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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM	)	TUESDAY, THE 31ST
	)	
JUSTICE CONWAY	)	DAY OF MARCH, 2015

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.

APPROVAL AND VESTING ORDER

THIS MOTION, made by A. Farber & Partners Inc. (**"Farber"**) in its capacity as the Court-appointed Receiver (in such capacity, the **"Receiver"**), without security, of all the assets, undertakings and properties (collectively, the **"Property"**) 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's Motion Record, amongst other things, approving the sale transaction (the **"Transaction"**) contemplated by an agreement of purchase and sale (the **"Sale Agreement"**) between the Receiver and 2450902 Ontario Limited (the **"Purchaser"**) dated February 8, 2015 and attached as Appendix "C" to the Sixth Report of the Receiver dated March 25, 2015 (the **"Sixth Report"**), and vesting in the Purchaser and its permitted assignee Krates Keswick Inc. (**"KKI"**) the right, title and interest of the respective Debtors in and to the assets described in the Sale Agreement, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Sixth Report, and the appendices thereto, and on hearing the submissions of counsel for the Receiver, the Purchaser, KKI and the other parties appearing on the counsel slip, no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Sanja Sopic sworn March 26, 2015, filed.

1. **THIS COURT ORDERS** that the time for service and filing of the Receiver's Notice of Motion and the Motion Record is hereby abridged and the service thereof is hereby validated so that this motion is properly returnable today and further service thereof is hereby dispensed with.

2. **THIS COURT ORDERS** that all capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Sale Agreement.

3. **THIS COURT ORDERS** that the Receiver's Fourth Report dated March 6, 2015, the Receiver's Fifth Report dated March 10, 2015, including the Supplement thereto dated March 19, 2015, and the Sixth Report be and are hereby approved and that the activities, decisions and conduct of the Receiver and its counsel as described therein, be and are hereby approved.

4. **THIS COURT ORDERS AND DECLARES** that, except as provided in paragraph 5, the Transaction is hereby approved and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets, as defined below, to the Purchaser and KKI.

5. **THIS COURT ORDERS AND DECLARES** that, pending further Order of this Court, nothing in this Order shall constitute approval of the sale of the parcels of Lands described in section 2.2(d) of the Sale Agreement (the "**Designated Parcels**"), or a direction to the Receiver to take steps to complete the sale of the Designated Parcels, and the term "**Purchased Assets**" when used in this Order and in the Receiver's Certificate, as defined below, shall mean the Purchased Assets as defined in the Sale Agreement excluding the Designated Parcels; and this Order is made without prejudice to the rights of Uplands Charitable Foundation, Cesaroni Management Limited and Romith Investments Limited to object to the prices for the respective Designated Parcels on which they hold a charge. Notwithstanding the foregoing, the Purchaser

will still be bound by the Sale Agreement for the Purchased Assets in accordance with the terms of the Sale Agreement, with the Purchase Price reduced by the amounts allocated to the Designated Parcels set out in section 2.2(d) of the Sale Agreement pending further Order of this Court as to whether to approve the sale of such parcels to the Purchaser for such allocated or other amounts.

6. **THIS COURT ORDERS** that the terms of this Order are without prejudice to the rights and interests of:

(a) the Receiver, KKI and the various Claimants in and to the Property that is subject to Property Claims, including the rights and interests of of 2124915 Ontario Inc. in and to the Property subject to its disputed Proof of Property Claim dated January 30, 2015 (as those terms are defined in the Property Claims Procedure Order dated December 23, 2014), which rights and interests shall be determined by the Property Claims Procedure Order, further Orders of this Court or consent of the respective parties; and

(b) the Receiver, KKI and 1889863 Ontario Inc. in and to the Marine Travel Lift described in an equipment lease dated July 27, 2013 between 1889863 Ontario Inc., as lessor, and Crate Marine Sales Limited, as lessee, which rights and interests shall be determined by further Orders of this Court or consent of the respective parties.

7. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser and KKI substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of the right, title and interest of the respective Debtors in and to:

(a) the Purchased Assets consisting of the Lands more particularly described on Schedule "B" hereto shall vest absolutely in the Purchaser; and

(b) the balance of the Purchased Assets shall vest absolutely in KKI,

free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Penny dated November 21, 2014 in the Notice of Intention to Make a Proposal proceedings of certain of the Debtors (Court File No. 31-1932502 et al.) or by the Amended Order of the Honourable Mr. Justice Newbould dated December 8, 2014 in these proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (the "**PPSA**"); and (iii) those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include (a) the Permitted Encumbrances affecting title to the Lands listed on Schedule "D", and (b) any valid, and enforceable security interests including "purchase-money security interests" as those terms are defined in the PPSA or any valid and enforceable true leases in and to the Equipment and Inventory, in each case having priority to the Crawmet GSA, other than any of the foregoing which have been barred pursuant to the Property Claims Procedure Order of this Court dated December 23, 2014; and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

8. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of the Regional Municipality of York of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject Lands identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule "C" hereto.

9. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net cash proceeds from the sale of the Purchased Assets, if any, shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net cash proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets

immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

10. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

11. **THIS COURT ORDERS** that upon Closing of the Transaction in respect of the Purchased Assets:

a) Farber, in its personal capacity and in its capacities as Receiver and Trustee, be and hereby is authorized but not obligated to assist KKI in the prosecution of and realization on Claims, provided that any such assistance is at the expense of KKI; and

b) counsel for the Receiver and Trustee, Goldman Sloan Nash & Haber LLP ("**GSNH**"), be and hereby is authorized but not obligated to act for or assist KKI in the prosecution of and realization on Claims, provided that if GSNH so acts for or assists KKI:

i) it shall be at the expense of KKI, and

ii) GSNH shall abide by all applicable requirements in connection with multiple client retainers.

12. **THIS COURT ORDERS** that Confidential Appendix "A" and Confidential Appendix "B" to the Third Report of the Receiver dated February 8, 2015 shall continue to be sealed until further Order of this Court.

13. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser and KKI all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. The Purchaser and KKI shall maintain and protect the privacy of such information and shall be entitled to use the

personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.

14. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings; and

(b) the pendency of the bankruptcy proceedings pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors,

the vesting of the Purchased Assets in the Purchaser and KKI pursuant to this Order shall be binding on the trustee in bankruptcy appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

16. **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.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

MAR 31 2015
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Schedule A – Form of Receiver's Certificate

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.

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to the Amended Order of the Honourable Mr. Justice Newbould of the Ontario Superior Court of Justice (the "Court") dated December 8, 2014, A. Farber & Partners Inc. was appointed as the receiver (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings and properties 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"**).

B. Pursuant to an Order of the Court dated March ■, 2015 (the **"Approval and Vesting Order"**), the Court approved the agreement of purchase and sale made as of February 8, 2015 (the "**Sale Agreement**") between the Receiver and 2450902 Ontario Limited (the "**Purchaser**") and provided for the vesting in the Purchaser and Krates Keswick Inc. (**"KKI"**) of all of the right, title and interest of the respective Debtors in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser and KKI of a certificate confirming (i) the payment by the Purchaser and KKI of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 6 of the Sale Agreement have been satisfied or waived by the Receiver, the Purchaser and KKI;

and (iii) the Transaction, as defined in the Approval and Vesting Order, has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Vesting Order or in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser and KKI have paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in Article 6 of the Sale Agreement have been satisfied or waived by the Receiver, the Purchaser and KKI; and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

A. FARBER & PARTNERS INC., in its capacity as Court Appointed Receiver of Crate Marine Sales Limited, F. S. Crate & Sons Limited, 1330732 Ontario Limited, 1328559 Ontario Limited, 1282648 Ontario Limited, 1382415 Ontario Ltd., and 1382416 Ontario Ltd., and not in its personal capacity.

Per: _____

Name:

Title: Senior Vice President

SCHEDULE "B"
LEGAL DESCRIPTION OF THE LANDS

OWNER: F. S. CRATE & SONS LIMITED

PIN 03475-0147 (LT)

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

PIN 03475-0140 (LT)

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

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

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

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

OWNER: 1328559 ONTARIO LIMITED

PIN 03475-0923 (LT)

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

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

PIN 03475-0901 (LT)

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

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

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

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

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

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

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

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

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

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

PIN 03475-0902 (LT)

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

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

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

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

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

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

OWNER: 1282648 ONTARIO LIMITED

PIN 03475-0924 (LT)

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

Together with a right as in Instrument Number R717318, Georgina

PIN 03475-0925 (LT)

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

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

PIN 03475-0146 (LT)

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

Subject to Instrument Number R717318, Georgina.

PIN 03475-0898 (LT)

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

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

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

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

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

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

PIN 03475-0900 (LT)

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

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

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

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

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

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

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

PIN 03475-0899 (LT)

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

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

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

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

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

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

OWNER: 1330732 ONTARIO LIMITED

PIN 03475-0150 (LT)

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

Together with a right over Part 2 on Plan 65R-2527 as in Instrument Number LT23068, Georgina.

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

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

SCHEDULE "C"
CLAIMS TO BE DELETED AND EXPUNGED FROM TITLE TO THE LANDS

PIN: 03475 – 0147

Instrument Number R616567 being a Notice of Lease registered on April 16, 1994 in favour of Crate Marine Sales Limited. The Notice of Lease was for a term of 3 years, expiring on December 31, 1995, with an option to renew for two further periods of 3 years each.

Instrument Number R616569 registered on April 16, 1993 is an Assignment General in favour of Roynat Inc. and the related Charge has been discharges from title.

Instrument Number YR308636 registered on June 2, 2003 is a Postponement of Interest, postponing the charge registered as Instrument Number R682102 to the charge registered as Instrument Number YR34429. Both Instrument Number R682102 and Instrument Number YR34429 have been discharged from title.

PIN: 03475 – 0140

Instrument Number R536464, registered on March 5, 1990, is an Agreement between June Olive Whiting, being the owner of Lands described as Part 2 on Plan 65R-13692 (the "Whiting Lands") and F.S. Crate & Sons Limited, relating to a right of first refusal to purchase the Whiting Lands, which option may be exercised as long as June Olive Whiting owns the Whiting Lands. **Note:** The Whiting Lands were conveyed to Steven Crate on November 22, 2004 - See PIN 03475-0165 (LT).

Instrument Number R616567 being a Notice of Lease registered on April 16, 1994 in favour of Crate Marine Sales Limited. The Notice of Lease was for a term of 3 years, expiring on December 31, 1995, with an option to renew for two further periods of 3 years each.

Instrument Number R616569 registered on April 16, 1993 is an Assignment General in favour of Roynat Inc. and the related Charge has been discharges from title.

SCHEDULE "D"
PERMITTED ENCUMBRANCES RELATING TO THE LANDS

(i) Any reservations, restrictions, rights of way, easements or covenants that run with the Lands;

(ii) Registered agreements with any municipal, provincial or federal governments or authorities and any public utilities or private suppliers of services, including, without limitation, subdivision agreements, development agreements, site plan agreements, cost sharing agreements, engineering, grading or landscaping agreements and similar agreements;

(iii) Easements and servitudes, including those registered on title, which do not materially and adversely impair the use of the Lands for the purpose for which they are presently held or used;

(iv) Registered easements for the supply of utilities or telephone services to the Lands and for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services and all licences, easements, rights-of-way, rights in the nature of easements and agreements with respect thereto not registered on title to the Lands, including without limitation, agreements, easements, licences, rights-of-way and interests in the nature of easements for sidewalks, public ways, sewers, drains, utilities, gas, steam and water mains or electric light and power, or telephone telegraphic conduits, poles, wires and cables;

(v) Easements or rights of way in favour of any governmental body, any private or public utility, any railway company or any adjoining owner;

(vi) Defects or irregularities or encroachments, rights of way or other discrepancies in title or possession disclosed by any errors or omissions in existing surveys of the Lands or of neighbouring properties and any title defect, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Lands;

(vii) Minor encroachments by the Lands over neighbouring lands which do not materially and adversely impair the use of the Lands;

(viii) With respect to instruments registered via Teraview Electronic Registration System ("TERS System"), any error or omission in the receipt, transmission or recording of such instrument, or of any of the particulars contained in such instruments, subsequent to creation and electronic delivery of same to Teranet Real Property Information Services Inc. *via* the TERS System;

(ix) Zoning, land use and building restrictions, bylaws, regulations and ordinances of federal, provincial, municipal or other governmental bodies or regulatory authorities, including, without limitation, municipal by-laws and regulations and airport zoning regulations;

(x) Laws, by-laws and regulations affecting the Lands;

(xi) Outstanding work orders, stop work orders, deficiency notices, notices of violation, infractions, open permits and compliance requests affecting the Lands;

(xii) The reservations, limitations, provisos and conditions, if any, expressed in any original grant from the Crown, unpatented mining claims and native land claims;

(xiii) The standard exceptions and qualifications contained in the *Land Titles Act* (Ontario), the *Registry Act* (Ontario) and the *Condominium Act, 1998* (Ontario), as applicable;

(xiv) Any right of expropriation, access or user vested in any governmental or public body or authority;

The Crawmet Charges

(xv) Instrument Number YR1763076 being a Charge in favour of Crawmet Corp. registered on December 22, 2011 in the principal amount of $2,000,000.00

(xvi) Instrument Number YR2077245 being a Charge in favour of Crawmet Corp. registered on December 20, 2013 in the principal amount of $7,000,000.00

(xvii) Instrument Number YR2077260 being a Postponement of Instrument Number YR2077239 to Instrument Number YR2077245 registered on December 20, 2013

(xviii) Instrument Number YR2077263 being a Postponement of Instrument Number YR1763076 to Instrument Number YR2077245 registered on December 20, 2013

(xix) Instrument Number YR1763856 being a Postponement of Instrument Number YR1011208 to Instrument Number YR1763076 registered on December 23, 2011

(xx) Instrument Number YR2077247 being a Postponement of Instrument Number YR10112108 to Instrument Number YR2077245 registered on December 20, 2013

The Powell Charges.

(xxi) Instrument Number YR1011208 being a Charge in favour of Dwight Powell Investments Inc. registered on July 3, 2007 in the principal amount of $7,500,000.00

(xxii) Instrument Number YR2077239 being a Charge in favour of Dwight Powell Investments Inc. registered on December 20, 2013 in the principal amount of $7,500,000.00

(xxiii) Instrument Number YR1347517 being a Charge in favour of Dwight Powell registered on July 23, 2009 in the principal amount of $550,000.00

PIN 03475-0140 (LT)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PIN 03475-0150 (LT)

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

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

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

Commercial List File No. CV-14-10798-0CL

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

APPROVAL AND VESTING ORDER

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