lying separate along fence. 1990 Carver 2880 Montego Mid Cabin with Dinghy named "Livingston" (MCJ90273K293)	Lagoon City Keswick
59E43997 86E18747 ON160051 ON574615	MXPA1710RF203 CDR50024G091 CDRX30958707	2003 Maxum 19 ft. 1991 Carver model 3608 AFT cabin, named "Distant Thunder" 1974 Bayfield 25 Sailboat, named "Rozinante" with cradle 2007 41 Carver MY, white	Keswick Keswick Lagoon City Keswick
	CDRK2183H900 ZHW51105E989 USDE25SKC303	2000 530 Carver Voyageur, named "Reality Cheque 1". 1989 Peterborough, named "Potenzia" 24' Bayliner (2003) White and blue	Keswick Keswick Keswick
86E15485 2A182617	CDRH6076F788- TARPED YDV023G4C414 STR33263G314, ,45JB1ES22E1001803	1988 27' Carver Santego "Backdraft" 2014 Spark Seadoo 2014 New Starcraft Deck boat purchased aug 11/2014, mercury motor 4.3L Purchased Aug 11, 2014 , Trailmaster purchased Aug 11, 2014.	Keswick Keswick Keswick
18E27884	ZDBA1396D989	1989 Doral Citation Burgundy+grey+black stripes. Rented slip#1	Keswick
	TLY44D82C989	1989 Tollycraft 44' CPMY with twin volvo TAMD 71B engines / Dock Box / BBQ & 4 patio chairs at slip 110 at Mac Avenue	keswick
55E29094 ON2902577	CCBHE206C797 RGMATA135B505 RGMRV0411506	1997 Chris Craft 26 Crowne Express Cruiser 2005 Regal. Regal 2860 "Sea the day", 2006 29' Express cruiser. Winter storage	Keswick Keswick Keswick
ON2472096 ON818609 59E33164 545298 971251 35E-15361	BL2A22YCK798 RGMVB053L596 FBA424011R 517 XUE61258K586	1998 Maxum 3700 SCR named "Time Out". 1996 Regal Commodore 322 42' Chris Craft - 1970 Commander (tic-ity-boo) 47' Chris Craft commander, named "Toy Yot". Taboo Neptuinis Boat 57' stored by the club house. 1986 Sun Runner 310 Classic and all personal items stored with boat.	Keswick Keswick Keswick Keswick Keswick Keswick
ON2294608	MDNM8016H506 ZTP11094L889 CRSJDA01A910- Boat in COMPOUND	2006 341 Meridian in winter storage. 1989 Tempest 17' 2010 Cruiser 360 "Steel got it". Boat docked at slip 289. items in dock box kenmore bbq and other items.	Keswick Willow Beach Keswick
59E28799	CRSUS226I900	2000 Cruisers Yacht 3075. Stored in slip #501 in the Lagoon City marina.	Lagoon City
7D8183 24E21781	BL2A09ML696 BEYO3840E585 BL1C31STC898 RGMMB503C606	1996 Maxviu 4100 SCR 1985 Beneteau, model 29. 1998 Bayliner Cierra 2855, Mercruiser 7.4 MPI Bravo III, Blue Canvas, white hull 2006 Regal 2400, white hull with red stripe. Winterized and stored on Crate property, to be placed back into slip#73 in the spring.	Keswick Keswick Keswick Keswick
59E5696 ON3843167	RGFCG308C313	18' Starcraft 6 cylinder engine. 2013 Monterey 280 Sport Yacht with single volvo penta V8 engine (engine serials: A234206 / A237287 / A230698)	Willow Beach Keswick
20110099	ON4623410 MABO8311J495	Lund Rebel XL1650 (black) and Honda 50 Outboard 1995 Mariah 215, 1995 eagle tandem trailer, winter storage, slip 471	Willow Beach Willow Beach
42E12422	RGMV136H293 BLIA40STB595 40ZBPO910WPP54967	1993 Regal Commodore 320, "Holodeck" 11' ft Tender Dinghy with 30 Hp Yamaha Motor. 1995 Bayliner 28.55 Ciera SeaDoo Trailer	Keswick Keswick Keswick Willow Beach
86E16532		Thunderbird Formula Offshore Boat, stored on dry dock on trailer (plate# H98226)	Keswick

8839733 Thornhill, ON # ON 1595571	905-886-7366 CRSUSNZ11798	1988 Doral TRX emitnik@trebnet.com 2015 mooring amount that was paid in full by Nov 1, 2014. Vessel on property - 1998 cruiser 2670 + Tri-Axle (Venture) Boat Trailer "The Heat Is On"	Willow Beach Keswick Keswick
	cdrf0021b000	Slip #218. 2000 50 ft Carver named "Cakewalk" is owned outright and in slip#218.	Lagoon City
ON3887315	RNK93269i011 5A4RN3V2672000882	2011 Rinker 360 EC Trailer Polaris Jet ski 80E10472-PLR09856B696, Polaris jet ski S9E21771-PLE08933D797	Keswick keswick Keswick Keswick
ON1470857 831679	5A4RL5X2872001322 CRSADA16G607	2008 trailer Cruisers Yacht 280 CXI, named "Sea Cluded Isle". Dock box in slip#557 and boat is stored in the same slip.	Lagoon City
25E12429	BPIB26STD090 RGMJD272B808 SMK45544L011	Winter storage 1990 Bayliner 2655 Ciera 2008 Regal 3060, glacier grey black top canvas, winter storage 2011 smocraft boat model ultima 172 with 2011 trailer shoreland (vin# IMDD SAR17BA467378)	Lagoon City Lagoon City Lagoon City
ON723248 Registration # 59E49356	BLBA39CD0983 US-RNK8899B707 CTYP1463F900	1984 Bayliner Contessa model 2850, named "fantasea" 2007 25 ft Cruiser Rinker model 250 34ft Catalina MK@ Sail Boat. Crates was storing Sailmate for winter, payment for storage was made in October 2014. at Lagoon City City	Lagoon City Lagoon City Lagoon City
50E120142	CEL32P44H687	Black canvas flybridge top. Crates was to remake a new black canvas Flybridge top for 1987 Prowler.	Keswick
S3267-19204-7403	MSPA26MKG9000	2000 Maxum 3000 SCR, bbq, 2 storage boxes and personal items, slip 38 and winter storage	Keswick
ON3630333 18E15302	ZCU01485M798 LAR75171E404 4402728	Sailboat CS27, blue on white hull, named "unplugged" Larson 2004, 240 Cabrio 1972 36' Trojan tricabin boat, pier 5, slip 31, storage box and contents	Lagoon City Lagoon City Lagoon City
59E34226 ON1727153	TNRD1343C101 HUN34790J485	2001 Formula 292 fastech in winter storage 1985 Hunter 34' sailboat, white and blue, named "Zig Zag". Boat is in winter storage on land, along with storage cradle.	Lagoon City Lagoon City
31E28190		Sailboat 25' "Summer School". Sailboat cradle and aluminum step ladder, 3 winter tarps.	Lagoon City
30E9664 ON2909142	SERF829H001 ZTL85039M81D CRSJDA141011	Watercraft SeaRay 380 Sundancer MC380 Tanzer 8.5 sailboat "wind's Will" 2011 Cruiser Yacht Express, winter storage. Entered into a listing agreement with Crate and wishes to cancel.	Lagoon City Lagoon City Keswick
	CTY300435M78	1978 Catalina 30 ft sailboat, named "Queens pride", white and blue	Lagoon City
ON2954690 499990 59E16041	BEYDA033E990 STNA0343J89900000 SERT2399E797128	Beneteau 32S5 sail bat, cradle and personal property 1999 Silverton Marine Ovation Yacht 1997 SeaRay Sundancer, named "Soulmates". Covered in pier 5. Dock box and contents in slip#654	Lagoon City Lagoon City Lagoon City
59E 46198 59E 46198	TJZ82101D304 JUBT21114T005184 STNZ0034D798	Triton Boat TR 190FS. Boat trailer licence plate # B3047K 1998 442 Silverton Motor Yacht, named "AddieJax"	Keswick Keswick Keswick
	FR-XDC637AXA101/	the trailer plate iThe zodiac is a 13 ft yachtline zodiac with 40hp nissan motor named "AddieJax2". Both vessels are stored on land at the Crates Marine property.	Keswick
9E4091	CCBF55158A494	1994 Chris Craft Crowne model 302, inboard/outboard engine.	Lagoon City
ON341240	CTYL4596M80G	Catalina 27' sail boat white with red hull, blue boat cradle currently housing the boat and is stored for the winter and fees are paid in full.	Lagoon City
ON3757358 81316	XDYGD163K788 706730	1988 oday sail boat and storage cradle 14 Blue oday boat	Lagoon City Willow Beach
ON2735972	CTYN6164G293 HUN29053B494	1993 Catalina 30 tail Rig Shoul Draft sail boat, Fishing School, paid for winter storage 1994 Hunter 29.5 Sailboat and Steel Cradle "LISTLESS" and all associated boat hardware, white hull	Lagoon City Lagoon City

		Boat Trailer for 1979 14' Peterborough boat. Vin# 2MBB018A0LU014608. Plate# S23581.	Lagoon City
	IRINH526G415	2015 Jeanneau 33i (sailboat). The mast (Jeanneau 33i) is stored near fence line. Cradle and all on board equipment including winter cover.	Lagoon City
	RGFD0472989	1989 Monterey Boat (23'). White and blue. The boat was stored for the winter & paid for repairs, which the status is unknown.	Lagoon City
59E12535		3258 Bayliner Avanti 32' White	Lagoon City
	CVRX4001A414	Carver yachts C37 2014.	Quebec
		Carver	Lagoon City
		14' Pontoon Boat	Lagoon City
16E1719	CDRR6046L889	1989 Carver Santiago 34' Priority II in winter storage	Keswick
54E4B01		1966 40 ft. Chris Craft Constellation AFT cabin	Lagoon City
	42KE1WW2742000008	Trailer 2005 fourwinns	Keswick
18E26625		1987 Bayliner 2855 "Electric Curren Sea"	Keswick
55E28363	ZZN18202A404	GTX SC seadoo	Lagoon City
ON2535769	US-USDB19ELL404 305SB4119	2004 Bayliner 305, named "Sunset Chaser". Winter storage at slip#504, moored at slip# 426. Have two dock boxes and personal items at slip#426	Lagoon City
ON1118123	XNCA04MHK708	29' Maxum boat winter storage slip 506	Lagoon City
	FGQU8C733809	2009 48' Fountain Boat	Keswick
828000		2005 500 Sea Ray Sedan Bridge, "Knot Home" slip 217	Lagoon City
50E13278		Sailboat 28' Tanzer, #133 built 1974 "Lady in Red"	Lagoon City
ON2351305.	QJA07664H899	1999 Doral 300SC Boat	Lagoon City
54E2967.	54E2967.	XUYOO4071073.	1973 Matilda Sailboat
		XUYOO4071073.	Trailer for Matilda Sailboat
30E15963		SSU580731889	Walter Bay Genesis model 310, 31 ft slickcraft
		Boat 50E109162, Motor BABJ 1501809	26 Foot Tanzer Sail Boat & 2003 Honda 9.9 HP Motor. Boat name "Esprit Du La Mar"
QC676085		FGBK0228D707	2007 Chaparral signature 250 (blue color). Boat is stored for the winter at Crate's Marine Quebec.
		MBCL5JE8C757	1997 White/blue mastercraft x-star
			27' Bristol Sailboat, dark blue hull, sailboat cradle named "Second Wind! Latter".
50E124051		ZBY32266F888	1988 Bayfield 32C "Side step" with cradle, winter storage.
QCH0966HO		ETC00020J112	Trailer, 2012 EBBTIDE 224 SE
42E10593		M8248J687	1989 Sea Ray 260 -Pentatengwishig, 2 storage boxes and contents. Winter storage
		4012243003	Regal 2008, 2220 Volvo 5.0 GXI engine - black with white bootstripe (Dream Catcher II)
		QEQOS5084H304	2004 Doral 210, black/white is in winter storage.
			1988 38' Chriscraft boat, named "Wave Dancer".
813368		CDRJ0024C191	Carver 28' 1991 / Two engines V8 5.7 litre
ON2429027			1994 Carver 43 cockpit motor yacht, named "Aurora".
23E211416		200LXQPA20184D595	20' pontoon boat and trailer, winter storage.
59E53777		HUN29108D494	1994 Hunter 29.5 Sailboat, named "Get a Grip". Boat cradle and Bow U support steel.
ON4378220		HUN33142B404-BOAT IS TARPED CA	2004 Hunter 33 Sailboat and Cradle
31E22853		BVJ80801E494	1994 Tracker Magna Fishing Boat currently stored with 1994 trail master trailer
31E22853			1994 trail master trailer

ON480312	FRXDC152CAL506	2006 Zodiac 340, equipped with 2007 yamaha F40 TLR 4 Stroke Engine.	Lagoon City
	JTC16270J394	1994 GTX SeaDoo. 1994 Crownline - 23 Cuddy, boat "Ruby Reflection", winter storage	Lagoon City Lagoon City
59E50687	GDYL4975D505	20.2' Hurricane fun deck boat in winter storage	Lagoon City
	BUJE64YGB707	2007 Tahoe Q45, traile, winter storage	Lagoon City
50E119122	ZMYML124F686	Mirage 29' sailboat "Whitewind III", steel boat cradle, 35' mast, stored on property Hull #ZMYML124F686.	Lagoon City
	SMK6851D404	Smokecraft 160 Stinger DC 2004 Mercury 50 2005 Motor: OT982373	Willow Beach
	BLBA90CXK011	2011 Bayliner 21S, black and silver. Trailer is silver and caravan model	Quebec
30E19416	RNK38085E292	1992 6.1 M Rinker cuddy cabin, winter storage	Lagoon City
47E9932	CRS5708BH687	1987 29ft. Cruisers Inc. Elegante Cruiser	Keswick
50E121853	BUKA14EGC888	1988 Bayliner Avanti 32'	Lagoon City
Reg 32E54529	RGMMC079K001	2001 Regal 2350 LSC burgandy/white including bimini top and 2 sets of covers on tandem wheel trailer (Wet Dream)	Lagoon City
50E108479	ZCY6240580	Challenger 7.1 sail boat, cradle and winter storage boat name "On Porpoise"	Lagoon City
USHA43MAH091	86E1666	18' maxum bowrider boat 1991, 115 Hp Mercury motor, winter cleaning	Lagoon City
	BIYM06CSK405.	2005 Runabout Bayliner 185. Trailer 2005 Karavan	Lagoon City
	5KTBS19145F221393.		
59E53959	USRNK59614F899	Rinker River Fiesta Vee 242 - The Wanderer in winter storage	Lagoon City
837181	PEA39477M80F	35' Pearson sailboat (Queen Esther) Mast	Lagoon City
	RGMHH155G607	2007 Regal boat 2565, black with red stripe. Named "Windrose Inn"	Quebec
ON2747031		Catalina 27, year 1977, hull number 2525, white & blue and blue cradle. \$800.00 paid in full for winter storage, blocking and lift out	Lagoon City
ON2896361	CDRC2146A101	2001 Carver 450 voyager	Keswick
45E1731	CDRD40552E494	1994 Carver 250 Express on a 1994 Tandem Axle E2 Loader Trailer (170905621). Two boat boxes and BBQ at slip#415	Lagoon City
59E52385	QPA10545F405	2005 Pontoon boat 20', southland luxunia model. White	Lagoon City
	US-RNK71330E203	2003 Rinker 310 Fiesta Vee. Owner of this boat, currently for sale at Crates Quebec.	Quebec
ON2671451	STNAC040H798	1998 Silverton 322	Keswick
10D51143	TRJ37690373440	1973 Trojan Tri-Cabin Cruiser 36 ft. The boat is stored at one of the marina locations	Lagoon City
	ZEZ00161L485	1985 21 foot Sprint sport 23 sailboat. 2008 Mercruiser Bravo 3 outdrive with propellers, black. (Note that the drive is in the shop in pieces)	Lagoon City Keswick
59E39670	RGMWJ082B303	2650 Regal, winter storage	Lagoon City
		19 ft Nordic, cream and white, named "1960 Thunder".	Keswick
QC2484797	FGB60146E010	2010 Chaparral 310 signature	Quebec
47E9759	RCMK12601990	Regal Commodore 360 "Ella Grace" and all property on boat and two dock boxes and their contents at slip 620	Lagoon City
86E120587		1985 21' Chriscraft Scorpion, named "free willy". Trailer (license# L86458)	Keswick
59E48480	CAQ0DKZ159L304	Silverline Pleasure Craft, white&blue hull.	Lagoon City
18E20955	T26219M77J	Owner of Tanzer 26, named "Windhook" in yard at Crate's lagoon city yard.	Lagoon City
	MAB18278D900	2000 Mariah Power Cruiser Bowrider 21 feet. Stored in Crates Marina in Lagoon City	Lagoon City
30E17656	ZUQAG199E090	17 ft. 1990 Prowler Bowrider with EZ Loader trailer (vin# 12E1BEU10LAD36017)	Lagoon City
80E15493	RNK78633B505	23' Rinker	Lagoon City
	ZTH21137L889	1989 Thundercraft 22 ft boat, named "Knot Tide", blue and white. Stored at Crates Marina for the winter, concerned about not having access to boat during winter (to assess damage).	Lagoon City
	RGMFB037F798	1998 Regal 2100 LSR - Sweet Dreams	Lagoon City
59E34973	KE106461E101	2000 20 ft HarborMist Pontoon Boat, 1998 90 hp yamaha outboard motor. Northern 29 sailboat, named "Ragdoll". #44 on cradle in yard and contents. Outstanding 2014 storage.	Lagoon City Lagoon City

CN 1463927	MX BBBF46CSH708	2008 Bayliner Bowrider 185. Boat is stored on trailer (VIN: 5KTBS191X8F188114), license plate # L10 33R	Lagoon City
32E51806	RGMFD807B000	2000 Regal 21ft. Bowrider	Lagoon City
F1558Z	ZCUW241D898	Load-rite trailer (license# F1558Z, Vin# 1PHBZ4516K1000359)	Lagoon City
		Sailboat 'Peanca' CS36 + Cradle. Paid in full for winter storage in Oct 2014.	Lagoon City
33E3060		1973 Viking 28 Sailboat on cradle boat name Blue Sky	Lagoon City
ON3769853	ZCC36090M79D	1979 Sailboat C8C 36, named "Sea Mist. Blue and White color.	Lagoon City
51E9731	GFNCB158D404	2004 Four Winns Vista 248 with Four Winns Sure Load Trailer (license# D1691X) with dock box at slip#419	Lagoon City
31E28836	ZEF202191202	2002 Nordic Thunder Boat is in winter storage. Paid for services to be completed, unsure if they were done.	Lagoon City
	BIYB29CFE090	1990 Bayliner boat, white&grey. Stored on Crate's property for winter.	Keswick
59E49554		36' Carver (356) Seascape	Lagoon City
	BLBA33EBD889	Bayliner avante 2955, 8'grey inflatable zodiac secured to the front of the boat.	Lagoon City
	YDV47424B606	Seado, yellow/blue	Keswick
51E9606	GFNCC039H203	2003 Four Winns 268 Vista Green Volvo 5.7 Gxi DPHP #4012080631	Keswick
30E15961	ZDBA04261889	1989 Doral Prestancia	Keswick
59E903	CDRX3109D809	2009 Carver CMY. Boat was left in storage for the winter.	Keswick
		1985 Chris Craft Catalina at slip# 225. Boat was improperly winterized in Fall 2013, therefore repairs were meant to be done free of charge (engine needs replacement).	Keswick
	ZDBA0020F687	1987 Doral Classic BR18, white with red stripe and red high top canvas. Stored at slip# W-12.	Willow Beach
	FGBG2117B505	2005 Chapparral model 436 MPI 20ft. Bought from another location, stored at Crates Marina for the winter.	Willow Beach
ON3322899	CAQJA09034E900	2000 Doral 360 SE	Keswick
	SERR9839E405		Keswick
ON2918533	5A4ELWT12B2010026	Caparral 186ss1 wide tech, y2011, winter storage, purchased from previous owner on Jan 8, 2015. (Private Sale)	Keswick
	CDRW2003J506	42' Carver SS, named "Angel Ilona". Gazibo, 6 Chairs, table, 1 couch set of 3, BBQ, propane tanks, dock box	Keswick
47E10207	MPC39009L889-39E	1989 39E Mainship Mediteranean	Keswick
ON13513	RGMVB027J394	1994 Regal Venture 9.8, teal green canvas top/green stripes/white boat, named "islandhopper". Boat was left in care of Crates to sell on consignment, has not been sold.	Keswick
ON462788	AGCY5190F293	1993 Baja 430 Motor Yacht "Tyre-less"	Keswick
	RGMVA512I304	2004 Regal 3260 Commodore	Keswick
		Seadoo (vin# ZZN34624A797) is shrink wrapped and located on parking lot between slip 169-171. Dock box slip #169.	Keswick
ON2326780	RGMKE030B010	2010 Regal model 44	Keswick
ON3159272	US-CEC16016L011	Bombardier DeaDoo, SP210 boat, boat cover and battery	Keswick
ON141821	RGMBM488C606		Keswick
30E10324	ZGR300904832	1983 Chris Craft Grew 253AC	Keswick
	RGMHC475F697	1997 Regal Blue Commodore	Keswick
59E26746	RNK62555E900	1999 Rinker 232 Captiva White	Keswick
		Magic Tilt Marine Trailer	
25E17710	SERT2498A191	1991 SeaRay 300 Weekender. Vessel stroed at Crate marine	Keswick

86E14972		36 foot Chris Craft	Lagoon City
50E99809		1968 Egg Harbor double cabin yacht	Lagoon City
ON2647988	YAMCY316E606	Yamaha AR 210	Keswick Keswick
ON4374466 QC3686979	YDV01826B414 QJT28381E212 MQYA2007I011	2014 Seadoo Spark, rose hull 2012 Pontoon princecraft 2125. Marquis 2011 72'. In regards to estate 31-1932502 form 78-list A pg 2 of 16 item 17, bedard Daniel claim 12, 517.31. Crate Marine could not afford to take the 55' Marquis on trade, the 127,288.15 was owed to us and was to be paid when the trade in was sold. They failed to notify them of sale and amount is stilled owed as shown on receiver's list as unsecured claim	Keswick Quebec Belleville
80E3430 trailer;4J2BDPY208109516 2	ZCB33636M79F	1979 14' Peterborough boat (red&white hull). Trailer, paid in full for slip next year.	Lagoon City Willow Beach
54E10875	YDV53746E606 MACX4839D202	2006 SeaDoo GTI 130 with trailer. 2002 MacGregor 26x sailboat with a trailer and 2006 50 HP Honda outboard engine.	Lagoon City Lagoon City
60E11248 ON4276857 86E-22207	YAMAZ742E101 KCSBF157G314 USCB20BFD696 2358 UJF30433K011	Sea turtle V, cradle, winter storage 2001 Yamaha XLT 1200. Cruisers 258 Boat, black and white "The Dark Knight" One 1977 boat, white double black stripe, full cover black Bayliner 1996, blue, 2252 model 1995 Carver 250 Mid Cabin Express fincraft boat 1850 DC (black and white) with honda motor outboard. Fincraft trailer (IMDAJARIXBA468885). Boat keys stored on marina lot.	Lagoon City Lagoon City Keswick Keswick Lagoon City Lagoon City Lagoon City
51E6543	WELP0042F485 460500209 TAN226430674	23' foot welcraft on trailer named Hiteck Red Neck Bombardier Invitation 3.8 Sali boat, 22' Tanzer, medal cradle 30 foot searay weekender boat Bombardier sea-doo 282 Rinker. Composite round picnic table (Slip 437) 2011 Brig	Lagoon City keswick Lagoon City Lagoon City Keswick Lagoon City Keswick
V25703 ON2311260 ON4618140 ON1043080	ZZNH540797 RNK71018E203 EAQRK11286B011 IRI50983D696 4WNCX010H192	45' Jeanneau sail boat "I slay mist II", winter storage 1992 31.5 Four Winns, Fiberglass, power boat, in/out board, 2 engine cruiser. Named 'nauti tee'. 1976 F32 Trojan Fly Bridge Yacht 1989 3297 Carver Mariner, named "Dock Holiday"	Lagoon City Keswick Lagoon City Lagoon City
ON458542	TRJ063980975 CDRN9098D989		Lagoon City Lagoon City
46E21676	2GR9P0240179281	25 foot maxum, named "Aphrodite" 1979 catalina vessel chris-craft model 290, named "Southern cross". Cream and blue	Lagoon City
7E7861 ON3992077 ON1150471 ON2729453 30E13705 86E17737 ON3010057 ON2429571 66 Riverglen Drive	359 RGMTA184J506 QJA02149B202 OEL2034H788 USPA75MML990 RGMCB232F011 SERP5292C101 Keswick, ON L4P 2R1 RGMDM539L607 SERP2504A595	44' Pacemaker Yacht, named "Adria" 2006 Regal 3560, White/Black 35 foot 2002 Doral 310SE "Margaritaville" 1995 Seadoo GTS 1988 Prowler Express Cruiser 27' 1990 Maxum 2700 ser Powerboat "SUIT UP" 2011 Regal 2100 RX 2001 Sea Ray 46 905-476-5114 Regal 1995 Sea Ray Sundancer 1966 Chris Craft called Chariot of Fire I Seadoo Wake Edition	Lagoon City Keswick Keswick Keswick Keswick Keswick Willow Beach Keswick Keswick Lagoon City Keswick Keswick Lagoon City
32E42136 372431	YDV29623C707 RGFMB162K607 RGMLB223D607 QJAF4243D405	2007 Monterey inboard outboard Bow Rider 18ft blue colour 2007 Regal 4080 Doral Alegria Boat	Lagoon City Lagoon City Keswick Keswick
ON3768505			Keswick

86E10066	CRSEC145D314	2014 Cruiser Yacht 350 Express, named "Avocad'eau". 1977 21' Invader Boat 23' Chapparel BowRider BRP Sea-Doo.	Quebec Keswick Willow Beach Willow Beach
	ZOUD1622M80H	Sailboat CS27, red&white 2004 Seadoo beige 1986 27 ft. Sailboat Aloha 8.2, white with gold, named "Lorelei".	Keswick Keswick Lagoon City
ON3286312	WELJCA99E202	2002 Wellcraft 190 Excalibur Sport Boat (white)	Lagoon City
223240373		Tanzer 22 Sailboat named Bliss with Johnson 15 MP Motor stored on Bl	Lagoon City
50E97688		1976 Northstart 26 Sailboat named "Chaika".	Lagoon City
54E5645	ZVMG0058M84J	1985 Sirius 28 Sailboat	Lagoon City
54E5744	ZMYMF106068Y CCY27508M84I	Mirage 25' sailboat named Cognac. 1984 C&C 27 Mk V Sailboat, named "GaaGaaGi"	Lagoon City Lagoon City
86E10673	TRJN010831984335	1984 Trojan International Express	Lagoon City
54E6382	ZCUN3349N811 ZHW51105E989	CS 33 Sailboat, named "Rendevous" 1989 Peterborough Potenza 27'	Lagoon City
36E33629	B1YD565BD090	1990 Bayliner Ciera Sunbridge 2651. White with Red. The boat is sitting on a trailer (licence plate # J77473). Rents slip#122.	Keswick
List attached.		Waste and recycling containers (7)	Keswick
BWC9073761	2BPSE7BA7BV000742.	2011 Skidoo. 2 Vending Machines Jaguar XK-8 (license# BCCY-451) Jaguar X-type (license# BJTS-413) Buick Regal (licenses #BVPW-862) Jeep TJ (license# BTWT-134)	1976 Boston Whaler Willow Beach Keswick Unknown Unknown Unknown
ON3744407		20' slickcraft 14' cedar strip canoe named "Helen-Louise" Propellor	Unknown Unknown Keswick

TAB G

**Redacted Listing of Late But Otherwise Approved Item Claims
Appendix "G"**

Licence No.	Serial No.	Nature of Property Claim	Location of Property
ON3741650	STNB0063A989 CDRW1045K607	1989 Silverton 34 Express 2007 Carver MY43 AFT Cabin, named "The Place 2B". 1 dock box, 1 patio set, one 11' dinghy with 25 HP motor named "The Place 2B". 2 BiKeswick, 1 set of portable stairs, 1 dining table set.	Keswick Lagoon City
AL0696AD	SERT7559D888 ETW85221I213	Bayfield 29 Sailboat 1988 SeaRay 300 Sundancer Bennington 2013 Champ 2275 RLCP with Yamaha Motor.	Lagoon City Lagoon City Lagoon City
ON2759651	USDA21SBH809	2009 Bayliner Model 265SB. Keys were left with front office.	Keswick
ON664668	MBCARPT9E707	2007 Mastercraft X2 boat, named "Rock the Wake".	Keswick
36E40984	GLAN11929K798 ZGR9S0020878-230. VCLO2835E090. ZGR9S0020878-230. VCLO2835E090.	2000 Crownline 202, named "Relax" 1998 Glastron 18' 1978 238 Grew on a trail craft tandem axle trailer. 1990 23 Caravelle on a tandem axle trailer.	Willow Beach Keswick Lagoon City Lagoon City
		2002 Bombardier SeaDoo 17' 1994 Regal 40', named "Mickela" 16' brown&white runabout with 60 HP johnson, trailer, gas BBQ, chairs, 2 storage boxes, sailboard platform, paddle boat.	Willow Beach Lagoon City Keswick
		30' Hunter Sailboat, named "Whispering Rose" & cradle. 40' Chris Craft Boat CBB-40-2073 59E17292 Slip #539 45' Chris Craft Boat CAD-45-0008A (in compound in Lagoon City) Pleasure Craft Bayliner	Keswick Lagoon City Lagoon City Lagoon City Willow
18E29760 H15726 Reg # 828369 826467	CDRP2030D505	33' Carver 2005 Four Aces Sea Ray Sundancer 330 1996 Second Chance 21' white hunter sailboat name Fleur de Lac and Trailer	Keswick Quebec Keswick
FCBH0080A292		Chapparral SLC 2000 - Blue and White	Willow
ZMF10G1ZM88P	These boats were once leased to Crates Marine	Charger - Blue and White	Willow
ON2143433		2008 Regal 3360	Keswick
42E11239	BIYE92CXE191	"1991 Bayliner capri 2050 Bowrider	Lagoon City
50E102803	ZCC29164M78C	29 ft C&C Sloop & Cradle - "Topaz" Propane bbq and dock box	Lagoon City
ON2848592	RGMLF025B111	2011 42 ft Regal Sport Coupe name "fussy ones"	

Licence # ON387496		Nitro Boat 2006 White/Blue	Willow Beach
17E1974	ON318804	1967 38' Chris Craft	Keswick
	KCS8D144D313	Cruiser Sport Series 23.8 blue/red	Keswick
	CRSEEA48505	The Hangover II Cruiser Yacht 320	Keswick
ON2300174	UNFO8276M835	"Our Condo" 46 foot Uniflight Boat, 1983	Keswick
86E22157	RGMGA357L697	21 foot Chaparral Bow Rider Power Boat	Keswick
36E13145	VBA362034H1	1997 20' Regal Destiny Deckboat (white with maroc	Keswick
	MXYA16M1G405	Sea Ray 310 Year 1991 "Mould Dog's Day Off" Blue	Keswick
59E43762	ZTP12767K203	Chris Craft Cavalier 36' & Merc 8' Dinghy	Keswick
59E19345		Cruiser 2005 Maxum Model 270	Keswick
	RGMBT386K213	2003 Tempest 175 BR	Lagoon City
	5VWBTI913DE004818	1972 Chris Craft Constellation 42'	Lagoon City
		2013 Regal 1900 Glacier	Lagoon City
		2013 Phoenix Trailer	Lagoon City
		2007 Regal 24' BowRider, white& blue. Damage to roof	Lagoon City
12C1038		1996 Larson 25' Cruiser with 2005 American boat trailer	Keswick
		26 ft. Mirage Sailboat, white&blue, named "Slainte Mhath" with boat cradle named "McCrone"	Lagoon City
24E16741	ZVME0284M80B	1980 McGruer Sirius 21' Sailboat & trailer (vin# 82045BT29502077)	Lagoon City
54E3851		1977 29' Fairlane, named "Spyder Cufflinks"	Lagoon City
		1995 Chris Craft Concept 25 Foot "Tear it up" White	Keswick
59E39666	CDRR8044C303	2003 Carver Mariner 35' 10' Brig #24134with 9.9 M	Keswick
	RGMMMP197C313	2013 Regal 2550 Boat	Keswick
	PI# L9989P	Phoenix Tandem Trailer	Keswick
55E168666	ZT126775M83H	Sailboat Tanzer 26 with steel cradle	Keswick
59E32121	CRS6045BL687	1989 Chaparral 2550 Sxi, boat is white,, grey and re	Keswick
	RNK914620809	1987 Cruisers 29' model elegant Black bottom, whi	Keswick
60EZ1180		Rinker 280	Keswick
	ZB180501E102	Doral 21 1990 Boat with Merc 4.3L Alphaone Moto	Keswick
80E7009	CDRT0025J586	Campion 2002 805 AFT Cabin (25 foot)	Keswick
	US-STNAL134I506	1986 Carver 3607 AFT Cabin Motor Yacht, 36ft nam	Keswick
ON2286421	PFWMA073C010	2006 Silverton 35 MY	Keswick
59E41584	QJT48010C303	2010 Four Winns H220 with Volvo 5.7 GXI/DP Nam	Willow Beach
	RGMGF385C414	24' Vacanza Princecraft	Keswick
	FGBA0368J203	2014 24' Regal Fasdeck	Keswick
	ISMT120J809 / H6009Y	280 Signature Chapparal (2003)	Keswick
		2009 Moomba Mobius and Trailer	Keswick
		One 44lb anchor and two flutehorns were given to the marine shop to sell on consignment.	Keswick
		Two Stand up paddle ATX boards blue 10'6, white 11'6 both with pink pinup boarding stickers	Keswick
416-670-6587	28PSCG7B67Vooo124	2007 Skidoo	Willow
		One antique horse drawn snow sleigh (red and in storage yard shed).	Lagoon City

TAB H

**Redacted Listing of Unresolved Item Claims
Appendix "H"**

Licence No.	Serial No.	Nature of Property Claim	Location of Property
	3480-0910	75 Tonne Marine Travel Lift	Port McNicoll
		High Pressure Cylinders (2 oxygen, 2 acetone, 1 propane)	Keswick
	2BPSEH6B16V000077	2006 SkiDoo GTX Limited	Willow Beach
W98083	128HKF3202	Triton ELETE 2007	Willow Beach
	2BPSAB6AX6V000580	2006 SkiDoo Mach 7 Adrenaline	Willow Beach
905-967-2782	2MBU967115U051814	North Trail 2005 model # 4T 78-12-DR	Willow Beach
905-252-2721	2BPSMF8B98V001209, 2BPSJC7B37V000290, 2BPSEH5B55V000177	Willow Beach, ON LOE 1S0	Willow Beach
		GSA (See bound brief)	N/A
		Docks - 3 main sections, 6 finger sections, stainless steel electrical box and stainless steel ramp.	Keswick
	1FTFW1EV2AFB89848	Vehicle - 2010 Ford F150	N/A
	1FTFW1EVXAF39034	Vehicle - 2010 Ford F150	N/A
	1FTFW1EF6DFD29252	Vehicle - 2013 Ford F150	N/A
	1FTFW1EV6AFA80468	Vehicle - 2010 Ford F150	N/A
	1FTFW1EF6DKF88072	Vehicle - 2013 Ford F150	N/A
	2C9BXS2X9P050029	Conolift Marine Hydraulic Trailer	Keswick
		4 large storage/garbage bins	Quebec
		Physical structure of clubhouse was owned by Crates but all contents were purchased and owned by LSYC. LSYC have rented the clubhouse since it was built. Have been utilizing the clubhouse since 1960's.	Keswick
A368390		Fire extinguishers (47)	Keswick
		2015 Volvo Duo Prop Outdrive, grey, in the box in parts, warranty replacement. This drive was shipped from Volvo to Keswick as a warranty replacement but was never delivered, the old was defective and needs replacement.	Keswick
416-670-6587	IMIAW07Y7AN009782	2010 Mack CXU613	N/A
	28PSCG7B67V000124	2007 Skidoo	Willow
	MAC598749	Copier	N/A
		Contents of home and garage at 282 The Queensway S. 1977 23' Chris Craft Lancer, 1967 Carver, 1965 16' Mahogany Carver (at Willow Beach), 1931 Mahogany 18' Chris Craft Runabout, 1932 Crate Craft Runabout, Painted Crate Marine Picture, Red Bombardier Golf Cart, 1963 23' Sheppard "Helen C" (at Willow Beach).	Keswick
ON4385711	YDV31328C313	SeaDoo wake with trailer, Green seadoo with trailer. Snow blower at willow beach, 1 black truck cap in rack storage. Boston whaler trailer.	Willow Beach

		White "Dock Box" which was located at my slip at Crates, the fiberglass box and it's contents.	Keswick
83E1791	ZZN60156B101 ZZN47055L101	1999 SeaRay 42 ft (fiberglass) 2001 Bombardier RX Seadoo 2001 Bombardier XP Seadoo 1992 Doral (red&white) 18ft boat with inboard motor. One EZ loader trailer. In slip#3	Unknown Keswick Keswick Willow Beach
21E-20797. J3952L	CFNCC1390202	2002 Four Winns Vista 268.	Unknown
30E17415 257118	CRS8448BC989 RGMHK119KJ213	1976 Laser Sailboat (powder blue) with accessories 9.1' cruisers yachts 30 Rogue 1984 York River Crates was supposed to pay out a lien on a Regal Volvo Penta 28 Express but they did not and took possession of the boat.	Unknown Willow Beach Unknown
35E13196 ON806583	ZGRIR0281790 RGMHK188G314	1979 Chris Craft/Grew 25 ' White sailboat Beneteau first 30.5 name Zicaille c 28 Express Regal 2014 350 mercruiser mag Moto	Unknown Unknown Unknown

T A B I

**List of Item Claims Disallowed
Appendix "I"**

Licence No.	Serial No.	Nature of Property Claim	Location of Property
OC868903		Crates was providing engine rebuilds per insurance claim. In 2013, at end of season we brought boat back to crates as engines were leaking oil. Repairs were made to starboard engine but not port engine as agreed upon. In 2014 boating season, we were advised by Crate to continue using boat and return in Fall 2014 and Crates will have engine looked at and repaired by engine rebuilder	N/A
		Repair of the lower casing of outboard engine.	N/A
		Repair of 3 marine propellers. These repairs were performed and delivered, invoices are unpaid	N/A
		stock sold for resale, unpaid invoices	N/A
		William Doodnauth is the solicitor for Monteith Baker Johnston & Doodnauth. Claiming \$2,032.58 in unpaid fees.	N/A
	1FT8W3BT8CEA30753	Vehicle - 2012 Ford F350	N/A
	1GYS4CEF6BR190052	2011 Cadillac Escalade Base 4D Utility	N/A
	CDRD0178J607	2007 Carver 466	N/A
	CRSEE1160212	2012 Cruisers Yacht 380 Express	N/A
	CRSXH132I314	45 Cantius (Cruisers 45)	N/A
	KCSFF114F314	259 Cuddy	N/A
	RGMBV2151415	2015 Regal 1900 SER	N/A

	RGMGF4251415	2015 Regal Fast Deck	N/A
	RGMHK293G415	2015 Regal 2800 EC	N/A
		Bronze Props- 29x32 4-blade (one left hand, one right hand). Nibral props- 38x40x3.5 5-blade (one left and one right hand). Repairs were done to both sets of props and repair costs remain unpaid	N/A
	CDRW1012K506	Claim for work not done by Crates. Note, boat purchased January 2013 required work that would be paid for by Steven Crate. The work was charged to personal credit card without consent, both Steven and Greg committed to crediting the charges repeatedly. The boat was NOT stored over the winter at Crates Marine.	N/A
ON865308	SERF9060D000	Prepaid work (repairs) to be done to claimants boat. Prepaid at time of purchase.	N/A
		\$25,000 held in trust	N/A
	SERF0144E404	Promissory note in the amount of \$300,000 US given by Crate Marine Sales Ltd in favour of Irwin L. Jacobs as secured by a security agreement. 2004 39 Sea Ray.	N/A
	CDSFDA14G809	Promissory note in the amount of \$300,000 US given by Crate Marine Sales Ltd in favour of Irwin L. Jacobs as secured by a security agreement. 2011 35 Cruisers.	N/A
	RGNN0242D4149	Promissory note in the amount of \$300,000 US given by Crate Marine Sales Ltd in favour of Irwin L. Jacobs as secured by a security agreement. 2014 25 Regal	N/A

T A B J

**Redacted Listing of Contested Claims
Appendix "J"**

Licence No.	Serial No.	Nature of Property Claim	Location of Property
ON4640062	CVRR7024K314	Carver C34 2014, "Glover Carver", winter storage	Keswick
ON4483856	KCSBA124F315	2015 cruisers 208 bowrider, winter storage	Willow Beach
	CVRR7024K314	Carver C34	N/A
	CVRR7029B414	Carver C34	N/A
	KCSBA124F315	208 Bow Rider 20 ft	Willow Beach
	SERF8060D000	2000 380 Searay. Boat (380 Searay) + modification & repairs as per enclosed bill of sale.	Keswick
ON3286394	CDRNA123H203	Carver 2003 57'	Belleville
	RGMVH015C112	2012 Regal 35 Sport Coupe "Stacijas 7", stored at Crates	Keswick
18E40310	RGFC0413L405	2005 Monterey 305 Express Cruiser, blue hull. Bought the 2005 Monterey from Crate Marine Sales and traded in a 2008 Regal to be paid out from the funding. The two loans have not been taken care of and he is still left with both loans and one of the boats being sold without his consent and knowledge of where it went.	Keswick
	CDRW0017J001	40 ft Carver 406 AFT cabin. Claimant purchased and paid for the boat described, insured the boat and paid Crates to store it. Crates did not transfer title to the claimant	Keswick
	RGMDM956B808	2008 Regal 22 ft	Keswick
59E33163	CDRW017J001	2001 Carver 406 AFT Cabin	Keswick
ON 865308	SERF8060D000	2000 SeaRay 380 Sundancer. The debtor entered contract with broker for the sale of the above-noted boat. Debtor sold boat and did not make payment to the Claimant.	Keswick
	RGFC0413L405	2005 Monterey 302	Keswick

	SERF186E989	1989 express cruiser sea ray, L.O.A. 35' 11' beam 11' 11' draft 29' displacement-4800. Had a consignment agreement to sell the above boat. Sale was never completed and the boat is still in possession of the debtor.	Keswick
50E123193	SERF1869E989	1989 Sea Ray Boat 340, 36'. White with burgandy trim.	Keswick
	CDRD0174C607	2007 Carver 46 MY.	Keswick
	CDRNA123H203	2003 Carver 57 PH Yacht. Security agreement between Crates Marine and MP Accounting, registered on the PPSA with ref# 20140715152960836660.	Belleville
ON2119219	SERT4079F898	1998 330 Sundancer white and beige "Sea Ray"	Keswick
	CDRNA123H203	2003 Carver 570 Voyageur. Bought at Crate Marine location in Keswick. Stored in Crate's Marina in Belleville.	Belleville
ON3066185	CRSFDA07D011	2011 Cruisers Yachts 330 Express	Keswick
	KCSBF155F314	258 Rider (Cruisers 258)	Belleville
	CRSEC157J314	350 Express Stern Drive (Cruisers 35)	Keswick
	CVRR7003A313	Carver C34	Belleville
	KCSBA123E315	208 Bow Rider 20 ft	Keswick
	KCSBA125H315	208 Bow Rider 20 ft	Keswick
	KCSBA122E315	208 Bow Rider 20 ft	Belleville

	RGMVH015C112	2012 Regal 35 Sport Coupe. The property was acquired in 2012 with a loan from RBC (used as security against loan) and the property was accepted as a trade in by Crate with the agreement they would pay off the remaining loan, instead of paying off the full amount they made monthly payments. Loan is still outstanding	Keswick
ON3031383	CDRD0174C607	2007 Carver 446, vessel is stored on Crate property for winter months.	Keswick
	USSERT4079F898	1998 Searay 330 Sundancer	Keswick
	RNK61752C999	1999 232 Rinker captiva.	Keswick
	PFWCJ003K011	Promissory note in the amount of \$300,000 US given by Crate Marine Sales Ltd in favour of Irwin L. Jacobs as secured by a security agreement.	Keswick
	CRSEE130H213	380 Express Stern-Drive (Cruisers 38)	N/A
QC4326447	CRSEE130H213	Cruisers Yachts Express 380	Quebec
	CVRR7029B414	2014 Carver C34	Quebec
		22 Foot Regal	Belleville

TAB K

**Redacted List of Item Claims for Customer Chattels Other Than Boats That Have Not Been Reviewed
Appendix "K"**

Licence No.	Serial No.	Nature of Property Claim	Location of Property
	ZZNC2523D898	Trailer	Unknown
30E10324	295065868	Trailer (vin# 295065868) Plate #J85983	Keswick
ON3054811	186B5B123PH00129	Seadoo trailer 1993 Kara dual (Vin# 186B5B123PH001294).	Keswick
QC2754978	XW134755D010	Titan 240 Dinghy Attached to "Shir Bet" boat is 12 ft brig hard bottom inflatable dingy C/W 25 HP yamaha outboard motor.	Keswick Keswick
	8152183445	Camping Tent Trailer, model TNT. Green and white Dinghy: 110 sport boston whaler with a 25 hp motor named "piece a cake" US-BWC2388D505 Dinghy: 10 ft zodiac stored on top of the boston whaler.	Willow Lagoon City Lagoon City
	45JBIDT2161001821	2005 tan trailer Triton Trailer for dinghy / 1 broil king BBQ	Lagoon City Keswick
ON3081284	FGBD0608J809	Zodiac 310 tender. Personal contents (BBQ and dock box) in slip# 515 in pier 5. Naylor boat lift - stainless steel	Lagoon City Lagoon City
	USKA91N8G798	1998 escort trailer VIN#405117AJ3WR000064. \$1,949.25 for 2015 dock/storage fee trailer for 2 jet skies white.	Lagoon City Keswick
ON3513754	566D2YP18C2000208	H180 Trailer	Willow Beach
J3337F	IZERAPLE69A062365	2009 Zelo boat trailer	Willow Beach
59E44476	5KTW51413E511410	2014 Karavan trailer	Willow Beach
	D9605F	2010 Heritage trailer	Keswick
RE2947J-6	5A7BB21168T00446.	2008 Boatmate trailer	Keswick
	2ABR1007359	trailer (serial# 2ABR1007359)	Willow
	BLBA33EBD889	Bayliner avante 2955, 8'grey inflatable zodiac secured to the front of the boat. Trailer on parking lot (vin# 2C9TBSHB0BT028413)	Unknown Unknown
	2N9BT2720B1076778	Excalibur twin axle bunt trailer (vin# 2N9BT2720B1076778)	Keswick
K6963T	Trailer 45JA2BN1241001096, 5vwb221ce002427	Trailer: Trailmaster 160 Bunk 2004 2011 Phoenix Model 20 Trailer, Black tandem Trailer	Unknown Keswick Unknown
W95565	40ZBC2529KP018447	1989 boat trailer, custom hauler.	Keswick
ON3159272	5KTBS2225BFG01587	SeaDoo trailer	Keswick
21E21594		2004 Eagle Trailer E28-132TRB	Keswick
	4JEBE283X41254873	Phonix dual axel trailer. Crates inventory ref i1570.	Keswick
	Trailer VIN#5VWBT2022AE001044	Trailer shorelander, bunk 2011.	Willow
	IMDAJAR13BA463088	1994 Excort Trailer (118AD9RT000316)	Willow Beach
50E124177	1BA5KB000227	1999 escourt boat trailer, all contents on the boat plate# E87542	
86E5251		Slip 526, "Flying Cloud", dingy, outboard motor, dock box	Lagoon City
86E120587		Trailer (license# L86458)	Keswick
59E48480		Sitting on a single axle lund trailer (Easy Loader).	
21E-20797.	42KB5GYZZZ000009	Four winns trailer 258 model	
J3952L		stored on dry dock on trailer (plate# H98226)	
86E16532	BIYB29CFE090	2007 Trailer (vin# 2V9BS11287C010139)	Unknown
		Trailer, glass table, BBQ, fire pit, storage bin of supplies.	
	CDRW1045K607	one 11' dinghy with 25 HP motor named "The Place 2B". 2 BiKeswick,	Lagoon City
		1 set of portable stairs, 1 dining table set.	
ON664668	19MSB221172D50261	Shoreland'r trailer (Sin# 19MSB221172D50261)	Keswick
		2000 Crownline Single axle trailer	Willow Beach
36E40984	GLAN11929K798	2006 EZ hauler trailer, named" Hauley of Hitch" (license# D4176D)	
		Dockminium owner - no boat?	
	VIN 405119BG8MM000358	Trailer Plate H7179C VIN 405119BG8MM000358 Merc cruiser outdrive)D590894"	
		99 year prepaid lease for slip 407	

		Slip 171, personal property, gazebo frame, deck box and contents, 4 beige chairs 2 dock boxes, deck chairs, bbq, 1 glass table, 2 folding chairs, 1 umbrella brass stand, slip 166 1 white 6ft dock box and contents / 1 leased 5ft white dock box and contents / 1 owned propane BBQ - all located at or near slip 22 north	Keswick
		Docks - 3 main sections, 6 finger sections, stainless steel electrical box and stainless steel ramp.	
		1 stainless steel BBQ& propane tank, 1 dock box with contents within	
ON2351305. 54E2967.	QJA07664H899 CDRN9098D989	Dockaminium owner using it for own boat. Cuisinart BBQ& cover, dock box& contents 2 Suncast Dockboxes behind slip# 614 and contents and 1 dockbox behind slip#613, 1 BBQ behind slip# 614. BRIG 10' Hard bottom dinghy, 2 polymer dock boxes at slip#423 and BBQ at slip# 423. 1978 14' Fibertron with 55 hp johnson motor.	Lagoon City Lagoon City Lagoon City Lagoon City
ON3286312	WELICA99E202	2002 Kore Trailer (plate# K3696B) Boat slip rental. Paid \$1450.26 for covered slip for 2015 season.	Lagoon City Unknown
		Dockminium owner - no boat?	
		dock box and contents located at pier 5 slip#533 Entered a mooring/license agreement with Crate's Lagoon City Marina for Slip #641 for the 2015/2016 season. Gave \$500 deposit.	Lagoon City Lagoon City
A80 61S	47GAS3020BB000487	Broil king bbq, 2 locked dock boxes at slip 175 and contents Plate J3482B	Unknown
B64 35A W30 Z14	42KE1W274000008 1ZEAAWTH92A011790	SHORELANDER TRAILER DUAL AXLE CALKINS MFG DUAL AXLE CRÈME COLOUR FOUR WINNS TRAILER DUAL AXLE EZ LOADER DUAL AXLE DUAL AXLE WHITE	
P56 799		SHORELANDER TRAILER DUAL AXLE GATOR SINGLE AXLE- WHITE EZ LOADER SINGLE AXLE	
B25 99N	42KEMBT2612010237	FOUR WINNS TRAILER DUAL AXLE GALVANIZED SHORELANDER	
D69 73M	5KTBS1818AF570861 2C9H2069X80000411	KARAVAN SEA DOO TRAILER FOR BLACK SEADOO BOAT CROIX TRAILER TRIPLE AXLE Has four dockominiums	Lagoon City
	FRXDC774CLB808	Shoreloader Trailer 2008 Caribe Inflatable Dingy Slip 77-2 dock boxes, canopy frame, extension cord, light, garden hose, 2 plastic chairs	Keswick Keswick
5NHUAT2167W028430 pl# H71 79C	405119BG8MM000358	Skidoo Trailer trailer	Lagoon City
Licence # ON387496		Nitro Boat Trailer Plate D2624D	Willow Beach
36E13145 pl# F8171Y 51E9731	VBA362034H1 2M91BT11X3P095063	Merc 8' Dinghy Meltrail Trailer Four Winns Sure Load Trailer (license# D1691X) with dock box at slip#419	Lagoon City
Laurier	trailer plate no is K92641 or E3024K	(on trailer)	

		2002 Kore Trailer (plate# K3696B), stainless steel BBQ, storage bin	Lagoon City
51597	1P9BC272436150116	2002 Tandem Axle Trailer Green Brig Dinghy F300 and outboard motor gastank and aprox 45' freshwater hose	
	YDV53746E606	Dinghy 12' Naylor boat lift for Seadoo - stainless steel	Lagoon City
	535CC2T24A2000087	2010 Four Winns Custom Trailer	
	1ZEWAABF83A001737	Trailer for 2003 13' Boston Whaler	Willow Beach
	40ZBP0910WPP54967	Seadoo Trailer	Willow Beach
	2MBB45815VU030835	Trailer Double	
12C1038		2005 American boat trailer	Keswick
	1L8SHPLA9DA008613	Easy Loader Trailer	

All items contained in Dock box #448, BBQ, Coca Cola Cooler, 10x10 Gazebo, Garden Hose, Folding picnic Bench

TABL

SRG

Solmon Rothbart Goodman LLP
Barristers

Melvyn L. Solmon, B.A.Sc., LL.M. (Harv) **
Randall M. Rothbart, B.A., LL.B.
Mark L. Goodman, B.A., LL.B.
Avrum D. Slodovnick, LL.B.
Nancy J. Tourgis, B.Sc.H., LL.B.
James P. McReynolds, B.Comm., LL.B.
Raffaele Sparano, B.A.(Hon.), LL.B.
Matthew Valitutti, B.A., LL.B.
Cameron J. Wetmore, B.A.C.S., LL.B.
Ryan R. McKeen, B.A.(Hon.), J.D.
Eric P. Borzi, B.A.(Hon.), LL.B.
Member of the New York Bar **

January 30, 2015

SENT VIA EMAIL: cratemarine@farberfinancial.com
FAX: (416) 496-3839
AND PROCESS SERVER

A.FARBER & PARTNERS INC.
Court- appointed receiver of Crate Marine Sales Limited,
F.S. Crate & Sons Limited, 1330732 Ontario Limited,
1328559 Ontario Limited, 12822648 Ontario Limited,
1382415 Ontario Limited, and 1382416 Ontario Limited
150 York Street, Suite 1600
Toronto, ON, M5H 3S5

Attention: Gena Lowe

Dear Ms. Lowe:

Re: 2124915 Ontario Inc. re: Crate Marina Receivership
Our File No.: 17427

We act for 2124915 Ontario Inc.

Attached please find our client's Proof of Property Claim, delivered pursuant to the Order of the Honourable Mr. Justice Penny, dated December 23, 2014 (the "Order").

Please note that this Property Claim is made without prejudice to the position and objections of 2124915 Ontario Inc. as to whether the Order applies to claims it has for chattels at the Lagoon City facility, in accordance with paragraph 7 of the Order.

Yours very truly,

SOLMON ROTHBART GOODMAN LLP



James P. McReynolds
JPM/mg
Encl.

jmcreynolds@srglegal.com

375 University Ave., Suite 701, Toronto, ON M5G 2J5
T 416 947.1093 F 416 947.0079

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

(hereinafter referred to as the "Debtors")

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

A. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant: 2124915 Ontario Inc.

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

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

145 Adelaide St. W., Suite 500, Toronto, ON, M5H 4E5

3. Telephone Number: (416) 869-2735

4. E-Mail Address: mcallery@taliskercorp.com

5. Facsimile Number:

6. Attention (Contact Person): Maeve Callery

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

Yes: No: X

If "Yes" is checked, please complete Section B. If "No" is checked, please skip section B.

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

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

8. Full Legal Name of Assignee(s):

9. Full Mailing Address of Assignee(s):

10. Telephone Number of Assignee(s):

11. E-Mail Address:

12. Facsimile Number:

13. Attention (Contact Person):

C. PROOF OF PROPERTY CLAIM:

I, Maeve Callery, of the City of Toronto, Province of Ontario,

(a) that I [check one] do hereby certify:

am the Claimant of the Debtor; OR

am the authorized agent of

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

D. NATURE OF PROPERTY CLAIM

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

See Schedule "A" attached. This Property Claim is made without prejudice to the position and objections of 2124915 Ontario Inc. as to whether the Order of the Honourable Mr. Justice Penny, dated December 23, 2014, applies to claims it has for chattels at the Lagoon City facility, in accordance with paragraph 7 of that Order.

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

See relevant portions of the Lease between Lagoon City Holdings Inc. and Steve Crate and Greg Crate dated May 1, 2005, attached. Since the formation of the Lease, Lagoon City Holdings Inc., has sold and assigned all of its rights and obligations as landlord to 2124915 Ontario Inc.

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

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

2124915 Ontario Inc. Property Claim is for all machinery and equipment, including, without limitation, the travel lift on the Demised Premises and owned by the Landlord, including the tangible property listed in Schedule "A" and all fixtures on or about the Demised Premises in accordance with the Lease dated May 1, 2005.

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

E. PARTICULARS OF PROPERTY CLAIM:

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

See Schedule "A" and relevant excerpts from the Lease dated May 1, 2005, attached.

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

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

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

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

F. FILING OF PROPERTY CLAIM

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

Dated at Toronto this 30th day of January, 2015

Signature of Claimant



SCHEDULE "A"

Lagoon City Marina
Machinery, Equipment, Travel Lift,
etc., January 29 2015

Location	Quantity	Item, and Where Available, Serial Number (SN)
<u>Retail and Office Area:</u>	3	Desks
	4	Credenzas/wooden filing cabinets
	1	Small bookshelf
	4	Office chairs
	3	Computers and accessories
	4	Upright metal filing cabinets
	2	Metal horizontal filing cabinets
	2	Retail display racks
	1	Wooden boat-shaped retail display rack
<u>Hallway to shop:</u>	2	Shelving units with doors holding engine repair tools
<u>Parts Room:</u>	7	Upright metal shelving units
<u>Shop/Repair Area:</u>	1	stern drive tool (red)
	Misc.	Miscellaneous Boat Parts
	Misc.	Spark Plugs
	2	Synthetic gear oil in pump containers
	1	Balcrank work bench
	1	Canbuilt hydraulic press SN: HP021594
	1	Magna 2-horsepower air compressor-model M104C0200-20A SN:L1420019
	1	Fuel tank for travel lift (red)
	1	Subaru gas powered fire pump Robin EX 17 SN: D10 2776197
	1	480 Solar battery charger
	1	Black and Decker portable battery charger and cables
	1	Lincwelder welder AC 225-S
	1	X-Stream power washer SN: RX706C10003374
	1	Line Backer aluminum platform
	1	Parts washer (red)
	1	Large stepladder (10' approx)
	1	Large shelving unit/work bench (back of shop) with vice, mitre saw and bench grinder HG68
	1	Moveable stair (red-9 or 10 foot)
	1	1/2 Horsepower drill press
	1	Large shelving unit/work bench (middle of shop) with vice attached
	Misc.	Repair Manuals
<u>Upstairs in Repair Area:</u>	Misc.	Miscellaneous Pictures of Lagoon City
	3	Sterndrives
	9	Shelving units
	3	Outboard motors
	4	Bubblers
	Misc	Miscellaneous boat parts
<u>In laundry/sauna Room:</u>	3	Inglis commercial coin dryers T0-81001 SN: 9CM38640, 9DB32121, 9CM38616
	3	GE commercial coin washers WCCB1030J1WC SN: HT145501G, HT145513G, ST116562G
<u>Outside:</u>	1	Marine Travellift (moveable), Capacity 70,000 pounds 35 BFM SN: 21751087
	1	Taylor forklift (red) no vin
	1	Trailer with no vin, located near forklift
	8	Boat straps (approximately 8) in boat slip area mini cabin
	4	3 ton chain fall hoist in boat slip area attached at 234
	4	5 ton chain fall hoist in boat slip area attached at 216
	1	Mobile waste trailer and pumper
	1	Fuel pump at Cabana
	1	Gas pump located at channel entrance to Lagoon City, hoses and incidental pieces to pumps
	2	Gas pumps on Dock (Petro Canada) and all hoses and other incidental pieces to pumps
	1	Ice Chest at Cabana
	Misc.	Park benches/picnic tables(approximately 200+)
<u>Boat Yard:</u>	1	Moveable staircase (blue)
	2	Canoes-red
	1	Lagoon City marina Monterey boat 30E1E273 written on side
	1	Dolly (red)
	1	Electric boat lift for lifting boats in water (five foot)
	1	Sailboat mast crane (motorized) SN 34JC43-0071G1
	1	Yard Truck Ford 350 4 x 4 Vin 2FDKF37G6JCA86575*
	1	Conolift Hydraulic Trailer*
	1	GMC 2500 HD with arctic plow attachment Vin 1GTHK24UC4E367368*
	1	Trailer E54 16X* VIN L110216066004
	1	Yard Truck, International Harvester Company, with boom Vin 2HT010327CCA18591*
<u>Poolhouse:</u>	1	Stereo
	Misc	All equipment servicing pool
	Misc	Miscellaneous plastic pool furniture
<u>Inside and Outside of Marina:</u>	Misc	Blocks and metal boat stands for holding boats-many hundreds

*these items are under investigation as the Vin numbers are not registered and they may be equipment in which the owner of the property has an interest directly or pursuant to the applicable provisions of the Lease

LEASE
LAGOON CITY HOLDINGS INC.

Lease With

STEVE CRATE AND GREG CRATE, IN TRUST,
FOR A COMPANY TO BE INCORPORATED
UNDER THE NAME
"CRATES LAGOON CITY MARINE INC."
OR A SIMILAR NAME

Premises: Lagoon City Marina and Storage Yard
Lagoon City, (Township of Ramara)

THIS LEASE, dated as of the 1st day of May, 2005, is made pursuant to THE SHORT FORMS OF LEASES ACT OF ONTARIO

BETWEEN:

~~LAGOON CITY HOLDINGS INC.~~, a corporation incorporated under the laws of the Province of Ontario.

(referred to throughout as the "Landlord"),

OF THE FIRST PART;

- and -

STEVE CRATE AND GREG CRATE, IN TRUST, FOR A COMPANY TO BE INCORPORATED UNDER THE NAME "CRATES LAGOON CITY MARINE INC." OR A SIMILAR NAME

(referred to throughout as the "Tenant"),

OF THE SECOND PART

WHEREAS the Landlord is the registered owner of the lands and premises on which is located a two-storey marina building (the "Main Building"), washroom building, swimming pool, service dock, 277 boat slips, shore walls, two gas docks, work shop and storage yard (referred to collectively throughout as the "Marina"), located on Laguna Parkway and on the lagoon described as Mariners Cove in the Township of Ramara, with the Main Building and boat slips shown in their approximate location on the plan attached as Schedule "A" and with the storage yard located across Laguna Parkway to the east of the Main Building (such storage yard hereinafter called the "Storage Yard") and with one of the two gas docks being at the entrance to Lagoon City from Lake Simcoe (hereinafter called the "Hotel Gas Dock");

AND WHEREAS the Landlord has agreed to lease to the Tenant the entire Marina, save and except those portions of the Main Building presently occupied by the restaurant on the second floor and by the realtors on the first floor (the lands and premises being leased hereinafter called the "Demised Premises" and the areas not being leased hereinafter called the "Excluded Premises").

1. INTENT OF LEASE

1.1 Net Lease

It is the intent of the parties hereto that, except as expressly herein set out, this Lease be absolutely net and carefree to the Landlord and the Landlord shall not be responsible for any expenses or obligations of any kind whatsoever in respect of the Demised Premises as defined herein.

2. GRANT

2.1 Premises

In consideration of the Tenant's covenants contained in this Lease, the Landlord leases to the Tenant the Demised Premises and all machinery and equipment, including, without limitation, the travel lift, presently on the Demised Premises and owned by the Landlord (hereinafter called the "Equipment"). The premises as so demised are referred to throughout this Lease as the "Demised Premises".

2.2 Dockminiums

The Tenant acknowledges that approximately seventy-seven (77) of the boat slips are subject to long term leases and agrees to assume the obligations of the Landlord under such

leases during the Term of this Lease and the Tenant shall be entitled to receive the maintenance fees payable by such tenants during the Term.

2.3 Common Areas

The Tenant shall provide the occupants of the Excluded Premises and their invitees with a non-exclusive licence to use during the Term the common areas and facilities of the Main Building, as from time to time designated by the Landlord (the "Common Areas"), in common with all others entitled to such use as may be reasonably required to access their premises and to use them for their intended purposes. Such use shall at all times be subject to the provisions of this Lease and to any rules and regulations prescribed by the Landlord in connection with such common areas and facilities. The Common Areas shall at all times be under the control and management of the Tenant.

3. TERM

3.1 Term

The term of this Lease (called throughout the "Term") is ten (10) years commencing on May 1, 2005, and terminating on April 30, 2015.

3.2 Early Possession

The Tenant acknowledges that it has had possession of the Demised Premises and the Equipment for the six (6) months prior to commencement of the Term and agrees that it is accepting the Demised Premises and Equipment in an "as is", "where is" condition and except as specified herein, agrees that the Landlord has no responsibility to maintain, repair or replace any portion of the Demised Premises or the Equipment.

5.1 Operating and Maintenance

The Tenant shall pay all costs and expenses which are properly attributable in accordance with generally accepted accounting principles, to the maintenance, operation, repair and replacement of the Marina and the Equipment to the extent that is reasonable for a prudent owner of a facility such as the Marina to incur them.

9. REPAIRS AND MAINTENANCE

9.1 Tenant's Obligation to Repair

The Tenant shall, at its expense, maintain and repair both the interior and exterior of the Demised Premises (including, without limitation, the heating, ventilating and air conditioning system and the shore walls and boat slips) and the Equipment in good order and condition in the same manner as a careful and prudent owner would, including the repair of reasonable wear and tear to the extent that such repair is necessary to maintain the improvements and equipment in such manner so that they shall function properly, having regard to their nature and the purpose for which they are intended to be used, and is necessary to keep the appearance of the Demised Premises neat, clean and presentable, but excluding the repair of damage caused by fire or other insured casualties, and excluding such repair as may be specifically required to be performed by the Landlord pursuant to this Lease.

9.3 Tenant's Default in Repairs

If the Tenant is in default of any of its obligations under Section 9, the Landlord may proceed to make the needed repairs and may then charge its cost for doing so to the Tenant as Additional Rent for immediate payment on demand.

9.4 Notice of Damage to Premises

The Tenant shall give immediate written notice to the Landlord of any damage occurring to the Demised Premises or the Equipment.

12.4 Restoration of Premises

Prior to the expiration or other termination of this Lease, the Tenant shall, if required by the Landlord, restore the Demised Premises to its former condition (reasonable wear and tear excepted) prior to the alterations and shall rectify any damage caused by the removal, all at the Tenant's own expense. Such rectification shall be carried out in compliance with all current relevant laws, by-laws and codes and in a good and workmanlike manner. This covenant shall survive the expiration or earlier termination of this Lease.

12.5 Landlord's Property

All alterations, additions or improvements made by the Tenant, or made by the Landlord on the Tenant's behalf shall immediately upon affixation become the Landlord's property without compensation to the Tenant, however, the Landlord shall be under no obligation to repair, maintain or insure same, all of which shall be the obligation of the Tenant.

18. TRADE FIXTURES

18.1 Removal

The Tenant, if not in default, may remove its trade fixtures from the Demised Premises on the expiration of the Term. The Tenant shall repair any damage caused to the Demised Premises by its removal of trade fixtures. The Tenant agrees that any erection, alteration, addition or structure made to or erected on the Demised Premises by the Tenant shall immediately become a part of the Demised Premises, shall not be removed by the Tenant without the consent of the Landlord and shall be subject to all provisions of this Lease. The Landlord may, at its option, require the Tenant to remove all or any part of such erections, alterations, additions or structures at the termination of this Lease and the Tenant shall, if so notified by the Landlord, effect such removal immediately and repair any damage so caused. The Tenant shall close off all electrical wiring which may have previously served any machinery or equipment installed by the Tenant in the Demised Premises.

20. BANKRUPTCY AND INSOLVENCY

20.1 Bankruptcy and Insolvency

If during the Term, any of the goods of the Tenant, are taken in execution or in attachment by any creditor of the Tenant, or if a writ of execution shall be taken out by a creditor of the Tenant against the goods of the Tenant and remains unsatisfied for ten (10) days; or if a receiver, trustee or manager of the Tenant's property or affairs shall be appointed in any manner whatsoever; or if the Tenant makes an assignment for the benefit of creditors, or a bulk sale of all or a substantial part of its undertaking and assets, or is judged to be bankrupt and insolvent by any court; or if the Tenant takes the benefit of any law for bankrupt or insolvent debtors; or if the Tenant abandons the Demised Premises; or if the Tenant disposes of its goods in such manner that a sufficient distress could not be made against the Tenant's goods remaining on the Demised Premises for the then accruing Rent, then in any such event, the then accruing Basic Rental and Additional Rent, together with the Basic Rental and Additional Rent for the following three (3) months of the Term, and all taxes payable by the Tenant for the current year of the Term (calculated on the rate for the preceding year in case the tax rate has not been fixed for the current year) shall immediately be paid by the Tenant to the Landlord. The Landlord may, in any such event, terminate this Lease, and may recover such accelerated Basic Rental, Additional Rent and taxes as if they were Rent in arrears, and the Landlord may also re-enter and take possession of the Demised Premises as if the Tenant was an overholding tenant following the expiration of the Term without legal right.

have the right to add such facility to its Demised Premises without being required to pay any additional Basic Rental; provided that the Landlord reserves the right at any time to remove such mini-golf facility from the Demised Premises in order to accommodate the development of the lands upon which the mini-golf facility is built or to transfer such mini-golf facility to the operator of any hotel, golf course or other resort facility.

36. INTERPRETATION

36.1 Interpretation

Words importing the singular number only shall include the plural. Any reference to "Tenant" shall include, where the context allows, the servants, employees, agents, invitees and licensees of Tenant and all others over whom Tenant might reasonably be expected to exercise control. If any section or part of a section contained in this Lease shall be judicially held invalid or unenforceable the remainder of this Lease shall be interpreted as if such section had not been included. The word "person", if the context allows, shall include any person, firm or corporation. "Hereof", "herein", "hereunder" and similar expressions used in any section or sub-section relate to the whole of this Lease and not to that section or sub-section only. All Schedules attached hereto form part of this Lease. Each covenant, agreement or obligation or other provision contained in this Lease shall be deemed to be, and shall be construed as a separate independent covenant of the party bound thereby and shall not be dependent upon any other provisions of this Lease unless otherwise expressly provided.

36.2 Captions and Headings

The captions and headings herein are for convenience and reference only and shall not affect the interpretation of this Lease.

37. MERGER

37.1 Merger

The parties agree that upon execution of this Lease, the terms and conditions of any Offer to Lease between the parties in respect of the Demised Premises, as same may have been amended, shall merge with this executed and delivered Lease.

IN WITNESS WHEREOF the parties have executed this Lease under seal as of the day and year first above written.

LANDLORD:
LAGOON CITY HOLDINGS INC.

Per _____
Name: Arz Sofer
Title: President

I have the authority to bind the Corporation

SIGNED, SEALED AND DELIVERED

TENANT:

Arz Sofer
Witness

Steve Crate
STEVE CRATE, in Trust, for a company to be incorporated

Arz Sofer
Witness

Greg Crate
GREG CRATE, in Trust, for a company to be incorporated

TAB M



dedicated to your success

January 28, 2015

DELIVERED BY EMAIL

Mr. Randall Rothbart
Solmon Rothbart Goodman LLP
375 University Avenue, Suite 701
Toronto, ON M5G 2J5

Dear Mr. Rothbart:

RE: 2124915 Ontario Inc. and the receivership of Crate Marine Sales Limited ("CMSL") et al.

Thank you for your e-mails of January 26 to me and of yesterday to my colleague, Michael Rotsztain.

Your e-mail of January 26 is correct in that the representatives of your client, the landlord of the Lagoon City marina, and of our client, the Receiver and Trustee, did meet at the site of the marina on January 23, 2015 to, among other things, review the tangible personal property on site.

I am advised that our clients' representatives agreed to share the lists of the tangible personal property on site. I am therefore enclosing the listing prepared by CMSL of property it owns, as well as separate lists of apparently leased equipment and other owned items as prepared by our client. I look forward to receipt of the same information from your client.

Insofar as your e-mail of January 26 purported to confirm our client's advice that your client need not submit the forms under the Property Claims Procedure Order (on the basis that that Order only applies to boats), I must note that this is quite incorrect. No such advice has been given. Moreover, there is no basis for that position either, as this Order by its terms clearly applies to all tangible personal property. We note that your client has not pursued its position that it should not be within this procedure, and in any event there is good reason for a person claiming property in the possession of a receiver or trustee to substantiate its claim as the Order requires – if the Order were not in place your client would be obliged to make and substantiate such a claim under s. 81 of the *Bankruptcy and Insolvency Act* in any event. Please accordingly ensure that your client complies with the terms of the Order no later than 4:00pm on January 30, 2015.

That said, I do wish to also note that the Receiver and Trustee remains open to a discussion of the remaining substantive issues between our clients in parallel to the formal processes. I imagine that the provision of your client's list(s) of the property on site as requested above will assist in identifying areas for discussion, which may then flow into a discussion about issues more generally. Perhaps I can leave it to you to get that information to us and then let me or Michael know when you are in a position to discuss that further?

Yours truly,

GOLDMAN SLOAN NASH & HABER LLP

Per:

A handwritten signature in black ink, appearing to read "R. B. Bissell", with a stylized flourish at the end.

R. Brendan Bissell

RBB:ac

Encls.

c.c. Stuart Mitchell, *A. Farber & Partners Inc.* (via e-mail)
Michael Rotsztain

TAB N



Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

F: +1 416.216.3930
nortonrosefulbright.com

Tony Reyes
+1 416.216.4825
tony.reyes@nortonrosefulbright.com

Your reference

Our reference
01026376-0003

February 24, 2015

Sent By E-mail

Mr. Michael B. Rotsztain
Goldman Sloan Nash & Haber LLP
Barristers & Solicitors
480 University Avenue, Suite 1600
Toronto, ON M5G 1V2

Dear Mr. Rotsztain:

Equipment Lease between 1889863 Ontario Inc. and Crate Marine Sales Limited (the "Lease")

As discussed on Tuesday, February 17th, I have been contacted by 1889863 Ontario Inc. (the "Owner") with respect to issues that have arisen during their course of trying to sell the equipment that was formerly leased to Crate Marine Sales Limited ("CMSL"), namely a "travel lift" identified in the Lease as "1 New Lift 50 BFM II S/N 3495-0713" (the "Lift"). You asked if I could make some inquiries of the Owner, and then come back to you with its position.

The Lift was subject to a lease dated July 27, 2013 between the Owner and CMSL. I understand that you have a copy of the Lease, but I have attached it for ease of reference. The Lift was installed on property owned by Structform Central Corp. ("Structform") in Belleville, Ontario. That property is leased by Crate Belleville Inc. ("CBI").

CMSL made the monthly payments referred to in the Lease up to and including the August 1, 2014 payment. It did not make any payments under the Lease after that date. These payments, and the termination of these payments, will of course show up on the CMSL records in the possession of your client, A. Farber & Partners Inc., in its capacity as Court-appointed Receiver (the "Receiver"). The Owner did not attempt to cash any CMSL cheques after that time, so we do not have any "NSF" cheques to provide to the Receiver.

In August of 2014, CMSL advised the Owner that CMSL would not be continuing payments under the Lease, and CBI advised the Owner that it wished to retain use of the Lift on its leased property in Belleville. It was understood and agreed amongst CMSL, CBI and the Owner that the Lease was terminated at the end of August 2014 and that CMSL had no further rights to the Lift from that point forward. This was not formally documented at the time, although it was later documented by way of a Notice of Termination of Equipment Lease dated September 14, 2014 (the "Notice of Termination"), and a "Receipt" whereby CMSL confirmed receipt of such Notice of Termination and agreed and confirmed that the Lease was terminated as of September 14, 2014. I understand that you have copies of these documents, but again I have attached them for ease of reference.

For your information, CBI started paying a monthly rental for the Lift in September of 2014, as evidenced by the attached cheque. Unfortunately, CBI also ceased paying any rental in January 2015, and has not paid any rental to the Owner since that time. However, Structform has indicated that it is willing to purchase the Lift from

DOCSTOR: 5113428\3

Norton Rose Fulbright Canada LLP is a limited liability partnership established in Canada.

Norton Rose Fulbright Canada LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright South Africa Inc and Norton Rose Fulbright US LLP are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss Verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are at nortonrosefulbright.com.

Mr. Michael B. Rotsztain
February 24, 2015



the Owner, but it is concerned about claims that the Receiver may be making. We therefore need the Receiver's confirmation that it is not pursuing any rights as against the Lift.

For your further information, the purchase price that was offered by Structform is less than the amount that is outstanding under the Lease, so the Owner will be suffering a further deficiency in this sale.

As suggested by you, I have obtained and reviewed a copy of the Property Claims Procedure Order made by Mr. Justice Penny on December 23, 2014. While we wish to be respectful of both the Court process and the Receiver's efforts, it appears to me that that Order does not apply. The Lift was neither in the possession of CMSL on the Filing Date (December 8, 2014), nor in the possession of any other person on behalf of CMSL.

We would like to resolve this amicably and promptly, so that the Owner does not suffer any further damages as a result of the uncertainty created by the CMSL receivership. We would appreciate discussing with you how this might be brought to a prompt conclusion.

Yours very truly,

A handwritten signature in cursive script that reads 'Tony Reyes'.

Tony Reyes

TR/lc

EQUIPMENT LEASE

LESSOR INFORMATION

CONTRACT No. 1199

Lessor Name: 1889863 Ontario Inc.

LESSEE INFORMATION

Lessee's Name: Crate Marine Sales Limited

Lessee Address: 290 The Queensway South Keswick, ON L4P 2B3

LEASE DETAILS

Vendor's Name: Canadian Marline Lift Service

Vendor's Address: 210 Silverstar Blvd. Toronto, ON M1V 5J9

Equipment Description: 1 New Lift 50 BFM II S/N 3495-0713

Lease Term: 48 Months, paid in advance monthly

Assumed Price: First and last month's rent in the amount of \$16,000.00 is due on signing of this Lease.
\$385,530.01 (\$341,177.00 + \$44,353.01 = \$385,530.01)

The Lessee is to transfer ownership of a 2013 Regal 24 Fast Deck Serial Number RGMGF219K213 to the Lessor in lieu of payment of \$50,000.00. The assumed price is therefore reduced by the said \$50,000.00 to \$335,530.01.

Net Rental: ^{130.} \$7,079.65/Month HST: \$920.35 Total Rental Payment: \$8,000.00 *Payment of \$50,000.00 will be paid no later than Sept 30, 2013 or earlier if boats sold by Crate Marine Sales.*

Purchase Option: The Lessee shall have an option to purchase the equipment on the one year anniversary of the Lease on July 29, 2014 for the option purchase price of \$273,400.00. At the end of the term of 48 months, the residual/option purchase price is \$57,580.00.

Payment Form: Pre-authorized payments or post-dated cheques

This Agreement to Lease (the "lease") the above equipment on the terms set forth herein is for valuable consideration entered into by the Lessor and the Lessee effective upon on signing below. This Agreement to Lease includes terms on the attached pages. The Lessee confirms by such signature that it has read, understands and agrees to such terms.

Dated at Keswick this 27 day of 27 July, 2013

K. Nichol
Witness

1889863 Ontario Inc (Lessor)

Per: *[Signature]*
Name:

Title:

I have the authority to bind the corporation

Crate Marine Sales Limited (Lessee)

K. Nichol
Witness

Per: *[Signature]*
Name:

Title:

I have the authority to bind the corporation

LEASE TERMS

1. Lease: Lessor leases to Lessee, and Lessee leases from Lessor, the equipment described in the Lease Details (including any attachments hereto), including any parts, accessories, replacements, additions and accessories, tangible or intangible (including software), now and hereafter relating thereto or affixed thereon and including any documentation, manuals or information provided in connection therewith, (collectively the "Equipment"). THIS LEASE CANNOT BE CANCELLED OR PREPAID BY LESSEE. Lessee has not purchased the Equipment. Lessee irrevocably requests Lessor, as Lessor deems appropriate, to issue a purchase order, to enter into an agreement or to accept Vendor's invoice (any such document being a "Purchase Document"), or to otherwise acquire the Equipment, for the purpose of leasing it to Lessee. Lessee irrevocably offers to assign to Lessor its rights under any license or software, information or documentation related to the Equipment and under any agreement or warranty relating to the installation, maintenance or performance of the Equipment (any such license, agreement or warranty being a "Supporting Agreement"); Lessee is permitted to assign such rights to Lessor. LESSEE HAS PERSONALLY SELECTED THE EQUIPMENT AND LESSOR HAS ACQUIRED THE EQUIPMENT AT LESSEE'S REQUEST FOR THE SOLE PURPOSE OF LEASING IT HEREUNDER. LESSEE IS RESPONSIBLE FOR THE SUITABILITY OF THE EQUIPMENT AND ITS INSTALLATION AND DELIVERY; THE FAILURE OF THE EQUIPMENT TO OPERATE OR TO CONFORM TO LESSEE'S REQUIREMENTS SHALL NOT LESSEN LESSEE'S OBLIGATIONS HEREUNDER. Except for Lessor's obligation to pay Vendor for the Equipment if (but only if) the Lease Term commences, Lessee shall perform the purchaser's obligations under any Purchase Document and Supporting Agreement. Any information in the Vendor's invoice, the Purchase Document or in licensing information related to the Equipment may, in Lessor's discretion, be used to complete or augment the above Equipment description.

2. Commencement: This Lease is binding upon each party upon execution. This Lease's original term (the "Term") commences on the Start Date stated in the Delivery and Acceptance Certificate ("D&A") signed (or deemed to be signed) by Lessee and bearing the same Contract No. The Term ends on the corresponding day of the month following the number of months indicated as the "Term" in the Lease Details or, if later, following the last renewal made pursuant to Section 8. Upon delivery and, if applicable, installation of the Equipment, Lessee shall execute and deliver to Lessor a D&A in form provided by Lessor; if Lessee fails to do so, Lessor may, by notice in writing, deem the D&A to have been executed and the Start Date to have occurred on the date the Vendor states it completed Equipment delivery. Lessor may note the Start Date on the first page of this Lease and such notation shall, barring manifest error, be conclusive.

3. Payments: 3.1 During the Term Lessee shall, without notice or request, pay Lessor the total number of Rentals set forth in the Lease Details, plus any renewal Rentals. Rentals are payable, in advance, with the payment frequency noted in the Lease Details to Lessor at, until notice from Lessor, the address indicated above as follows: (A) first Rental upon Lessee's execution hereof (such first Rental being non-refundable unless Lessor elects not to proceed with this Lease and Lessee is not in Default) and (B), after the period covered by such first Rental, subsequent Rentals throughout the Term on the first, fifth, tenth, fifteenth or twentieth day of such period, whichever is closer to the Start Date. Amounts paid by Lessee prior to Term commencement which are in excess of such first Rental shall be credited towards Lessee's final Rental(s) in reverse order of occurrence, without interest. LESSEE'S OBLIGATION TO PAY ALL RENTALS AND OTHER AMOUNTS DUE UNDER THIS LEASE IS ABSOLUTE AND UNCONDITIONAL AND ALL RENTALS AND OTHER AMOUNTS DUE UNDER THIS LEASE ARE PAYABLE WITHOUT SET-OFF, COMPENSATION, DEDUCTION, DEFENSE, COUNTERCLAIM OR ABATEMENT. All amounts are in Canadian dollars unless otherwise stated.

3.2 -The Rentals stated in the Lease Details are calculated based on the Assumed Price (if, but only if, an Assumed Price is stated in the Lease Details) and on Lessor's cost of funds when this Lease is prepared and

Lessor may, by notice in writing, advise Lessee of any increase in Rentals necessary to maintain Lessor's profit margin if: (A) the amount paid by Lessor to acquire the Equipment is greater than the Assumed Price and; (I) the Purchase Document provides for payment in a currency other than Canadian dollars and a deterioration in the rate of exchange between such currency and the Canadian dollar has caused such price increase; or (II) Lessee has consented in writing to such price increase; or (B) more than 30 days have passed since preparation of this Lease and Lessor's cost of funds has increased between the preparation of this Lease and the Start Date, and, barring manifest error (which must be raised by Lessee in writing within 21 days), such increased Rentals shall thereafter be the Rentals payable under this Lease.

3.3 - Lessee shall without notice pay interest at the rate of eighteen percent (18%) per annum, calculated daily and compounded monthly, on any amount which is not paid when due or which bears interest according to this Lease; in each case from the date any such amount becomes due or interest bearing, before and after maturity, default and judgment, until paid in full.

3.4 - Lessee's Bank is hereby irrevocably authorized and directed to: (A) debit Lessee's Bank account, as described in the above Lease Details, for all Rental and other Lease payments purporting to be drawn on Lessee for payment to Lessor and which are presented for payment by Lessor or Lessor's agent; and (B) make all such payments to Lessor or Lessor's agent from Lessee's Bank Account. Such payments may be requested in the form of magnetic or computer-produced tape and Lessee's Bank is hereby authorized and directed to treat them as signed by Lessee. Lessee agrees that Lessee's Bank shall not be liable for any loss or damage incurred by Lessee due to Lessee's Bank honouring this authorization. If Lessee's Bank account is transferred to another branch, this authorization shall be directed to such other branch. This authorization may not be revoked without Lessor's consent. Lessor is authorized, as Lessee's lawful attorney, to provide further evidence of this authorization to Lessee's Bank.

4. Maintenance & Use: Lessor is, at its expense, responsible for the maintenance, repair, parts replacement, delivery, installation, de-installation and re-delivery of the Equipment by qualified persons. Lessee shall at its expense keep the Equipment in good repair, condition and working order and any improvements resulting from such maintenance shall immediately form part of the Equipment. Except for such maintenance, Lessee shall not make any additions, changes, modifications or other alterations (collectively "Alterations") to the Equipment. All Alterations to Equipment shall immediately become property of Lessor, free and clear of any Encumbrances. Lessee shall use the Equipment carefully and shall, at Lessee's expense, comply with all applicable laws (including safety and inspection requirements), insurance policies and manufacturer's recommendations relating to the shipment, installation, ownership, possession, use or maintenance of the Equipment. Equipment shall only be used in connection with Lessee's business or in the carrying on of an enterprise and only for commercial, industrial, professional or handicraft purposes and not for any personal, family, household or farming purposes. Equipment shall not be used to transport people for a charge or to transport explosives, radioactive or flammable matter or any substance which is a prohibited, toxic or a restricted substance or hazardous waste under the Canadian Environmental Protection Act or any analogous legislation in effect in any relevant jurisdiction. Lessee is responsible for any person who has care or control of the Equipment during this Lease. Equipment shall remain at the Equipment Location except that Equipment which is, as expressly indicated by the Lease Details, a vehicle or other Equipment which will necessarily be used at different locations may, provided Lessor's first priority claim on the Equipment is not adversely affected: (A) be removed from the Equipment Location for normal daily usage; and (B) in the case of vehicles, provided absences from the Equipment Location shall not exceed 20 days in length or 30 days in any 45 day period, be used throughout Canada and the United States. Lessor may at any time inspect the Equipment and Lessee's maintenance, insurance, use and Tax records.

5. Title: Equipment is and shall remain the sole personal and moveable property of Lessor, shall not be affixed to any real or personal property and Lessee shall have no right, title or interest in the Equipment except for the

John

right of use described in this Lease; Lessee shall not allow the Equipment to become subject to any Encumbrance in favour of any person, unless caused by Lessor. Lessee shall at its expense maintain markings required by Lessor on the Equipment to identify the Equipment as Lessor's property.

6. Net Lease: 6.1 - Lessee shall bear the entire risk of loss, damage, destruction, theft or governmental taking of the Equipment or any part thereof (any such case being a "Loss"), regardless of whether it is caused by any default or neglect of Lessee. No Loss shall relieve Lessee of its obligations under this Lease. Lessee shall immediately notify Lessor of any Loss and shall repair or replace the Equipment subject to the Loss.

6.2-ALL COSTS RELATING TO THE EQUIPMENT'S OWNERSHIP, USE, MAINTENANCE, POSSESSION OR DISPOSAL SHALL BE BORNE BY LESSEE, including all Taxes and all charges, licensing costs or fines arising in connection with the ownership or use of the Equipment. The Rentals and other amounts payable hereunder shall be absolutely net to Lessor, free of all expenses, deductions, Taxes, costs or outgoings of any kind whatsoever. If Lessee fails to perform any obligation hereunder, including its obligation to maintain adequate insurance coverage, Lessor may, as Lessee's lawful attorney or otherwise, do so on Lessee's behalf (including procuring insurance to protect Lessor's, but not Lessee's, interests), and Lessee shall immediately indemnify Lessor upon Lessor's request therefor for its costs of doing so, plus interest thereon until Lessor is compensated in full.

6.3 - Lessee shall pay all Taxes and, as required by law, file all Tax returns. Lessor is, unless otherwise required by applicable law or accounting principles, exclusively entitled to the benefit of depreciation, tax allowances, capital cost allowance, investment tax credits or other analogous claims arising from ownership of the Equipment.

6.4 - Lessee indemnifies Lessor and shall protect Lessor against all loss, costs, liabilities, damages, claims, legal proceedings and expenses arising in connection with: this Lease (including any out-of-pocket costs or fees associated with security searches, registrations, amendments and discharges and with Equipment appraisals and credit verifications); the Purchase Documents; any Supporting Agreement; the Equipment; the manufacture, selection, purchase, ownership, delivery, installation, possession, use, maintenance, Loss, disposal or return of the Equipment; Taxes; the Equipment's infringement of any patent, industrial or intellectual property right; any Default; or the exercise by Lessor of its rights hereunder.

6.5 - If, according to applicable law, the Equipment or its operator requires licensing or registration in any jurisdiction, Lessee shall, at its cost, comply with such licensing or registration requirements and shall immediately provide evidence thereof to Lessor (including original registration documents where available). Such licensing or registration shall show, to the extent permitted by applicable law: (A) Lessor as owner; and (B) Lessee as having care and control of the Equipment as lessee and, if Lessee is an individual, as Equipment operator. If Lessee is not an individual and the Equipment is to be operated by licensed individuals, Lessee shall advise Lessor of the name and address of its employees who will be Equipment operators) and shall give Lessor advance written notice of any change to such information. Lessee shall ensure that Equipment operators are duly licensed, competent to operate such Equipment and covered by Lessee's insurance coverage arranged pursuant to Section 7. If Lessor notifies Lessee that an operator is using Equipment in an unacceptable manner, Lessee shall immediately cause such person to cease operating such Equipment.

7. Insurance: Lessee shall, at its expense, maintain with insurers and on terms and conditions acceptable to Lessor:

(a) Comprehensive all risks, full replacement value property loss insurance on the Equipment with (i) loss payable to Lessor as first payee and, if Lessor requests, with Lessor named as an additional insured, and (ii) a waiver of subrogation in favour of Lessor; and

(b) General public liability and third party property damage insurance (in the case of vehicles, under a standard form automobile insurance policy and any "no fault" coverage required by applicable law) with limits of liability equal to at least \$2,000,000 per occurrence (or such greater amount as Lessor may require from time to time), exclusive of interest and costs and regardless of the number of claims arising from any one accident, and such insurance shall: (i) extend to all liabilities of Lessee

arising out of its or its agents use or possession of Equipment or out of Lessor's ownership of Equipment, (ii) include Lessor as additional insured, and (iii) include a cross-liability provision insuring each insured as if a separate policy had been issued.

Such insurance shall provide that: (A) evidence of renewal shall be provided to Lessor and thirty days written notice shall be given to Lessor before a policy expiration, alteration or cancellation; (B) coverage shall be primary and not contributory; and (C) Lessor's interest as additional insured shall not be adversely affected by any act or omission of Lessee or its agents. Lessee shall supply Lessor with evidence of satisfaction of these insurance covenants prior to delivery of the Equipment and thereafter upon request by Lessor. If Equipment is, in Lessor's reasonable opinion, an actual or constructive total loss, Lessor shall be entitled to retain its Liquidated Damages from the insurance proceeds and, if such proceeds are less than the Liquidated Damages, to recover any shortfall from Lessee. Lessee appoints Lessor as its attorney for the purpose of endorsing and negotiating all instruments payable to Lessee and executing all documents relating to the Loss of Equipment.

8. End of Lease: At the end of the Term (including any renewal), unless Lessee has purchased the Equipment pursuant to a Section 10 Purchase Option, Lessee shall give Lessor thirty (30) days prior written notice of its intent to return the Equipment and shall, at Lessee's risk and expense: (A) if Lessor requests, store (but not use) the Equipment for up to ninety (90) days until Lessor requests delivery of the Equipment; (B) return the Equipment to Lessor at the place in Canada specified by Lessor; or (C) if requested by Lessor, dispose of the Equipment in compliance with applicable law and as Lessor may direct. Returned Equipment shall be in good repair, condition and working order, normal wear and tear excepted. If Lessee at any time fails to give such notice or to return or purchase the Equipment as and when required, Lessee by such failure requests a renewal of this Lease for one (1) month and Lessor may, in its discretion: (i) demand the return of the Equipment pursuant to this Section and exercise its other rights hereunder; or (ii) accept such renewal request, including acceptance by Lessor continuing to withdraw Rentals by pre-authorized payment. This Lease (including this Section and the renewal provision herein) and Lessee's Lease obligations (including the obligation to pay Rentals as set forth herein) continue during any such renewal. If Lessee fails to return the Equipment as required hereunder Lessor may, without notice to Lessee or resort to legal process, take possession of the Equipment and, as Lessee's agent, enter any premises where the Equipment is located to remove or disable the Equipment.

9. Defaults: 9.1 - Each of the following is a default by Lessee (a "Default"):

- (a) failure to pay any Rental or other amount due hereunder within 10 days of its due date; or
- (b) failure to perform any obligation hereunder; or
- (c) a default under any other agreement between Lessor and Lessee or under any agreement between Lessee and any other financier; or
- (d) any representation or warranty made by Lessee herein or in respect of this Lease is incorrect or misleading; or
- (e) the value of Lessor's interest in the Equipment is materially impaired due to Loss; or
- (f) Lessee makes an assignment for the benefit of its creditors, is insolvent, commits an act of bankruptcy, takes any action to wind-up or dissolve, ceases or threatens to cease to do business as a going concern, amalgamates, is subject to a direct or indirect change in control or seeks any arrangement with its creditors; or
- (g) any proceeding in bankruptcy, receivership, winding-up, dissolution, liquidation or insolvency is commenced by or against Lessee or its property; or
- (h) Lessor in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance by Lessee under this Lease is or is about to be impaired or the Equipment is or is about to be placed in jeopardy; or
- (i) any guarantor of Lessee's obligations hereunder disputes or seeks to determine or terminate its guarantee of Lessee's obligations or becomes subject to any of the events in clauses (f) or (g) above; or

Handwritten signature

- (j) in the opinion of Lessor, acting reasonably, there has occurred a material adverse change in the business or financial condition of the Lessee or any Guarantor.

9.2 - Upon Default, in addition to Lessor's other rights under this Lease and at law or equity:

- (a) Lessee shall pay to Lessor as liquidated damages, and not as a penalty, an amount (the "Liquidated Damages") equal to the sum of:
(i) All amounts then due and unpaid, including Rentals and interest, and
(ii) the present value (calculated using a discount rate of three percent (3%) per annum, compounded monthly) of the remaining Rentals and all other amounts which are scheduled to be paid during the Term (including renewals then in effect), and
(iii) if Lessor is unable to remarket Equipment for the full amount of its unrecovered residual investment, a sum equal to Lessor's then-current residual investment in the Equipment, less the net remarketing or insurance proceeds actually received by Lessor (if any), and
(iv) any Enforcement Costs, and
(v) interest thereon pursuant to Section 3.3, if the Liquidated Damages include any Taxes, the Liquidated Damages shall be increased to ensure that the net amount of the Liquidated Damages retained by Lessor after remitting all Taxes will be equal to the amount calculated above;
- (b) upon Lessor's demand, Lessee shall, at Lessee's expense, return the Equipment to Lessor pursuant to Section 8;
- (c) Lessor may, immediately and without notice to Lessee or resort to legal process, take possession of or disable the Equipment pursuant to Section 8;
- (d) the rights of Lessee in respect of the Equipment shall cease and terminate absolutely; and
- (e) Lessor may, by notice in writing, terminate this Lease.

All rights of Lessor, either under this Lease or at law or equity, are cumulative and not alternative and shall not be extinguished by or merged into any legal proceeding or judgement. Lessor's costs and expenses due to a Default ("Enforcement Costs") (including costs due to collection, legal fees, repossession, Equipment repair, rights enforcement, Equipment disposition and other realization costs) shall be paid by Lessee, with interest, upon demand. After a Default Lessor may sell, re-lease or otherwise dispose of Equipment at public or private sale with or without notice to Lessee and upon such terms and in such manner as Lessor may determine. Lessee shall be liable for any deficiency after the disposition proceeds are applied to the Liquidated Damages. To the extent permitted by law, LESSEE WAIVES THE BENEFIT OF ALL LAWS WHICH WOULD LIMIT LESSOR'S RIGHTS UNDER THIS LEASE, including Lessee's rights under conditional sales, credit and other similar statutes such as The Limitation of Civil Rights Act, Saskatchewan, as amended.

10. **Purchase Option:** Provided no Default exists, the Purchase Option set forth in the Lease Details, if any, may be exercised by the Lessee giving Lessor written notice sixty (60) days prior to the Option Date of its election to exercise such option. After giving such notice Lessee shall pay Lessor the Option Price, plus Taxes, at least thirty (30) days before the Option Date. After such notice and payment, provided no Default exists, Lessee shall acquire Lessor's interest in the Equipment on the Option Date on an "as is, where is" basis without any condition, representation or warranty by Lessor of any kind whatsoever except that the Lessee acquires such interest from Lessor free of Encumbrances caused by Lessor.

11. **Warranties:** Lessor warrants that it is entitled to enter into this Lease. Lessee represents, warrants and covenants (and acknowledges Lessor's reliance thereon and that such representations, warranties and covenants shall survive without time limit) that: (A) its full legal name is set forth above and, if a body corporate, it is and will continue to be validly incorporated and organized; (B) it has all necessary power and authority to own its property and carry on its business and to execute, deliver and perform this Lease, each such action (i) having been duly authorized, (ii) not being in conflict with any law, the constating documents, resolutions or by-laws of Lessee or any agreement to which it is a party, and (iii) not creating any Encumbrance on the Equipment; (C) this Lease is and will continue to be a legal, valid and binding obligation of Lessee, enforceable against it and effective against its creditors in accordance with its terms; and (D) there are no pending or threatened proceedings against Lessee before any court or other tribunal unless disclosed to Lessor in writing; and

(E) Lessee's financial information is prepared in accordance with generally accepted accounting principles and Lessee has made full disclosure to Lessor of all material facts related to its financial well being, business and affairs. Lessor does not warrant or represent as to the suitability, durability, quality or condition of the Equipment. Warranties or representations by Lessor or any other person do not, unless explicitly set forth herein, form part of this Lease or lessen Lessee's obligations hereunder. Lessor hereby assigns to Lessee, until Default or return of Equipment, the benefit of all assignable warranties, guarantees, service contracts and licenses given by any person to Lessor in respect of the Equipment ("Equipment Rights") and agrees that Lessee may, at Lessee's expense, enforce (but not waive or amend) such Equipment Rights during the term of such assignment; upon Equipment return or a Default, Lessee hereby immediately reassigns all Equipment Rights to Lessor. LESSOR IS NOT LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE, DIRECT, INDIRECT OR CONSEQUENTIAL, CAUSED BY: THE EQUIPMENT; THE USE, MAINTENANCE OR POSSESSION THEREOF; THE INADEQUACY OF THE EQUIPMENT RIGHTS; OR ANY EQUIPMENT FAILURE.

12. **Assignment:** Lessee shall not sublet or give up possession or control of the Equipment or permit its use by any person other than Lessee or competent employees of Lessee. This Lease shall not be assigned by the Lessee and no such assignment shall release Lessee. Lessor may, in whole or in part, assign this Lease, or may enter into this Lease as agent for an undisclosed principal, without notice to or the consent of Lessee; such an assignee or principal shall be entitled to all of Lessor's rights hereunder and such an assignee shall be entitled to enforce this Lease free of any claims, defences, rights of set-off or other equities existing between Lessor and Lessee, if Lessor makes a partial assignment or is acting as agent, Lessor and its principal or partial assignee shall jointly and, as their interests may appear, severally have rights under this Lease. Lessee waives significance of the act of assignment and delivery of a copy of the assignment.

13. **Administration:** Subject to applicable law, Lessee authorizes Lessor to conduct a credit investigation of Lessee including making inquiries with its Bank and other persons; Lessee authorizes and directs such persons to answer Lessor's inquiries. Lessee shall provide Lessor with annual financial statements within 150 days after the end of each financial year (which have been reviewed or audited by an independent qualified professional accountant) and such other financial information as Lessor may reasonably request from time to time. Lessor may provide information about this Lease to any person. Lessee agrees to do all things required by Lessor to give effect to or to better evidence this Lease. Lessor may charge Lessee such fees as it generally establishes from time to time for the administration of leases. Lessee shall immediately notify Lessor in writing of any change in Lessee's name and of any change in Lessee's Lease Details address. Any notice must be in writing and shall be given by delivery, first class prepaid mail or by facsimile to, in any case, the applicable address first noted above (or to such other address specified by notice). Deemed receipt of notices shall occur on the business day first following the date it is delivered or sent by facsimile transmission or, if sent by mail, provided there is no interruption in postal services, on the fifth business day after mailing. Lessee acknowledges receipt of a copy of this Lease, confirms that Lessor may make all security registrations or filings it deems necessary or desirable in connection with this Lease and waives, to the extent permitted by law, its right to receive copies of financing statements, notices or filings made by Lessor in connection with this Lease.

14. **Personal Information:** If an individual, Lessee (i) acknowledges receipt of a copy of the Lessor Privacy Code; (ii) hereby confirms that he/she understands the reasons for the collection, use and disclosure of his/her personal information and (iii) consents to the collection, use and disclosure of his/her personal information as indicated in the Lessor Privacy Code, as amended from time to time. Lessee further, specifically, acknowledge that Lessor may assign this Lease in whole or part from time to time and that he/she expressly agrees and consents that any personal information collected may be disclosed to and used by any such proposed assignee or the bankers or funders of Lessor.

14 a) If a corporation or other legal entity, Lessee specifically acknowledges that Lessor may assign this Lease in whole or part from time to time and that it expressly agrees and consents that any information

sd

collected may be disclosed to and used by any such proposed assignee or the bankers or funders of Lessor.

15. **Definitions:** Terms used in the Lessee Information or Lease Details have, when used in these Lease Terms with an initial capital letter, the meaning given to such term in the Lessee Information or Lease Details. In this Lease: "Including" means "including without limitation"; "Encumbrance" means any claim, lien, charge, encumbrance, levy, security interest, mortgage, hypothec, pledge, hypothecation, seizure, trust, attachment, execution, judicial process, ownership interest, license or leasehold interest, including any claim by a landlord or mortgagee that an asset has become a fixture; "Taxes" includes all taxes, imposts, levies, fees, duties and charges now or hereafter imposed by any taxation authority on Lessee, the Equipment or the purchase, sale, ownership, delivery, possession, use, maintenance, operation or lease of the Equipment or on Lessor in respect of any of the foregoing (including sales, excise, use, property, capital, business, transfer, goods and services and value added taxes and penalties or interest on Taxes), excluding taxes on Lessor's net income; and "Fair Market Value" means the delivered and installed, all-inclusive, purchase price for equipment in good repair in a sale between an arms length purchaser buying for its own use and a seller dealing in such equipment in the ordinary course of its business, as such purchase price is determined by Lessor acting reasonably.

16. **Interpretation:** This Lease constitutes the entire agreement between Lessor and Lessee with respect to its subject matter. Amendments to this Lease must be in writing, reference this Lease and be signed by Lessee and Lessor. Lessee acknowledges that the Vendor and any brokers and other financial intermediaries involved in arranging this Lease are independent contractors and are not agents of Lessor or authorized to enter into agreements, amendments or waivers on Lessor's behalf. This Lease shall be interpreted according to the laws of, and the parties submit to the non-exclusive jurisdiction of the courts of, the Province of Ontario. The parties exclude the application of the UNIDROIT Convention on International Financial Leasing (Ottawa, 1988). The singular shall include the plural and vice versa and words importing one gender shall include all genders. Time is of the essence. Headings are only for convenience and do not affect interpretation. This Lease shall enure to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns and legal representatives. Any provision of this Lease not permitted by applicable law shall be ineffective and severed herefrom without invalidating the remaining provisions of this Lease. Failure by Lessor to exercise any right will not waive such right. Waiver of a Default is not a waiver of any other Default. All waivers must be in writing

and signed by an authorized representative. All unperformed obligations of Lessee which, by their nature, are not released by the termination of this Lease (including those under sections 4, 6, 8 and 9) and the rights of Lessor hereunder shall survive the termination of this Lease.

17. **Language:** The parties hereby acknowledge that they have required this contract, and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. Les parties reconnaissent avoir demandé que le présent contrat ainsi que toute autre entente ou avis requis ou permis être conclu ou donné en vertu des dispositions du présent contrat, soient rédigés en langue anglaise seulement.

18. **Joint and Several Liability:** If more than one person executes this Lease as Lessee, their obligations hereunder shall be joint and several and, in the Province of Quebec, solidary without benefit of division or discussion.

19. **Additional Equipment:** Lessee may from time to time agree to lease additional equipment pursuant to these Lease Terms and each such agreement shall be evidenced by a written schedule (a "Lease Schedule") incorporating by reference the Lease Terms set forth herein, signed by Lessee and Lessor and setting forth the particulars of such equipment lease transaction, including the matters addressed by the above Lease Details. These Lease Terms shall apply, *mutatis mutandis*, to the transaction specified in such Lease Schedule; these Lease Terms and each such Lease Schedule shall constitute a separate Lease and the entire agreement with respect to that transaction, shall be separately assignable and enforceable, shall be deemed to be a "Lease" to which these Lease Terms refer and shall not be affected by the amendment, termination or expiry of any other Lease made pursuant to these Lease Terms. The terms of any Lease Schedule evidencing a specific transaction shall prevail over these Lease Terms and the above Lessee Information to the extent of any conflict or inconsistency but only in respect of that transaction.

20. **Additional Collateral Security:** As a general and continuing collateral security for the payment and performance of all present and future debts, obligations and liabilities of the Lessee to Lessor from time to time, the Lessee hereby grants a continuing security interest in, and charges and hypothecates all its right, title and interest in and to all present and future equipment and assets with respect to which Lessor has provided or may provide any value (including without restriction, for its acquisitions, lease, use, operation or otherwise) together with all proceeds thereof of whatever nature and kind howsoever arising.

JLL

1889863 ONTARIO INC.

67 Orr Avenue
Vaughan, Ontario
L4L 9M8

NOTICE OF TERMINATION OF EQUIPMENT LEASE

September 14, 2014

Crate Marine Sales Limited
290 The Queensway South
Keswick, Ontario
L4P 2B3

BY PERSONAL DELIVERY

RE: 1889863 Ontario Inc. Equipment Lease to Crate Marine Sales Limited
Marine Lift 50 BFM II S/N 3495-0713

This is the written notice to you terminating the above noted Equipment Lease dated July 27, 2013, as required by Paragraph 9.2(e) of the Equipment Lease. You are in default as in Paragraphs 9.1(a), 9.1(h) and 9.1(j) of the Equipment Lease.

Regards,

1889863 Ontario Inc.

Per: 
Name: Omar Abdelati
Title: A.S.O.

I have the authority to bind the corporation

RECEIPT

TO: 1889863 Ontario Inc.
FROM: Crate Marine Sales Limited
RE: Marine Lift 50 BFM II S/N 3495-0713

I confirm receipt of Notice of Termination of Equipment Lease dated September 14, 2014, from 1889863 Ontario Inc. regarding Marine Lift 50 BFM II S/N 3495-0713. I agree and confirm that the Equipment Lease dated July 27, 2013, between Crate Marine Sales Limited and 1889863 Ontario Inc. for Marine Lift 50 BFM II S/N 3495-0713 is terminated.

DATED at Toronto, this 14th day of September, 2014.

Crate Marine Sales Limited

Per: 

Name: Greg Crate

Title: A.S.O.

I have the authority to bind the corporation

