

Court File No. 07-CL-7077

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE \_\_\_\_\_ )  
JUSTICE Peter A. Cummings )

FRIDAY, THE 5th DAY

OF OCTOBER, 2007

**1261746 ONTARIO INC., WILNOR HOLDINGS LTD., LIGHTHOUSE EQUITIES LTD., WILLIAM H. BROWN and ROBERT HART**

Applicants

- and -

**PETER SABOURIN, SABOURIN AND SUN CANADA INC., SABOURIN AND SUN INC., SABOURIN AND SUN (BVI) INC., SABOURIN AND SUN GROUP OF COMPANIES INC., GROUP NORTH PROPERTIES LTD., WHISPERING PINES GOLF COURSE LIMITED, 166815 ONTARIO INC., 1684164 ONTARIO LTD., 1692373 ONTARIO LTD., 1692374 ONTARIO LTD., ALMAGUIN PARKLANDS INC., 1670342 ONTARIO LTD., carrying on business as PICKERAL LAKE LODGE LIMITED, 1681114 ONTARIO LTD., carrying on business as GROUP WEST LTD., 1673227 ONTARIO INC., carrying on business as BIRCHWOOD CAMP, 1689542 ONTARIO LTD., carrying on business as PINES COTTAGE RESORT, 1695083 ONTARIO LTD., carrying on business as PRIVILEGE RESORTS INTERNATIONAL INC., VECTOR FINANCIAL SERVICES LIMITED, HANNA MINSKY, RISA SHARE, HOWIS SHARE, TAMARA WEISZ, SHERRI WEISZ, ROBERT WEISZ, FLORENE SHUBER, CIBC TRUST CORPORATION as TRUSTEE for SDRRSP NO. 19499 and CITIZENS BANK OF CANADA**

Respondents

**ORDER**

THIS MOTION, made by the Plaintiff for an Order pursuant to Section 101 of the *Courts of Justice Act*, R.S.O 1990 c. C.43, as amended (the "CJA") appointing Mintz & Partners

*PAC*  
*Camden Trading*  
*Hol. PAC*

*PAC*

Limited as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Respondents (collectively, the "Debtor") was heard this day at 393 University Avenue, Toronto, Ontario. *see 'L' attached as schedule 'A' - JMC*

ON READING the Affidavits of William H. Brown sworn 20 June 2007 and Paul McGrath sworn 1 October 2007 and the Exhibits thereto, Notice of Application, Certificate of Pending Litigation and Consent of Mintz & Partners Limited to act as the Receiver and on hearing the submissions of counsel for the parties.

### SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion returnable October 4<sup>th</sup>, 2007, Supplementary Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

### APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 101 of the CJA, Mintz & Partners is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). *Mintz & Partners Limited JMC*

### RECEIVER'S POWERS

3. 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 and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of 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 Debtor, 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 Debtor;
- (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 powers and duties conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (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 Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- ~~(j) 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 Debtor, 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; *PAC*

(k) 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; *other than 1670342 Ontario Inc COB on Pickeral Lake Lodge* *PAC*

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, *with the approval of this Court in respect of any transaction* *PAC*

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

*PAC* (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. *PAC*

(m) 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;

(n) 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;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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 Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; <sup>and</sup> provided however that the Receiver will seek the prior approval of the Court <sup>for</sup> ~~and~~ <sup>for</sup>
- (s) to take any steps reasonably incidental to the exercise of these powers,

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 Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its 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.

5. 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 Debtor, 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.

6. 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**

7. 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 DEBTOR OR THE PROPERTY**

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced <sup>or continued</sup> ~~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 Debtor or the Property are hereby stayed and suspended pending further Order of this Court.~~

**NO EXERCISE OF RIGHTS OR REMEDIES**

9. THIS COURT ORDERS that all rights and remedies against the Debtor, 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 nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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**

10. 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 Debtor, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor 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 Debtor 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 Debtor's 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 Debtor 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**

12. 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**

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

14. 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 Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

15. 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**

16. 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. 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**

17. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and 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 (the "Receiver's Charge"). <sup>sac</sup> provided however that there is a limit of \$150,000 <sup>per</sup> as a first charge without further approval of the court - sac

18. THIS COURT ORDERS 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.

19. 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 normal 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**

*sac*  
20. 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 \$ \_\_\_\_\_ (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. *sac*

*PAC*  
21. 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.

22. 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.

23. 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. *PAC*

#### GENERAL

24. 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.

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

26. 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.

27. 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.

28. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or,

*PAC* The issue of costs in respect of this motion is renewed for consideration at a later date. *PAC*

OCT 10 2007

if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine. *PAC*

PER/PAR: *Mh*

29. 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.

30. THIS COURT ORDERS that Group North Properties Ltd., Whispering Pines Golf Course Limited, 166815 Ontario Inc., 1684164 Ontario Ltd., 1692373 Ontario Ltd., 1692374 Ontario Ltd., Almaguin Parklands Inc., 1670342 Ontario Ltd., carrying on business as Pickeral Lake Lodge Limited, 1681114 Ontario Ltd., carrying on business As Group West Ltd., 1673227 Ontario Inc., carrying on business as Birchwood Camp, 1689542 Ontario Ltd., carrying on business as Pines Cottage Resort, 1695083 Ontario Ltd., carrying on business as Privilege Resorts International Inc., *PAC* <sup>CAMERON TRADING LTD. - PAC</sup> Hanna Minsky, Risa Share, Howis Share, Tamara Weisz Sherri Weisz, Robert Weisz, Florene Shuber, CIBC Trust Corporation as Trustee for SDRRSP No. 19499 and Citizens Bank of Canada <sup>give to these proceedings PAC</sup> are added as Respondents, and shall be included in the term Debtor as defined in the first paragraph of this Order. ~~The added Respondents (Debtor) each claim an interest in the properties listed under the Certificate of Pending Litigation annexed hereto as Schedule "B".~~

31. THIS COURT ORDERS that all parties be served with a copy of this Order within seven (7) days.

*PAC* 32 This COURT ORDERS that the Receiver shall provide an interim report to this court on or before Nov 8th 2007 & there shall be a further hearing before this court on that date. *PAC* to seek court approval

*PAC* 33 This Court further orders that the Respondent Peter Sabourio shall be entitled to request funds which would otherwise be subject to this order, to retain legal counsel & to defray reasonable living expenses pending the return date of Nov 14th, 2007, in amounts to be approved by this court & subject to further order of this court. *PAC*

*(C) Tolson & Co. P.O. B.C. : J.*

## Schedule A

Peter Sabourin  
Sabourin and Sun Canada Inc,  
Sabourin and Sun Inc, Sabourin and Sun (BVI) Inc.,  
Sabourin and Sun Group of Companies Inc.,  
Group North Properties Ltd.,  
Whispering Pines Golf Course Limited,  
166815 Ontario Inc.,  
1684164 Ontario Ltd.,  
1692373 Ontario Ltd.,  
1692374 Ontario Ltd.,  
Almaguin Parklands Inc.,  
1670342 Ontario Inc., COB Pickeral Lake Lodge Limited,  
1681114 Ontario Ltd., COB Group West Ltd.,  
1673227 Ontario Inc., COB Birchwood Camp,  
1689542 Ontario Ltd., COB Pines Cottage Resort,  
1695083 Ontario Ltd COB Privilege Resorts  
International Inc,  
Camdeton Trading Ltd.

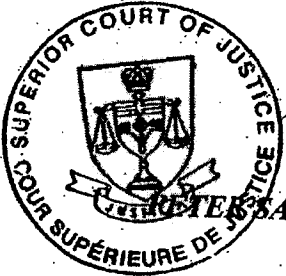
ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

BETWEEN:

1261746 ONTARIO INC., WILNOR HOLDINGS LTD., LIGHTHOUSE EQUITIES LTD.,  
WILLIAM H. BROWN and ROBERT HART

Applicants

- and -



SABOURIN, SABOURIN AND SUN CANADA INC., SABOURIN AND SUN INC.,  
SABOURIN AND SUN (BVT) INC., and  
SABOURIN AND SUN GROUP OF COMPANIES INC.

Respondents

**CERTIFICATE OF PENDING LITIGATION**

I CERTIFY that in this proceeding an interest in the following lands is in question:

1. **Municipal Address:** Whispering Pines Golf Course, 451 Golf Course Road, Huntsville, ON; **Legal Description:** Part of Lot 15 in the 4<sup>th</sup> Concession, former Township of Chaffey, now Town of Huntsville, District Municipality of Muskoka, described in Schedule annexed hereto as "Property No. 1" – Description continued"
2. **Municipal Address:** 157 Yonge Street, Burks Falls, ON; **Legal Description:** Lot 2, Plan 26, North Side of Yonge Street, Village of Burk's Falls, District of Parry Sound

- 3. Municipal Address:** Almaguin Parklands Campground, Township of Armour  
**Legal Description:** PCL 11173 SEC SS; PT LT 15 CPM 2 Armour PT 4, 42R6558; PT BROKEN LT 15 CON 1 Armour PT 3, 42R6558; Armour; District of Parry Sound (all of PIN 52144-0163); Secondly PCL 11174 SEC SS; PT LT 15 CON 2 Armour; Parts 1&2, 42R6558 except 42R10374, PT 1, 42R10647 & 42R13375; S/T LT251216; Armour, District of Parry Sound (all of PIN 52144-0162).
- 4. Municipal Address:** 20 Scotia Road, Emsdale, Ontario  
**Legal Description:** Part of Lot 16, Concession 9, Township of Perry, District of Parry Sound, designated as Part 1, Plan 42R-15544 together with right-of-way over Part of Lot 16, Concession 9, Township of Perry, District of Parry Sound designated as Part 3, Plan 42R-6022
- 5. Municipal Address:** RR #2, Burk's Falls, ON; **Legal Description:** Remainder of Parcel 11669, Parry Sound South Section, Part Broken Lot 30, Concession 10 Township of Armour, District of Parry Sound, Registry: part Lot 29, Concession 10, designated as Firstly: Parts 4, 6, and 9, Plan 42R-14173, described in Schedule annexed hereto as "Property No. 2" – Description continued"
- 6. Municipal Address:** 15467 Ontario Street, Burks Falls, Ontario  
**Legal Description:** Part of Lot 37, Pregistrar's compiled Plan 315, Designated as Part 2, Plan 42R-15467, Township of Armour, District of Parry Sound
- 7. Municipal Address:** 422 Lakeview Drive, Burks Falls, Ontario  
**Legal Description:** Parcel 5825 in the Register for Parry Sound, South Section, being Part of Lots 16 & 17, Concession 12, Township of Ryerson, District of Parry Sound.
- 8. Municipal Address:** 4575 Highway No. 6, Dwight, ON  
**Legal Description:** Part of Lot 9, Concession 13, Designated as Part 3, Plan 19R-7029, Township of McClintock, County of Hailburton (No. 19)

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9. **Municipal Address:** 1032 Oxtongue Lake Road, R.R. 1, Dwight, ON  
**Legal Description:** Part of Lots 4 and 5, Concession 12, Township of McClintock,  
County of Haliburton, described in Schedule annexed hereto as "Property No.  
3" – Description continued"

10. **Municipal Address:** 689 Evergreen Trail, Huntsville, ON  
**Legal Description:** Part of Lot 32, Concession 9, and Part of Lot 32, Concession 0  
Township of Stephenson (Now town of Huntsville) District Municipality of Muskoka,  
designated as part 12, Plan 35R-10294, as previously described in Instrument No.  
318122 and in Schedule annexed hereto as "Property No. 4" – Description  
continued"

This certificate is issued under an Order of the Court made on June 29<sup>th</sup>, 2007.

Date of Issuance:

July 04, 2007



Local Registrar  
Address of the Court Office:  
393 University Ave., 10th Floor  
Toronto, ON



Additional Property Identifier(s) and/or Other Information

DESCRIPTION CONTINUED

That part of Lot 15, Concession 4, Township of Chaffey, now Town of Huntsville, more particularly described as follows:

BEING THAT PART of the said Lot 15, Concession 4, Township of Chaffey that lies south of the lands expropriated by Department of Highways by Instrument No. 6839, the southerly limit of which said Highway may be described as follows:

COMMENCING at a point in the easterly limit of said lot distant fourteen hundred and seventy-four and 94/100 feet (1474.94) measured South 21 degrees 10 minutes East thereon from the northeasterly angle of said lot;

THENCE South 49 degrees 01 minute West a distance of fourteen hundred and forty-two and 51/100 (1442.51) feet to a point in the westerly limit of said lot;

SUBJECT TO AN EASEMENT in favour of the Hydro Electric Power Commission of Ontario as set out and shown on a sketch attached to Instrument No. 5978 (Chaffey) and more particularly described as follows:

ALL THAT PART of Lot 15 lying east of line drawn parallel to and distant 16.5 feet measured westerly from and at right angles to a centre line and centre line produced of wood pole transmission line, which centre line may be located as follows:

COMMENCING at the south-west angle of Lot 16, Concession 4;

THENCE northerly along the western limit of said Lot 16, 149.1 feet;

THENCE South 10 degrees 24 minutes West 127.6 feet to the said point of commencement of the herein described centre line;

THENCE South 10 degrees 24 minutes West 53.2 feet more or less to the southern limit of said Lot 15.

<sup>SUBJECT</sup> <sup>RIGHT OF</sup> RESERVING TO THE GRANTOR IN INSTRUMENT NO. 13666 the right to remove from the lands hereinafter described such sand, gravel, and/or fill as he sees fit for a period expiring one year next following the date on which the New Provincial Highway is constructed and in use by the public on the lands immediately adjoining on the north of the lands hereby conveyed; the lands affected by the reservations hereinbefore set forth being described as follows:

COMMENCING at the northwesterly angle of the lands herein conveyed;

THENCE easterly along the northerly limit thereof, being also the southerly limit of the Highway lands described in Instrument No.

6839 a distance of three hundred (300.0) feet;

THENCE southerly and at right angles to said limit a distance of three hundred (300.0) feet;

THENCE westerly and parallel to said limit a distance of three hundred (300.0) feet;

THENCE northerly and at right angles to said limit a distance of three hundred feet (300.0) to the place of the beginning;

BEING THE LANDS MOST RECENTLY DESCRIBED in Instrument No. 26601.



# PROPERTY NO. 2

## Legal Description continued

Additional Property Identifier(s) and/or Other Information

Box 5(Description) cont'd:

Secondly: Part of Lot 29, Concession 10, Township of Armour, more particularly described as follows:

Premising that the westerly limit of Lot 29 has a course of North 22 degrees 06 minutes 30 seconds west and relating all bearings herein thereto:

Commencing at the north west angle of Lot 29, Concession 10 of the said Township:

Thence south 22 degrees 06 minutes 30 seconds east along the westerly limit of said Lot 29, Concession 10 in the said Township a distance of 347.61 feet to an iron bar planted.

Thence continuing south 22 degrees 06 minutes 30 seconds east along the westerly limit of said Lot 29 a distance of 145.04 feet to an iron bar planted which point is the point of commencement of the lands hereinafter particularly described:

Thence in a direction north 67 degrees 53 minutes 30 seconds east a distance of 66 feet to an iron bar planted;

Thence in a direction south 81 degrees 45 minutes 50 seconds east a distance of 109.76 feet to an iron bar planted.

Thence north 68 degrees 53 minutes 30 seconds east a distance of 1,043.75 feet to an iron bar planted;

Thence south 21 degrees 02 minutes 35 seconds east a distance of 66 feet to a point;

Thence north 68 degrees 53 minutes 30 seconds west a distance of 1,203.28 feet to the westerly limit of Lot 29 Concession 10;

Thence north 22 degrees 06 minutes 30 seconds west 118.62 feet along the said westerly limit of Lot 29 Concession 10 to the said place of beginning. As described as Secondly in Instrument No. 75495 and outlined in red on Sketch attached to Instrument No. 44955.

Thirdly: All Lot 29, Concession 10 lying south of Part A, Plan PSR-1890 as described in Instrument No. 75495

All in the Township of Armour, District of Parry Sound.

# PROPERTY NO. 3

Legal Description continued

## SCHEDULE AND DESCRIPTION

**ALL AND SINGULAR** that certain parcel or tract of land and premises, situate, lying and being in the Township of McClintock in the County of Haliburton and being composed of Part of Lots 4 and 5 in Concession 12 of the said Township which is shown outlined in red on a blueprint of plan of survey dated May 20, 1952 made by Maurice W. Fitz Maurice, O.L.S., and attached to instrument No. 276 and which said part is described as follows:

**COMMENCING** at the northeast angle of the said Lot 4;

**THENCE** south 20 degrees 39 minutes east, 2,160 feet along the easterly limit of the said Lot 4 to an iron post in the southeastern limit of Highway No. 60;

**THENCE** south 18 degrees 30 minutes west, 37.6 feet along the said southeasterly limit to the place of beginning of the lands herein described;

**THENCE** south 18 degrees 39 minutes west, 200 feet along the said southeastern limit;

**THENCE** south 51 degrees 10 minutes east, 747.9 feet to the highwater mark of the Oxtongue Lake;

**THENCE** in a general northeasterly direction, along the said highwater mark, 200 feet more or less to a point which is intersected by a line drawn on a bearing of south 50 degrees 50 minutes east from the place of beginning;

**THENCE** north 50 degrees 50 minutes west, 746.7 feet to the place of beginning.

**TOGETHER WITH A RIGHT OF WAY** over the southwest 6 feet of the lands to the southeast of the within described lands, to a depth of 440 feet from the southeastern limited of Highway No. 60;

**AND SUBJECT** to a right of way over the northeast 12 feet of the lands herein described to the same depth; these rights of way forming a mutual driveway for the use of the owners and occupants from time to time of the within described lands and the lands to the southeast of these lands.

As described in Instrument No. 266618



**PROPERTY NO. 4**  
**Legal Description continued**

Additional Property Identifier(s) and/or Other Information

**DESCRIPTION BOX 5 continued**

Together with a right-of-way for all of the usual purposes in, over, along and upon that Part of Lot 32, Concession 10, Township of Stephenson, now Town of Huntsville, designated as Parts 1, 4, 5, 13 and 15 on Plan 35R-15655;

Together with a right-of-way for all of the usual purposes in, over, along and upon that Part of Lot 32, Concession 9, Township of Stephenson, now Town of Huntsville, and that Part of Lot 32, Concession 9, Township of Stephenson, now Town of Huntsville, designated as Part 14 on Plan 35R-15655

as previously described in instrument number 331457

1261746 ONTARIO INC. et al

(Short title of proceeding)

Applicants

- and -

PETER SABOURIN, et al

Respondents

Court file no. 07-CL-7077

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL COURT**  
Proceeding commenced at TORONTO

**ORDER**

**DANSON, ZUCKER AND CONNELLY**  
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