

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

B E T W E E N:

ROMAS KARTAVICIUS

Applicant

- and -

OAK BAY DEVELOPMENTS INC. and OAK BAY GOLF CLUB INC.

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C 1985, c.B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C43, AS AMENDED**

**MOTION RECORD
(Returnable March 27, 2015)**

March 16, 2015

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Lawyers for Deloitte Restructuring Inc.,
in its capacity as court appointed receiver
of Oak Bay Developments Inc. and for
Romspen Investment Corporation.

TO: Receivership Service List (see Schedule "B")

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TAB 1

Court File No. CV-14-10703-00CL

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

BETWEEN:

ROMAS KARTAVICIUS

Applicant

- and -

OAK BAY DEVELOPMENTS INC. and OAK BAY GOLF CLUB INC.

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C 1985, c.B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C43, AS AMENDED**

NOTICE OF MOTION

DELOITTE RESTRUCTURING INC. (“**Deloitte**”), in its capacity as court appointed receiver (the “**Receiver**”) of Oak Bay Developments Inc. (the “**Debtor**”) will make a motion to a judge presiding over the Commercial List at 10:00 a.m. on March 27, 2015, at 330 University Avenue, Toronto, Ontario.

THE PROPOSED METHOD OF HEARING: The motion will be heard orally.

THE MOTION IS FOR an Order substantially in the form of the draft attached as Schedule “A”
“A” hereto:

1. if necessary, abridging the time for service of the Notice of Motion and Motion Record herein, validating service of the Notice of Motion and Motion Record, and dispensing with further service thereof;
2. approving the First Report to the Court of the Receiver dated March 11, 2015 (the “**First Report**”) and the Receiver’s actions and activities as set out in the First Report;
3. vacating the claim for lien and certificate of action of the lien claimant Noble Corporation (“**Noble**”) upon the posting of security with the Accountant of the Ontario Superior Court of Justice;
4. vacating the claims for lien and certificates of action of the lien claimant E-M Air Systems Inc. (“**E-M Air**”) upon the posting of security with the Accountant of the Ontario Superior Court of Justice;
5. granting leave to bring the within motion to vacate the claims for lien and certificates of action in Toronto;
6. approving and accepting the Receiver’s Interim Statement of Receipt and Disbursements for the period from November 12, 2014 to February 27, 2015, as set out in Appendix “N” to the First Report;
7. amending the Appointment Order (as defined below) to increase to \$1,550,000.00 the amount the Debtor is authorized to obtain and borrow under the EOH Credit Facility (as defined in the Appointment Order) established by EOH Realty Services Inc. (“**EOH**”) for the sole purpose of funding the Mandate (as defined in the Appointment Order), with the

increase in the EOH Credit Facility being on the same terms and conditions set out in Commitment Letter (as defined in the Appointment Order) for that Facility, and with the security and priority of the increase in EOH Credit Facility being as provided for in paragraphs 23 and 24 in the Appointment Order;

8. in the alternative, amending the Appointment Order to increase the Receiver's borrowing limit under the Appointment Order from \$125,000.00, to \$475,000.00;
9. approving the fees and disbursements of the Receiver for the period up to February 23, 2015; and,
10. such further and other relief as counsel may request and this Court may permit.

THE GROUNDS FOR THE MOTION ARE:

1. pursuant to an Order (the "**Appointment Order**") of Justice Wilton-Siegel of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 12, 2014 (the "**Receivership Date**"), following an application made on behalf of Romas Kartavicious (the "**Applicant**"), Deloitte was appointed as Receiver of all of the current and future assets, undertakings and properties of the Debtor acquired for, or used in relation to 26 residential units (the "**Units**") of The Residences of Oak Bay Golf and Country Club (collectively, the "**Property**") for the limited purpose of administering the completion of the construction of the Units currently subject to agreements of purchase and sale with third parties (the "**APSs**") in order to allow the Debtor to close the sale of the Units;
2. as set out in the Appointment Order, the appointment of the Receiver was for "the limited purpose of administering the completion of the construction of the Units currently subject the APSs in order to allow the Debtor, under the management and direction of the

Applicant but at all times subject to the consent and approval of the Receiver, to complete and close the sale of the Units and remit the proceeds of sale of the Units to the Receiver for distribution as directed by this Court (the “**Mandate**”);

State of Construction of the Units

3. the Units form part of a 32-unit complex consisting of 4 blocks (identified as 1 through 4) containing 8 units each (the “**Condo Villas**”). The six units that are not included in the Mandate are spread throughout the complex;
4. as of the Receivership Date, construction of 10 of the 26 Units had been completed and the purchasers were occupying those Units pursuant to interim occupancy agreements as provided for in their APS. The remaining 16 Units were also the subject of APSs, but were not yet being occupied;
5. the completion of the Units took longer than anticipated, and as a result so has the time for the architect to sign the Certificate of Architect or Engineer (Schedule G to Declaration for a Standard or Leasehold Condominium Corporation) (the “**Schedule G Certificate**”) certifying that the buildings have been constructed in accordance with the *Condominium Act, 1998*;
6. the closings of the Units are now expected to take place sometime in April, 2015;

Closing the Units

7. three of the 26 Units are no longer subject to APSs. Of the 23 that are still subject to APSs, 20 have now closed on an interim occupancy basis. The remaining three are scheduled to close on an interim basis on dates through March 2015;

8. on or about March 10, 2015, the Debtor submitted the condominium plans to the land registry office for examination and approval. Once the condominium plans are approved by the land registry office, mylars and documents will be submitted to the District Municipality of Muskoka (the "**District**") for its review and signature after which the condominium plans will be submitted to the land registry office for registration. The Receiver has been advised that the entire process should take between two to four weeks;

The Construction Liens to be Vacated

The Noble Lien

9. Noble supplied plumbing equipment and related materials for the project. On September 22, 2014, it registered a claim for lien in the amount of \$25,836.94 as instrument MT143911 and perfected the lien by registering a certificate of action on October 31, 2014 as instrument number MT145601 (the "**Noble Lien**");
10. the appropriateness of the lien is unclear; however, there is not sufficient time to adjudicate the Noble Lien in advance of the closings of the APSs and vacate the claim for lien and certificate of action. Accordingly, the Receiver seeks to post security into court in the amount of \$32,296.18, being the full amount of the Noble Lien (\$25,836.94) plus 25% for costs (\$6,459.24) in order for clear title to be conveyed to the purchasers of the Units;

The E-M Air Liens

11. E-M Air supplied HVAC services and materials for the project. On November 27, 2014, E-M Air registered two Claims for Lien totaling \$65,118.00 as instrument numbers MT146631 (\$21,706.00) and MT146632 (\$43,412.00) (collectively, the "**E-M Air**

Liens”). On December 23, 2014, actions were commenced in relation to the E-M Lien Claims, and Certificates of Action were registered on January 6, 2015 as instrument numbers MT147955 (\$21,607.00) and MT147954 (\$43,412.00);

12. Management of the Debtor has advised the Receiver that while they dispute the appropriateness of the E-M Air Liens, there is not sufficient time in advance of the impending final closings of the APSs to bring a motion to discharge the liens and vacate the E-M Air Liens and certificates. Accordingly, the Receiver proposes at the appropriate time in advance of the closings of the APSs to post security into court in the amount of \$81,397.50 (\$27,132.50 for one, and \$54,265.00 for the other), being the full amount of the two E-M Air Liens (\$65,118.00) plus 25% for costs (\$16,279.50);

Debtor's Borrowings

13. pursuant to the Appointment Order, the Debtor was permitted to borrow from EOH up to \$1,200,000.00 from the EOH Credit Facility for the purpose of funding the Mandate, and on November 13, 2014, the Debtor advanced \$1,000,000.00 to the Receiver from the EOH Credit Facility. In accordance with the Appointment Order, the Debtor also advanced (from the EOH Credit Facility) approximately \$35,000 directly to Industrial Commercial Bank of China (Canada) (“**ICBK**”) and approximately \$132,000 directly to First Source Investment Corporation/Romspen Investment Corporation (“**First Source/Romspen**”) in respect of interest arrears on loans these lenders had made to the Debtor;

14. as at February 27, 2015, the balance of funds in the Receiver's possession was \$303,363.59. The Receiver's projected future disbursements to March 15, 2015 are approximately \$651,174.00, indicating a projected cash shortfall of approximately \$348,000.00 (the "**Shortfall**") to complete the Mandate;
15. the Debtor has advised the Receiver that EOH is prepared to fund the Shortfall by way of an increase of \$350,000 in the EOH Credit Facility;
16. accordingly, the Receiver is seeking an Order amending the Appointment Order to increase the amount the Debtor is authorized to obtain and borrow under the EOH Credit Facility to \$1,550,000.00 for the sole purpose of funding the Mandate, with the increase in the EOH Credit Facility being on the same terms and conditions set out in Commitment Letter (as defined in the Appointment Order) for that Facility, and with the security and priority of the increase in EOH Credit Facility being as provided for in paragraphs 23 and 24 in the Appointment Order;
17. in the alternative, if EOH will not fund the Shortfall, the Receiver requires a \$350,000.00 increase in its borrowing limit under the Appointment Order to \$475,000.00 to fund the Shortfall (the original \$125,000.00 borrowing limit established under the Appointment Order is being retained as it will remain at that level if EOH funds the Shortfall);
18. the interim statement of receipts and disbursements of the Receiver attached as Appendix "N" to the First Report is a fair and accurate representation of the funds received and disbursed directly by the Receiver since the appointment of the Receiver up to February 27, 2015;

19. the fees and disbursements of the Receiver and its counsel are fair and reasonable in the circumstances;
20. the *BIA*;
21. the *CJA*;
22. section 44 of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended;
23. Rule 3.02 of the Rules of Civil Procedure; and,
24. such further and other grounds as counsel may advise and this Honourable Court permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

1. The First Report to the Court of the Receiver, dated March 11, 2015;
2. the Affidavit of Hartley Bricks sworn February 23, 2015; and,
3. such further and other evidence as counsel may advise and this Court permit.

March 16, 2015

BLANEY MCMURTRY LLP
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Toronto, Ontario, M5C 3G5

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Lawyers for Deloitte Restructuring Inc., in its capacity as court appointed receiver of Oak Bay Developments Inc., and for Romspen Investment Corporation

TO: Receivership Service List (see Schedule "B")

TAB A

SCHEDULE "A"

Court File No. CV-14-10703-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

THE HONOURABLE) FRIDAY, THE 27th DAY
JUSTICE) OF MARCH, 2015

B E T W E E N:

ROMAS KARTAVICIUS

Applicant

- and -

OAK BAY DEVELOPMENTS INC. and OAK BAY GOLF CLUB INC.

Respondents

ORDER

THIS MOTION made by Deloitte Restructuring Inc., in its capacity as Receiver of all of the current and future assets, undertakings and properties of Oak Bay Developments Inc. (the "**Debtor**") acquired for, or used in relation to 26 residential units (the "**Units**") of The Residences of Oak Bay Golf and Country Club (collectively, the "**Property**") for the limited purpose of administering the completion of the construction of the Units currently subject to agreements of purchase and sale with third parties (the "**APSS**") in order to allow the Debtor to close the sale of the Units (in that capacity, the "**Receiver**"), for an Order (i) abridging the time

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for service of the notice of motion and motion record herein, (ii) approving the First Report of the Receiver dated March 11, 2015 (the “**First Report**”) and the activities described therein, (iii) vacating the claim for lien and the related certificate of action of Noble Corporation (the “**Noble Lien**”) and the two claims for lien and the related certificates of action of E-M Air Systems Inc. (collectively, the “**E-M Air Liens**”), (iv) granting leave to bring the within motion to vacate the claims for lien and certificates of action in Toronto, (v) approving and accepting the Receiver’s Interim Statements of Receipts and Disbursements for the period from November 12, 2014 to February 27, 2015, (vi) amending the Order of Justice Wilton-Siegel made November 12, 2014, appointing the Receiver (the “**Appointment Order**”) so as to increase to \$1,550,000.00 the amount the Debtor is authorized to borrow under the EOH Credit Facility (as defined in the Notice of Motion) (vii) in the alternative, amending the Appointment Order to increase the Receiver’s borrowing limit under the Appointment Order from \$125,000.00, to \$475,000.00, and (viii) approving the fees and disbursements for services rendered by the Receiver for the period up to February 23, 2015, was heard this day at Toronto.

ON READING the Receiver’s Motion Record dated March 16, 2015, the First Report, the affidavit of Hartley Bricks sworn February 23, 2015, it appearing that a certified cheque in the amount of \$32,296.18 has been deposited with the Accountant of this Honourable Court as account No. _____ as security for the Noble Lien registered as instrument numbers MT143911 (claim for lien) and MT145601 (certificate of action), it appearing that a certified cheque in the amount of \$27,132.50 has been deposited with the Accountant of this Honourable Court as account No. _____ as security for the E-M Air Lien registered as instrument numbers MT146631 (claim for lien) and MT147955 (certificate of action), it appearing that a

certified cheque in the amount of \$54,265.00 has been deposited with the Accountant of this Honourable Court as account No. _____ as security for the E-M Air Lien registered as instrument numbers MT146632 (claim for lien) and MT147954 (certificate of action), and upon hearing the submissions of counsel for the Receiver and counsel for the Applicant, no one else appearing,

1. **THIS COURT ORDERS** that the time for service of the Receiver's Notice of Motion returnable March 27, 2015 (the "**NOM**"), and related motion material filed in support of that NOM (the "**Motion Material**") be and is hereby abridged, that service of the NOM and Motion Material is hereby validated, and that further service thereof is hereby dispensed with.
2. **THIS COURT ORDERS** that the First Report dated March 11, 2014, and the actions of the Receiver and its counsel described therein be and are hereby approved.
3. **THIS COURT ORDERS** that leave be and same is hereby granted to the Receiver to bring in Toronto that part of the within motion to vacate the Noble Lien and the E-M Air Liens.
4. **THIS COURT ORDERS** that the registration of the Claim for Lien of Noble Corporation registered on September 22, 2014 in the Land Registry Office for the Land Titles Division of Muskoka (No. 35) as instrument No. MT143911 against title to the lands and premises more particularly described in Schedule "A" attached hereto, be vacated.
5. **THIS COURT ORDERS** that the registration of the Certificate of Action of Noble Corporation, registered on October 31, 2014 in the Land Registry Office for the Land Titles Division of Muskoka (No. 35) as instrument No. MT145601 against title to the lands and premises more particularly described in Schedule "A" attached hereto, be vacated.

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6. **THIS COURT ORDERS** that the registration of the Claim for Lien of E-M Air Systems Inc. registered on November 7, 2014 in the Land Registry Office for the Land Titles Division of Muskoka (No. 35) as instrument No. MT146631 against title to the lands and premises more particularly described in Schedule "B" attached hereto, be vacated.

7. **THIS COURT ORDERS** that the registration of the Certificate of Action of E-M Air Systems Inc. registered on January 6, 2015 in the Land Registry Office for the Land Titles Division of Muskoka (No. 35) as instrument No. MT147955. against title to the lands and premises more particularly described in Schedule "B" attached hereto, be vacated.

8. **THIS COURT ORDERS** that the registration of the Claim for Lien of E-M Air Systems Inc. registered on November 7, 2014 in the Land Registry Office for the Land Titles Division of Muskoka (No. 35) as instrument No. MT146632 against title to the lands and premises more particularly described in Schedule "C" attached hereto, be vacated.

9. **THIS COURT ORDERS** that the registration of the Certificate of Action of E-M Air Systems Inc. registered on January 6, 2015 in the Land Registry Office for the Land Titles Division of Muskoka (No. 35) as instrument No. MT147954. against title to the lands and premises more particularly described in Schedule "C" attached hereto, be vacated.

10. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements for the period from November 12, 2014 to February 27, 2015 as set out at Appendix "N" of the Receiver's First Report, be and is hereby accepted and approved.

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11. **THIS COURT ORDERS** that paragraph 20 of the Appointment Order be and is hereby amended so as to increase from \$1.2 million to \$1,550,000.00 the amount the Debtor is authorized to obtain and borrow under the EOH Credit Facility (as defined in the Appointment Order) for the sole purpose of funding the Mandate (as defined in the Appointment Order), with the increase in the EOH Credit Facility being on the same terms and conditions set out in Commitment Letter (as defined in the Appointment Order) for that Facility, and with the security and priority of the increase in EOH Credit Facility being as provided for in paragraphs 23 and 24 in the Appointment Order.

12. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period up to February 23, 2014, be and are hereby approved.

13. **THIS COURT ORDERS** that the Land Registrar accept the registration of this Order as an Application to Amend and not record it as a discharge of lien against the abstract of title of the lands and premises described herein.

14. **THIS COURT ORDERS** that a copy of this order shall be served on Noble Corporation and on E-M Air Systems Inc. forthwith after entry.

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Schedule "A"

PIN 48018-0648 (LT), LRO #35

PT LT 31 CON 2 BAXTER PT 13 ON 35R23499; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 ON 35R22502 AS IN MT46055; T/W WASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586; S/T EASEMENT OVER PAT 17 ON 35R23857 AS IN MT113239;; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113203; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113266; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113271; TOWNSHIP OF GEORGIAN BAY

PIN 48018-0700 (LT), LRO #35

BLOCK 1, PLAN 35M728; SUBJECT OT AN EASEMENT AS IN MT113202; SUBJECT TO AN EASEMENT AS IN MT113238; SUBJECT TO AN EASEMENT AS IN MT113265; SUBJECT TO AN EASEMENT AS IN MT113270; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59588; TOWNSHIP OF GEORGIAN BAY

PIN 48018-0665 (LT), LRO #35

BLOCK 8, PLAN 35M725 S/T EASEMENT OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113238; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT595586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8 – 13, ON 35R23857 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11& 12 ON 35R23857 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11& 12 ON 35R23857 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY

PIN 48018-0701 (LT), LRO #35

BLOCK 2, PLAN 35M728; SUBJECT TO AN EASEMENT AS IN MT113202; SUBJECT TO AN EASEMENT AS IN MT113238; SUBJECT TO AN EASEMENT AS IN MT113265; SUBJECT TO AN EASEMENT AS IN MT113270; SUBJECT TO AN EASEMENT AS IN MT119980; SUBJECT TO AN EASEMENT AS IN MT120638; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; TOWNSHIP OF GEORGIAN BAY

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Schedule "B"

PIN 48018-0665 (LT), LRO #35

BLOCK 8, PLAN 35M725 S/T EASEMENT OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113238; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT595586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8 – 13, ON 35R23857 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11& 12 ON 35R23857 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11& 12 ON 35R23857 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY

- 8 -

Schedule "C"

PIN 48018-0700 (LT), LRO #35

BLOCK 1, PLAN 35M728; SUBJECT OT AN EASEMENT AS IN MT113202; SUBJECT TO AN EASEMENT AS IN MT113238; SUBJECT TO AN EASEMENT AS IN MT113265; SUBJECT TO AN EASEMENT AS IN MT113270; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59588; TOWNSHIP OF GEORGIAN BAY

TAB B

**RECEIVERSHIP SERVICE LIST
SCHEDULE "B"**

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Lawyers for Business Development Bank of
Canada

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(416) 973-8283
Email: RussellW.French@bdc.ca

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(416) 973-2014 (Fax)
Email: Peter.Shannon@bdc.ca

AND TO: ERNST & YOUNG INC.
222 Bay Street, P.O. Box 251
Toronto, ON M5K 1J7

Attention: Stuart Clinton
(416) 943-3042 (Tel)
(416) 943-3300 (Fax)
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Tridica Holdings Inc., 1440977 Ontario Limited,
1440978 Ontario Limited and 807326 Ontario Limited

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Attention: L. Joseph Latham
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Email: jlatham@goodmans.ca

Lawyers for Ernst & Young Inc., in its
capacity as Receiver of Oak Bay Golf
Club Inc.

AND TO: MILLER THOMSON LLP
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**AND TO: HER MAJESTY THE QUEEN IN RIGHT OF
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BY THE MINISTER OF FINANCE**
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- 8 -

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- AND TO: OAK BAY DEVELOPMENTS INC.**
1443 Hurontario Street
Mississauga, ON L5C 4E5
- AND TO: MILLHOUSE GROUP INC.**
1443 Hurontario Street
Mississauga, ON L5C 4E5
- AND TO: MILLHOUSE (PORT SEVERN) INC.**
1443 Hurontario Street
Mississauga, ON L5C 4E5
- AND TO: OAK BAY GP INC.**
1443 Hurontario Street
Mississauga, ON L5C 4E5
- AND TO: OAK BAY LIMITED PARTNERSHIP**
1443 Hurontario Street
Mississauga, ON L5C 4E5
- AND TO: IDEAL PARK HOMES INC.**
1443 Hurontario Street
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- AND TO: GORLEA INVESTMENTS INC.**
1443 Hurontario Street
Mississauga, ON L5C 4E5
- AND TO: SCONI CORP.**
1361 Victor Avenue
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- AND TO: EARL STORIE**
291 Watson Avenue
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AND TO: SCOTT GOURLEY
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AND TO: ROYNAT INC.
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Burnaby, British Columbia V5H 4M2

TAB 2

Court File No.: 14-10703-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

BETWEEN:

IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1)
OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C 1985, c.B-3, AS AMENDED,
AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, c.C43, AS AMENDED

ROMAS KARTAVICIUS

Applicant

- and -

OAK BAY DEVELOPMENTS INC. and OAK BAY GOLF CLUB INC.

Respondents

**FIRST REPORT OF DELOITTE RESTRUCTURING INC.,
IN ITS CAPACITY AS RECEIVER**

Dated as of March 11, 2015

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APPENDICES

APPENDIX “A”:	Receivership Order dated November 12, 2014
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APPENDIX “D”:	Mutual Release and Termination Agreement between Oak Bay Development Inc. and Kent Trainor for Unit 29 dated January 16, 2015
APPENDIX “E”:	Letter from Harris, Sheaffer LLP to Gardiner, Miller, Arnold LLP dated February 20, 2015 advising of an event of default concerning the Agreement of Purchase and Sale for Unit 15
APPENDIX “F”:	E-mail correspondence dated February 25 and 26, 2015 as between Kerry Heintzman, the Receiver and Adriana Mendanha of Oak Bay concerning

the status of the Project and the default on the Agreement of Purchase and Sale

- APPENDIX “G”:
- Letter from Harris, Sheaffer LLP to Gardiner, Miller, Arnold LLP dated February 20, 2015 advising of the termination of the Agreement of Purchase and Sale for Unit 15
- APPENDIX “H”:
- Statement of Claim by C.C. Tatham Limited as Plaintiff and Oak Bay Developments Inc. and the Corporation of the Township of Georgian Bay as Defendants dated December 23, 2013 and Certificate of Action registered January 23, 2014
- APPENDIX “I”:
- Statement of Claim by Basecrete Inc. as Plaintiff and Oak Bay Developments Inc. and Oak Bay Golf Club Inc. as Defendants dated February 27, 2014
- APPENDIX “J”:
- Statement of Claim by Noble Corporation as Plaintiff and Pineview Plumbing Inc. et al as Defendants dated October 30, 2014 and Certificate of Action registered October 31, 2014
- APPENDIX “K”:
- Minutes of Settlement entered into between C.C. Tatham Limited as Plaintiff and Oak Bay Developments Inc. and the Corporation of the Township of Georgian Bay as Defendants dated April 30, 2014
- APPENDIX “L”:
- Minutes of Settlement entered into between Basecrete Inc. as Plaintiff and Oak Bay Developments Inc. and Oak Bay Golf Inc. as Defendants dated May 27, 2014
- APPENDIX “M”:
- Claims for Lien registered November 27, 2014, Statements of Claim by E-M Air Systems as Plaintiff dated December 23, 2014 and Certificates for Action registered by E-M Air Systems Inc. dated December 23, 2014
- APPENDIX “N”:
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- APPENDIX “O”:
- Receiver’s Projected Disbursements to March 15, 2015

INTRODUCTION

1. On November 12, 2014 (the “**Receivership Date**”), Justice Wilton-Siegel of the Ontario Superior Court of Justice (Commercial List) issued an order (the “**Receivership Order**”) appointing Deloitte Restructuring Inc. as Receiver (the “**Receiver**”) of all of the assets, undertakings and properties of Oak Bay Developments Inc. (“**Oak Bay**” or the “**Debtor**”) acquired for, or used in relation to 26 residential units (the “**Units**”) of The Residences of Oak Bay Golf and Country Club (collectively, the “**Property**” which term is defined below) for the limited purpose of administering the completion of the construction of the Units currently subject to agreements of purchase and sale with third parties (the “**APSs**”) in order to allow the Debtor to close the sale of the Units. A copy of the Receivership Order is attached hereto as **Appendix “A”**.
2. The purpose of this first report to the Court of the Receiver (the “**First Report**”) is to:
 - a) update the Court on the activities of the Receiver in accordance with the provisions of the Receivership Order and the statutory obligations under the BIA and to seek the Court’s approval of those activities;
 - b) update the Court on the status of the completion of the construction of the Units and the anticipated timing for closing of the APSs for the Units;
 - c) seek a \$350,000 increase in the maximum amount that Oak Bay is permitted to borrow from EOH Realty Services Inc. (“**EOH**”) for the purpose of funding the Mandate; and
 - d) seek approval of the Receiver’s fees and disbursements for the period up to February 23, 2015.

TERMS OF REFERENCE

3. Capitalized terms not otherwise defined herein are as defined in the Receivership Order or the Application Record date September 22, 2014 (the “**Application Record**”), including the Affidavit of Romas Kartavicius sworn September 20, 2014 (the “**Romas Affidavit**”).

4. The information contained in this First Report is based on unaudited financial information as well as discussions with representatives of the Debtor and its advisors. The Receiver has reviewed the information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards (“CAS”) pursuant to the *Chartered Professional Accountants Canada Handbook* (“**CPA Canada Handbook**”) and accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CAS in respect of the information.
5. Future oriented financial information referred to in this First Report was prepared based on discussions with representatives of the Debtor (“**Management**”). Readers are cautioned that since forecasts are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the forecasts, even if the assumptions materialize, and the variations could be significant.
6. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

THE RECEIVER’S MANDATE AND THE STATUS OF THE PROJECT

7. As set out in the Receivership Order, the appointment of the Receiver is for “the limited purpose of administering the completion of the construction of the Units currently subject the APSs in order to allow the Debtor, under the management and direction of the Applicant but at all times subject to the consent and approval of the Receiver, to complete and close the sale of the Units and remit the proceeds of sale of the Units to the Receiver for distribution as directed by this Court (the “**Mandate**”).”
8. Accordingly, upon its appointment, the Receiver met with Management to discuss the Mandate and establish a protocol for carrying out the Mandate.
9. At that meeting, the Receiver was advised of the following:

- the Units form part of a 32-unit complex consisting of 4 blocks (identified as 1 through 4) containing 8 units each (the “**Condo Villas**”). The six units that are not included in the Mandate are spread throughout the complex;
- the Condo Villas comprise a portion of Phase 1 of the Residences of Oak Bay Golf & Country Club (the “**Project**”). The master concept plan for the Project provides for 4 phases comprising 108 single units (detached homes), 182 townhouses and 204 condo villas. To date 32 singles and 22 townhouses have been sold and closed;
- The key amenities to be included in the development are a golf course (constructed and opened in 2010) and clubhouse with swimming pool (currently under construction, and with the golf course, subject to separate receivership proceedings), and a marina complete with boathouse, swimming pool, tennis court, and boardwalk (minimal construction work has taken place on the marina).
- construction of 10 of the 26 Units had been completed and the purchasers were occupying those units pursuant to interim occupancy agreements as provided for in their APS;
- minimal construction work had been undertaken at the site in the two months prior to the Receivership Date;
- in order to apply to The District Municipality of Muskoka (the “**District**”) for registration of the Condo Villas as condominiums, between \$12,000 to \$15,000 of construction work, mainly fire and safety-related, needed to be completed in Block 4.

- Management estimated that once trade suppliers were engaged, it would take approximately 2 weeks to complete the required work to enable the site architect to sign the Certificate of Architect or Engineer (Schedule G to Declaration for a Standard or Leasehold Condominium Corporation) (the “**Schedule G Certificate**”) certifying that the buildings have been constructed in accordance with the *Condominium Act, 1998*;
 - the balance of the construction would take four to six weeks to complete once suppliers were engaged; and,
 - six of the 32 units of in the complex were not subject to APSs and were not included in the Mandate. However, certain work would need to be completed in those units to enable the architect to complete the Schedule G Certificate.
10. Based on those initial discussions, the following protocol was established:
- the Debtor would provide the Receiver with a schedule of costs to complete the construction of Units on a unit-by-unit basis;
 - the Debtor would review its supplier records, including a review of site documents, to determine which suppliers were still in a position to register a lien over the Units;
 - the Debtor would provide a schedule of those suppliers it wished to continue to use at the site, after considering lien rights;
 - all contracts with new suppliers would be approved by the Receiver; and
 - all requests for payment would be forwarded to the Receiver along with supporting documentation.

11. After the initial meeting, Management provided the Receiver with a schedule on a unit-by-unit basis that indicated that the estimated costs to complete the construction of the Units was \$352,326. This estimate included approximately \$12,000 of costs for work to be performed on the 6 units not included in the Mandate but which work was necessary in order to register the Units as condominiums.
12. Oak Bay also provided the Receiver with a list of suppliers that it wished to engage to complete the construction. With the Receiver's approval, Oak Bay entered into new contracts for the work to be completed. Due to the time required to source new suppliers and enter into new contracts, significant work did not recommence at the site until December 1, 2014.
13. Oak Bay's list of suppliers included four suppliers who had previously worked on the site and, based on Oak Bay's records, still maintained construction lien rights on the project as of the Receivership Date. Further, Oak Bay advised that each of the suppliers had advised Oak Bay that they intended to place construction liens on the Property prior to the expiration of their lien rights. The cumulative amount owing to those four suppliers was \$353,740.40.
14. Accordingly, given the potential liens that these four suppliers intended to place on the Property which would need to be cleared or bonded off (at a cost of 125% of the amount of the lien) in order to close the APSs, Oak Bay proposed that it would be more efficient to pay those four suppliers their pre-receivership amounts and continue using these four suppliers to complete their contracts. Oak Bay further argued that this strategy would have the added benefit of reducing the time to complete construction as a result of not having to source new suppliers for that work. The Receiver approved this course of action.
15. On or about March 10, 2015, Oak Bay submitted the condominium plans to the land registry office for examination and approval. Once the condominium plans are approved by the land registry office, mylars and documents will be submitted to the District for its review and signature after which the condominium plans will be submitted to the land

registry office for registration. The Receiver has been advised that the entire process should take between two to four weeks.

EOH CREDIT FACILITY

16. Pursuant to the Receivership Order, Oak Bay was permitted to borrow from EOH Realty Services Inc. (“**EOH**”) up to \$1,200,000 for the purpose of funding the Mandate (the “**EOH Credit Facility**”). EOH is a company controlled by the spouse of the Applicant.
17. On November 13, 2014, EOH advanced \$1,000,000.00 to the Receiver. The Receiver further understands that pursuant to the Receivership Order, EOH advanced approximately \$35,080.73 directly to Industrial Commercial Bank of China (Canada) (“**ICBK**”) and approximately \$132,116.03 to First Source Investment Corporation/Romspen Investment Corporation (“**First Source/Romspen**”) in respect of loan arrears up to including November 1, 2014.
18. Pursuant to the Receivership Order, the EOH Credit Facility has a fixed charge over the Real Property which ranks behind i) the Receiver’s Charge and the Receiver’s Borrowing Charge (all terms as defined in the Receivership Order), ii) the security held by ICBK and First Source/Romspen, iii) any charges, mortgages, security interests, trusts, liens, construction liens, trust claims, and encumbrances that rank ahead of ICBK and/or First Source/Romspen, and iv) to the limited extent provided for in the Receivership Order, a collateral mortgage in favour of BDC (which charge was assigned to 2453340 Ontario Inc.) over the Units and certain of the Real Property.
19. The EOH Credit Facility is for a term that is the earlier of 18 months from the date of advance and the arrangement of construction financing for the townhouse units to be constructed on Blocks 1 and 2 on the Property. The facility accrues interest at 9.75% per annum, calculated monthly. No interim payments are due on the EOH Credit Facility.

UNIT PURCHASERS

20. By 26 separate letters dated November 20, 2014, the Receiver advised those parties who had entered into APSs with Oak Bay of the appointment of the Receiver and the

receivership Mandate. A sample copy of the letter to purchasers is attached hereto as **Appendix "B"**.

21. The Receiver has had numerous discussions with Unit purchasers concerning the Mandate, the progress of construction, the timing for closing of the APSs and the prospects for the balance of the development. Where applicable it has responded directly to those purchasers concerns or otherwise directed them to parties who were in a better position to answer their questions and address their concerns.
22. Subsequent to receipt of the Receiver's letter, the party that entered into the APS for unit #25 contacted the Receiver concerning his APS with Oak Bay. The purchaser advised the Receiver that the APS for unit #25 ("**Unit 25 APS**") was the result of a purported arrangement made in 2010 ("**2010 Arrangement**") with the former president of Oak Bay to satisfy unpaid amounts for work performed by the purchaser's company in connection with Oak Bay Golf Club Inc. ("**Oak Bay Golf**"), the corporation which constructed the golf course at the Property. Oak Bay Golf is subject to separate receivership proceedings commenced on the Receivership Date for which Ernst & Young Inc. was appointed by the Court as receiver. Management advised the Receiver that it was not aware of the 2010 Arrangement, nor were they aware that should the Unit 25 APS proceed to close, as a result of the 2010 Arrangement, there would be no cash proceeds paid to Oak Bay. By letter dated December 8, 2014, attached hereto as **Appendix "C"**, counsel for the Applicant wrote to counsel for the party that was the purported purchaser in the Unit 25 APS advising that the Unit 25 APS was voided and of no further force or effect.
23. By letter dated December 8, 2014, counsel for the party that entered into the APS for unit #29 ("**Unit 29 APS**") wrote to Oak Bay advising that his client was terminating the Unit 29 APS due to the failure by Oak Bay to complete the transaction by the "Outside Occupancy Date" of November 20, 2014 as provided for in the Unit 29 APS. The parties subsequently entered into a Mutual Release (with a carve-out for any claim by the purchaser for delayed occupancy compensation), attached hereto as **Appendix "D"**, and the purchaser's deposit that was being held by Oak Bay's real estate counsel was returned.

24. By letter dated February 20, 2015, a copy of which is attached hereto as **Appendix “E”**, Harris, Sheaffer LLP (“**Harris Sheaffer**”), Oak Bay’s real estate counsel, wrote to solicitors for the party that entered into the APS for unit #15 (“**Unit 15 APS**”) advising that the purchaser was in default under the provisions of the Unit 15 APS due to its failure to close on the scheduled interim occupancy date of January 23, 2015. In accordance with the terms of the Unit 15 APS, the purchaser was given five days to remedy the default and complete the transaction.
25. On February 25, 2015, the purchaser sent an e-mail to the Receiver inquiring about the status of the Project and expressing his concerns about its future. On February 26, 2015, the Receiver responded to the purchaser and directed him to Oak Bay for a response to his concerns. Also on that date a representative of Eden Oak, the contractor for the Project, responded to the purchaser’s concerns while also advising of the default letter of February 20, 2015. A copy of the e-mail correspondence between the purchaser, the Receiver and Eden Oak is attached hereto as **Appendix “F”**.
26. By letter dated March 2, 2015, attached hereto as **Appendix “G”**, Harris Sheaffer wrote to the purchaser’s counsel advising that since the default in the Unit 15 APS had not been cured, Oak Bay was terminating the Unit 15 APS and retaining the purchaser’s \$20,000 deposit as liquidated damages.
27. The Receiver intends to discuss with Management the strategy for realizing on Units 15, 25 and 29 and will advise the Court of that strategy in its next report.
28. As of the date of this First Report, 20 of the 23 Units that remain subject to APSs have closed on an interim occupancy basis. The remaining three units are scheduled to close on in interim basis on dates through March 2015.

PROCEEDS FROM THE SALE OF THE UNITS

29. The anticipated proceeds from the closing of the 23 Units that remain subject to APSs is \$4,497,725, inclusive of HST. In addition, a further \$61,600, inclusive of HST, is expected to be received from purchasers as a result of purchased upgrades.

30. As provided for in paragraph 4 the Receivership Order, following the closings of the APSs, the Receiver will make a motion to the Court for the purposes of advice and directions regarding the distribution of the proceeds of sale.

OTHER ACTIVITIES OF THE RECEIVER

31. In addition to the activities discussed above, the Receiver has undertaken the following:
- a) prepared and sent the Notice and Report of Receiver pursuant to Section 245 and 246(1) of the *Bankruptcy and Insolvency Act*;
 - b) responded to telephone inquiries and written correspondence from purchasers concerning, among other matters, the status of the receivership, the status of construction and timing for closing of the APSs;
 - c) contacted the insurance broker to have the Receiver added as named insured and loss payee to the insurance policy, and arranged for renewal of coverage;
 - d) held various discussions with representatives of Ernst & Young Inc., the receiver of Oak Bay Golf, concerning the status of the respective receiverships and coordination of certain matters;
 - e) responded to correspondence from various suppliers concerning the stay of proceedings and the Mandate;
 - f) reviewed and approved contracts for new suppliers entered into by Oak Bay;
 - g) held discussions and exchanged various correspondence with Harris Sheaffer in connection with the occupancy closings of various units and the registration of the Condo Villas as condominiums;
 - h) executed certain documents on behalf of Oak Bay in furtherance of the registration of the Condo Villas as condominiums;

- i) reviewed various documents concerning security interests, trusts, and construction liens (“**Encumbrances**”) associated with the Mandate and discussed those Encumbrances with counsel;
- j) responded to various information requests from representatives of ICBK and First Source/Romspen; and
- k) reviewed, approved and made disbursements in accordance with the Mandate.

LIENS REGISTERED AGAINST THE UNITS

Liens Registered Prior to the Receivership Date

32. Blaney McMurtry LLP (“**Blaneys**”), counsel for First Source/Romspen, advised the Receiver that their reviews of title and lien documents identified three liens registered prior to the Receivership Date on title to lands comprising the Units. Those three liens are as follows:

- i) C.C. Tatham & Associates Ltd. (“**Tatham**”)

Tatham was the engineer for the project and registered a lien in the amount of \$245,049.62 on December 20, 2013, as instrument number MT134558, and perfected the lien by commencing an action, issuing a certificate of action, and registering the certificate on January 31, 2014, as instrument number MT135666 (the “**Tatham Lien**”). A copy of the Tatham Lien is attached hereto as **Appendix “H”**.

- ii) Basecrete Inc. (“**Basecrete**”)

Basecrete supplied concrete and drain work for project. On December 16, 2013, Basecrete registered a claim for lien in the amount of \$90,799.56 as instrument MT134292, and perfected the lien by registering a certificate of action February 26, 2014 as instrument number MT136386 (the “**Basecrete Lien**”). A copy of the Basecrete Lien is attached hereto as **Appendix “I”**.

iii) Noble Corporation (“**Noble**”)

Noble supplied plumbing equipment and related materials for the project. On September 22, 2014, it registered a claim for lien in the amount of \$25,836.94 as instrument MT143911 and perfected the lien by registering a certificate of action on October 31, 2014 as instrument number MT145601 (the “**Noble Lien**”). A copy of the Noble Lien is attached hereto as **Appendix “J”**.

33. With respect to the Tatham Lien, Oak Bay provided the Receiver with Minutes of Settlement entered into between Tatham as Plaintiff and Oak Bay and the Corporation of the Township of Georgian Bay as Defendants dated April 30, 2014 (the “**Tatham Lien Settlement**”) wherein the parties agreed that Tatham had been paid \$50,109.92 by Oak Bay and Oak Bay acknowledged that it is further indebted to Tatham for \$202,448.62. The Tatham Lien Settlement, attached hereto as **Appendix “K”**, further provided as follows:

- i) payment of \$75,000.00 to Tatham upon the execution of the Tatham Lien Settlement (the “**Initial Payment**”);
- ii) upon registration and closing of any or all of the Condo Villas, payment of the balance of \$127,448.62 plus interest at 5% per annum from March 31, 2014 until payment plus nominal costs of \$2,500.00 (the “**Tatham Final Payment**”); and
- iii) the Tatham Final Payment will be made no later than July 15, 2014.

34. The Receiver has been advised by Management that the Initial Payment was made to Tatham as contemplated in the Tatham Lien Settlement. While the Tatham Final Payment was not made prior to July 15, 2014, Management advises that no further steps have been taken by Tatham and that they intend to discharge their lien upon receipt of the Tatham Final Payment.

35. The estimated amount of the Tatham Final Payment is \$135,790.02 which includes interest to February 28, 2015.

36. With respect to the Basecrete Lien, Oak Bay provided the Receiver with Minutes of Settlement entered into between Basecrete as Plaintiff and Oak Bay and Oak Bay Golf as Defendants dated May 27, 2014 (the “**Basecrete Lien Settlement**”) wherein the parties acknowledged that the Defendants were indebted to Basecrete for \$90,799.56. The Basecrete Lien Settlement, attached hereto as **Appendix “L”**, provided for the payment of \$45,049.56 upon execution of the Basecrete Lien Settlement with the balance of \$45,749.80 payable upon registration and closing of the Condo Villas (the “**Basecrete Final Payment**”), which was contemplated to occur during the month of June 2014. In addition, Basecrete would take no further steps with respect to the Basecrete Lien until July 15, 2014.
37. The Receiver has been advised by Management that substantially all of the work performed by Basecrete relates to the Condo Villas. Management further advises that while the initial payment of \$45,049.56 was made to Basecrete upon execution of the Basecrete Lien Settlement, notwithstanding that the registration and closings of the Condo Villas did not occur by the time frames contemplated in the Basecrete Lien Settlement, Basecrete has not taken any further action with respect to the Basecrete Lien and intends to discharge its lien upon receipt of the Basecrete Final Payment.
38. The Receiver has sought the advice of Blaneys concerning the validity of the Tatham Lien, the Basecrete Lien and the Noble Lien.
39. In the case of the Tatham Lien and the Basecrete Lien, Blaneys advises that both liens were properly registered and perfected but neither sought priority over the mortgages registered on title. However, in order for clear title to be conveyed on closing, these two liens must be cleared. Accordingly, the Receiver intends to pay the Tatham Final Payment (approximately \$135,790.02) and Basecrete Final Payment (\$45,749.80) prior to the closings.
40. In case of the Noble Lien, Blaneys advises that the appropriateness of the lien is unclear; however, there is not sufficient time to adjudicate the Noble Lien in advance of the closings of the APSs and vacate the lien and certificate. Accordingly, prior to the closings of the APSs, the Receiver intends to post security into court representing 125% of the

Noble Lien, or \$32,296.18 in order for clear title to be conveyed to the purchasers of the Units.

Liens Registered After the Receivership Date

41. On November 27, 2014, E-M Air Systems Inc., a supplier of HVAC services and materials, registered two Claims for Lien against Oak Bay totaling \$65,118.00 as instrument numbers MT146631 and MT146632 (collectively, the “**E-M Lien Claims**”). On December 23, 2014, actions were commenced in relation to the E-M Lien Claims and the Certificates of Action were registered on January 6, 2015. Copies of the E-M Lien Claims are attached hereto as **Appendix “M”**.
42. Management has advised the Receiver that while they dispute the appropriateness of the E-M Lien Claims, there is not sufficient time in advance of the impending final closings of the APSs to bring a motion to discharge the liens and vacate the E-M Lien Claims and certificates. Accordingly, the Receiver proposes at the appropriate time in advance of the closings of the APSs to post security into court in the amount of \$81,397.50, being the full amount of the E-M Lien Claims (\$65,118.00) plus 25% for costs (\$16,279.50).

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

43. Attached hereto as **Appendix “N”** is the Receiver’s Interim Statement of Receipts and Disbursements for the period November 12, 2014 to February 27, 2015 (the “**R&D**”). The R&D indicates that the Receiver has \$303,363.59 of cash on hand.
44. The Receiver is seeking the Court’s approval of the R&D.

PROJECTED USE OF THE FUNDS IN THE RECEIVER’S ACCOUNT

45. Attached hereto as **Appendix “O”** is the Receiver’s projected future disbursements as of February 13, 2015 (the “**Projected Disbursements**”) which estimates remaining disbursement of approximately \$651,174 to March 15, 2015. The Projected Disbursements assume that the Condo Villas will be registered by the District by March 15, 2015 and the APSs will close shortly thereafter.

46. Given that the Receiver has cash on hand as of February 27, 2015 of \$316,316, the Receiver is projecting a cash shortfall of approximately \$348,000.
47. In order to fund the projected cash shortfall, EOH has advised the Receiver that it is prepared to increase the amount available under the EOH Credit Facility to \$1,550,000.00, subject to the Court approving the increase on the same terms and conditions and priority as provided for in the Receivership Order. Accordingly, the Receiver is seeking an Order authorizing and empowering Oak Bay to borrow up to the \$1,550,000 from EOH in order that it can properly carry out the Mandate.

STATEMENTS OF ACCOUNT OF THE RECEIVER

48. The Receiver's fees for services rendered for the period November 12, 2014 to February 13, 2015 in respect of its activities as Receiver are particularized in the Affidavit of Hartley Bricks sworn February 23, 2015 and the invoices attached as exhibits thereto. The total amount of the invoices for this period is \$84,876.57, inclusive of HST ("**Receiver Fees**").
49. The Receiver is seeking this Honourable Court's approval of its activities to the date of this Report and the Receiver Fees.

RECEIVER'S REQUEST TO THE COURT

50. The Receiver is respectively seeking an order:
 - i) approving this First Report and the actions and activities of the Receiver from November 12, 2014 to the date of this Report;
 - ii) approving the R&D;
 - iii) increasing the limit that Oak Bay is permitted to borrow from EOH under the EOH Credit Facility to \$1,550,000; and
 - iv) approving the Receiver Fees.

All of which is respectfully submitted to this Honourable Court.

DATED this 11th day of March, 2015.

Deloitte Restructuring Inc.

in its capacity as Receiver of certain assets
of Oak Bay Developments Inc.
and not in its personal capacity



Paul M Casey, CPA, CA, CIRP
Senior Vice-President



Hartley Bricks, MBA, CPA, CA, CIRP
Vice President

TAB A

Court File No. 14-10703-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1)
OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C 1985, c.B-3, AS AMENDED,
AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C43, AS
AMENDED

THE HONOURABLE MR.)	WEDNESDAY, THE 12 TH
)	
JUSTICE WILTON-SIEGEL)	DAY OF NOVEMBER, 2014

ROMAS KARTAVICIUS

Applicant

- and -

OAK BAY DEVELOPMENTS INC. and OAK BAY GOLF CLUB INC.

Respondents

**RECEIVERSHIP ORDER
(appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing a receiver without security, of all of the assets, undertakings and properties of Oak Bay Developments Inc. and Oak Bay Golf Club Inc. acquired for, or used in relation to a business carried on by the Respondents, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of the Applicant sworn September 20, 2014, and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, Industrial Commercial Bank of China (Canada) ("ICBK"), First Source Mortgage Corporation ("First

Source”), Romspen Investment Corporation (“**Romspen**”, and together with First Source, “**First Source/Romspen**”), Business Development Bank of Canada (“**BDC**”), Bernard Torchia, no one else appearing, although duly served as appears from the applicable affidavits of service, and on reading the consent of Deloitte Restructuring Inc. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte Restructuring Inc. is hereby appointed Receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Oak Bay Developments Inc. (the “**Debtor**”) acquired for, or used in relation to 26 residential units as set out in Schedule “A” attached hereto (the “**Units**”) of The Residences of Oak Bay Golf and Country Club (collectively, the “**Property**” which term also includes the Units and the Real Property as defined below), for the limited purpose of administering the completion of the construction of the Units currently subject to agreements of purchase and sale with third parties (the “**APSs**”) in order to allow the Debtor, under the management and direction of the Applicant but at all times subject to the consent and approval of the Receiver, to complete and close the sale of the Units and remit the proceeds of sale of the Units to the Receiver for distribution as directed by this Court (the “**Mandate**”).

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 the Mandate 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 for the purposes of carrying out the Mandate:

- 3 -

- (a) to preserve and protect the Units, including, but not limited to, the engaging of independent security personnel and the placement of such insurance coverage as may be necessary or desirable;
- (b) to engage consultants to assess and advise on the extent of work required to complete construction of the Units;
- (c) to engage contractors, consultants, appraisers, agents, experts, contractors, tradespersons, quantity surveyors, 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 relating to the completion of the Units and the carrying out of the Mandate;
- (d) to assist the Debtor in the completion of the APSs and the closing of the sale of the Units by the Debtor, which closings are to be completed by the firm of Harris, Shaeffer LLP or such other law firm as agreed to between the Receiver and the Applicant;
- (e) to receive the proceeds of the EOH Credit Facility (as defined below) and allocate the funds as it deems necessary in order to carry out the Mandate;
- (f) to receive the proceeds from the sale of the Units and distribute the proceeds in accordance with the terms of this Order and any subsequent Orders;
- (g) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets relating to the completion of the Units;
- (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 the Mandate and this Order;

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- (i) to negotiate and settle any and all security interests, trusts, liens construction liens, trust claims (whether or not perfected or preserved) charges and encumbrances (including but not limited to condominium corporation arrears), claims of secured creditors, statutory or otherwise against title to any or all of the Units (collectively the “**Encumbrances**”) for the purposes of allowing the sale of the Units to close;
- (j) 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 Mandate and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (k) to register a copy of this Order and any other Orders in respect of the Units against title to any of the Units;
- (l) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof relating to the sale of the Units, for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor; and
- (m) 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 Debtor, and without interference from any other Person.

DISTRIBUTION OF PROCEEDS OF SALE OF THE 26 UNITS

4. THIS COURT ORDERS that following the closings of the Units, or such earlier date as determined by the Receiver, the Receiver shall make a motion to the Court for the purposes of advice and directions regarding the distribution of the proceeds of sale of the Units to that point.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. 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 assets, undertakings and properties of the Debtor acquired for, or used in relation to the 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 for the purpose of allowing the Receiver to carry out the Mandate, including but not limited to any all documentation relating to the listing, marketing and sale of the Units and deposits thereto.

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 Debtor relating to, or required for the Receiver to carry out the Mandate, 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 for the purpose of allowing the Receiver to carry out the Mandate, 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 relating to, or required for, the Receiver to carry out the Mandate 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 for the purpose of carrying out the Mandate, 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 for the purpose of carrying out the Mandate, 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 DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor 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 Debtor 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 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 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 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

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 Debtor in connection with the Property, 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 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 in connection with the Property 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

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 Units 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 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 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*.

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, 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

17. 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.

18. 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.

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 standard rates and charges of the Receiver and its counsel and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Debtor is hereby authorized and empowered to obtain and borrow under a loan from EOH Realty Services Inc. ("**EOH**") for the sole purpose of funding the Mandate, provided that borrowings under such credit facility shall not exceed CDN \$1,200,000.00 unless permitted by further Order of this Court (the "**EOH Credit Facility**").

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21. THIS COURT ORDERS that the EOH Credit Facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Debtor and EOH dated November 12, 2014 (the "**Commitment Letter**") annexed as Schedule "C" hereto, filed, which Commitment Letter the Applicant is hereby authorized and empowered to enter into on behalf of the Debtor.

22. THIS COURT ORDERS that the Debtor is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to EOH under and pursuant to the Commitment Letter as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

23. THIS COURT ORDERS that EOH shall be entitled to the benefit of and is hereby granted a fixed and specific charge (the "**EOH Charge**") over that portion of the Property that consists of the real property set out in Schedule "D" hereto (the "**Real Property**"), but such charge shall not attach to any other property of the Debtor save and except for the Real Property, and shall not secure an obligation that exists before this Order is made. Other than as expressly provided for in this Order, the EOH Charge shall be in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person in respect of the Real Property.

AS SECURITY FOR THE EOH CREDIT FACILITY

24. THIS COURT ORDERS that the EOH Charge over the Real Property shall rank behind and be subordinate to only: (i) the Receiver's Charge and the Receiver's Borrowing Charge over the Property; (ii) the security held by ICBK and First Source/Romspen over any of the Property including the existing mortgages and charges of ICBK and First Source/Romspen over any Property owned by the Debtor (including the Real Property) which secures the indebtedness of the Debtor to ICBK and First Source/Romspen, (iii) any charges, mortgages, security interests, trusts, liens construction liens, trust claims (whether or not perfected or preserved), and encumbrances (including but not limited to condominium corporation arrears), claims of secured creditors, statutory or otherwise against title to any of the Property (collectively the "**Encumbrances**") that rank ahead of the ICBK and/or First Source/Romspen security over the Property (including the Real Property); and (iv) Instrument Number MT75404, being a collateral mortgage in favour of BDC over the Units and certain of the Real Property (the "**BDC**");

Mortgage”), but only to the extent that there are any net proceeds from the sale of the units payable to BDC, and then only to the extent of the partial discharge payments provided for in the BDC Mortgage.

25. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) EOH may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the EOH Charge;
- (b) the proceeds of the EOH Credit Facility shall be advanced in their entirety by EOH to the Receiver forthwith upon issuance of this Order, and in any event no later than November 14, 2014 at 12:00 pm (the “**Funding Date**”), save and except for that portion of the EOH Credit Facility that EOH will advance to ICBK and First Source/Romspen for the payment of loan arrears outstanding under the indebtedness of the Debtor to ICBK and First Source/Romspen up to and including November 1, 2014, which sum will not exceed \$200,000.00 (the “**Arrears Payment**”).

26. THIS COURT ORDERS that if the proceeds of the EOH Credit Facility are not advanced in their entirety to the Receiver by the Funding Date (save and except for they Arrears Payment), First Source/Romspen and ICBK shall be entitled to move before this Court on 2 days’ notice to the Applicant for the purposes of varying this Order and amending the Receiver’s appointment herein.

27. 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 \$125,000.00 (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.

28. 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.

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

30. 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

31. 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: www.deloitte.com/ca/oakbay.

32. 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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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

33. 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.

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

35. 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.

36. 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.

37. THIS COURT ORDERS that the Applicant shall not have its costs of this application, but that ICBK and First Source/Romspen shall have their costs relating to this Application up to and including entry and service of this Order as provided for by the terms of their security or, if not so provided by their security, then on a substantial indemnity basis with such priority and at such time as this Court may determine.

38. 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.

W. Han-Ad J.

NOV 14 2013

SCHEDULE "A"

26 Residential Units of The Residences of Oak Bay Golf and Country Club

Clubhouse Collection:

S1V Unit 1
S1V Unit 4
S1V Unit 5
S1V Unit 6
S1V Unit 7
S1V Unit 8
S1V Unit 9
S1V Unit 10
S1V Unit 11
S1V Unit 12
S1V Unit 13
S1V Unit 15
S1V Unit 16
S1V Unit 17
S1V Unit 19
S1V Unit 21
S1V Unit 22
S1V Unit 23
S1V Unit 24
S1V Unit 25
S1V Unit 26
S1V Unit 27
S1V Unit 28
S1V Unit 29
S1V Unit 31
S1V Unit 31

SCHEDULE "B"
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.

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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:

SCHEDULE "B"
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:

SCHEDULE "C"

COMMITMENT LETTER

RE: DIP Financing for Receivership of Oak Bay Developments Inc.

TO: Oak Bay Developments Inc. (the "Borrower")

THE UNDERSIGNED LENDER HEREBY AGREES TO PROVIDE YOU WITH DIP FINANCING FOR RECEIVERSHIP OF OAK BAY DEVELOPMENTS INC. ON THE FOLLOWING TERMS AND CONDITIONS:

<u>PRINCIPAL AMOUNT:</u>	\$1,200,000.00
<u>PURPOSE:</u>	Funding of the Receivership in order to complete the Mandate (as that term will be defined in the applicable court order in Court File No. CV-14-10703-00CL – the "Court Order").
<u>INTEREST RATE:</u>	9.75% per annum, calculated monthly and payable on or before the Maturity Date (as defined below); for greater certainty, interest shall accrue until paid.
<u>TERM:</u>	The earlier of eighteen (18) months from the date of advance and the arrangement of construction financing for the townhouse units to be constructed on Blocks 1 and 2 as part of this development (the "Maturity Date")
<u>PREPAYMENT:</u>	Fully open for prepayment
<u>NATURE OF SECURITY:</u>	<p>The indebtedness to the Lender will be secured by a DIP Charge to be defined and provided for in the Court Order;</p> <p>Guarantee and Postponement of Claim by Romas Kartavicius;</p> <p>Such other security as the Lender may reasonably require from the Borrower with respect to the DIP Charge.</p> <p>(the aforementioned security referred to herein as the "Security Documents")</p>

Borrower: _____ / _____

Page 1

Lender: _____ / _____

DATE OF ADVANCE:

November 14, 2014

GUARANTOR:

Romas Kartavicius

LEGAL FEES:

The Borrower shall pay the Lender's legal fees in the amount of \$5,000.00, plus HST, to be deducted from the funds advanced hereunder. Any additional legal fees, plus HST, plus disbursements, plus the cost of the title insurance policy shall be payable by the Borrower and deducted from the funds advanced hereunder.

EXPENSES:

All reasonable expenses with respect to this Commitment Letter and the preparation, negotiation, execution and registration of all documents and any costs in connection therewith shall be for the Borrower's account. All documents including security documents, related agreements and certificates shall be prepared by the Lender's counsel in form and content determined by such counsel acting reasonably. The Lender's counsel shall be Parente Borean LLP.

DISBURSEMENT OF FUNDS:

The Conditions Precedent to the loan advance – The obligation of the Lender hereunder to make the advance of this Loan is conditional upon the satisfaction of the following conditions precedent:

- (a) Receipt by the Lender of this Commitment Letter duly executed in the manner and within the time stipulated below;
- (b) The funds will be advanced in accordance with the terms of the Court Order;
- (c) The Lender's lawyer agreeing to the form and content of the Court Order;
- (d) The registration of all Security Documents.

Borrower: _____ / _____

Page 2

Lender: _____ / _____

GUARANTOR:

In consideration of the Lender committing to make the loan herein available to the Borrower (the receipt and sufficiency of which is hereby acknowledged by the Guarantor), the Guarantor named in and executing this commitment does hereby covenant, as principal debtor and not as surety, that, he will pay or cause to be paid to the Lender all amounts due by the Borrower under the loan herein and will observe, keep and perform all of the terms and conditions set forth herein or required hereby to be observed, kept and performed by the Borrower pursuant to this commitment and the Security Documents to be provided hereunder and that after the advance of the loan, all present and future indebtedness of the Borrower to the Guarantor shall be assigned to the Lender and postponed to the present and future indebtedness of the Borrower to the Lender; and the Guarantor agrees that he shall execute the Security Documents provided for herein or any of them, in such form as may be required by the Lender and its solicitors, in order to fully document and effectuate the intent and meaning of this paragraph.

DISCHARGE OF CHARGE/MORTGAGE

After payment in full of the principal sum and all other amounts secured, the Lender shall prepare and execute discharges of the security and shall have a reasonable time to do so, interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Lender, and all reasonable legal and other expenses for the preparation and execution of such discharges of such security shall be borne by the Borrower

COMMITMENT NON-ASSIGNABLE:

This commitment is not transferable and the benefit hereof may not be assigned.

ENTIRE AGREEMENT:

The Borrower and the Guarantor agree that this Commitment Letter constitutes the entire agreement between the Borrower and the

Borrower: _____ / _____

Page 3

Lender: _____ / _____

Lender and except as herein stated and in instruments and documents to be executed and delivered hereto, contain all the representations, undertakings and agreements of the respective parties. There are no verbal representations, undertakings or agreements between the Borrower and the Lender of any kind except those contained herein.

SURVIVAL:

The Borrower further agrees that this Commitment Letter and the covenants and agreements in this commitment shall survive registration of the security and the advance of funds thereby secured and will not merge on that account and will remain valid and subsisting obligations.

AMENDMENTS AND WAIVERS:

No amendments or waivers of any provision of this Commitment Letter will be effective unless it is in writing signed by the Borrower and the Lender. No failure or delay, on the part of the Lender, in exercising any right or power hereunder or under any Security Documents shall operate as a waiver thereof.

SEVERABILITY:

If any provision of this Commitment Letter is or becomes prohibited or enforceable, such prohibition or unenforceability shall not invalidate or render unenforceable nor invalidate, affect or impair any of the remaining provisions of this Commitment Letter.

INTERPRETATION OF CONTRACT:

This Commitment Letter shall be interpreted in accordance with the Laws of the Province of Ontario.

TIME OF THE ESSENCE:

It is understood that with reference of all terms of this Commitment Letter, time shall be of the essence in this contract.

ACCEPTANCE:

This Commitment Letter is open for acceptance until November 12, 2014, after which date it will be null and void unless extended in writing by the Lender.

Borrower: _____ / _____

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Lender: _____ / _____

Please confirm your acceptance of this agreement by signing the attached copy of this Offer to Finance in the space provided below and returning it to the undersigned.

EOH REALTY SERVICES INC.

Per: _____

Name: Ingrid Kartavicius
Title: President
I have authority to bind the corporation

Witness:

Romas Kartavicius (Guarantor)

The undersigned hereby accepts the terms and conditions of this Commitment Letter as of this day of November, 2014.

OAK BAY DEVELOPMENTS INC.

Per: _____

Name: Romas Kartavicius
As duly authorized by the Court Order

SCHEDULE "D"

Properties

<i>PIN</i>	48864 - 0002 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0003 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 3, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0010 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 10, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0017 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 17, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0018 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 18, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0021 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 21, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0027 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 27, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0028 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 28, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0032 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 32, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		

Properties

<i>PIN</i>	48864 - 0035 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 35, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0042 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 42, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0043 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 43, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0044 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 44, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0049 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 49, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0051 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 51, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0053 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 53, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0055 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 55, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	SEVERN BRIDGE		
<i>PIN</i>	48864 - 0056 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 56, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		

Properties

<i>PIN</i>	48864 - 0057 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 57, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928. GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0059 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 59, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0060 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 60, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0061 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 61, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0062 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 62, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928. GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0063 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 63, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0064 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 64, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0065 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 65, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0066 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 66, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		

Properties

<i>PIN</i>	48864 - 0068 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 68, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0069 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 69, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48864 - 0070 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 70, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48018 - 0627 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT BLK 1 PL 35M722 GEORGIAN BAY PT 9 35R22534; T/W EASEMENT OVER PT LT32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; T/W PT 1 35R6872 AS IN LT100983; S/T EASEMENT IN GROSS AS IN MT61402; S/T EASEMENT IN GROSS AS IN MT61521; S/T EASEMENT IN GROSS AS IN MT65416; T/W EASEMENT OVER PT BLK 1 PL 35M722 PT 1, 2, 3, 6, 7 & 8 35R22534 AS IN MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48018 - 0628 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT BLK 1 PL 35M722 GEORGIAN BAY PT 10 35R22534; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; T/W PT 1 35R6872 AS IN LT100983; S/T EASEMENT IN GROSS AS IN MT61402; S/T EASEMENT IN GROSS AS IN MT61521; S/T EASEMENT IN GROSS AS IN MT65416; T/W EASEMENT OVER PT BLK 1 PL 35M722 PT 1, 2, 3, 6, 7 & 8 35R22534 AS IN MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48018 - 0593 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	FIRSTLY: PT RDAL IN FR LT 33 CON 2 BAXTER CLOSED BY MT45244 PT 10 & 12 35R21738; SECONDLY: PT RDAL IN FR LT 32 CON 2 BAXTER CLOSED BY SAID BY-LAW PT 13 & 15 35R21738 EXCEPT PT 4, 37, 38, 41 & 43 35R22052; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 31, 28 & 29 PL 35R22052 AS IN IN MT46055; T/W EASEMENT OVER PT 27 & 39 35R22329 AS IN MT59586 (ADDED 2009/01/06, M. CHASSIE, ADLR); T/W EASEMENT OVER PT BLK 1 PL 35M722 P L 35M722 PT 1,2,3,6,7 & 8 35R22534 AS IN MT67928 ; GEORGIAN BAY ; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48018 - 0619 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	BLOCK 2, PLAN 35M722, GEORGIAN BAY. T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; T/W PT 1 35R6872 AS IN LT100983; S/T EASEMENT IN GROSS AS IN MT61402; S/T EASEMENT IN GROSS AS IN MT61521; T/W EASEMENT OVER PT BLK 1 PL 35M722 PT 1,2,3,6,7 & 8 35R22534 AS IN MT67928 ; GEORGIAN BAY THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48018 - 0605 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 31 CON 2 BAXTER PT 34 35R22329; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		

Properties

<i>PIN</i>	48018 - 0607 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 31 CON 2 BAXTER PT 26 35R22329; T/W EASEMENT OVER PT 27 & 39 35R22329 AS IN MT59586; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48018 - 0608 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 32 CON 2 BAXTER PT 21, 22 & 42 35R22329; PT LT 31 & 32 CON 2 BAXTER PT 20 35R22329; PT LT 31 CON 2 BAXTER PT 43 35R22329; T/W EASEMENT OVER PT 27 & 39 35R22329 AS IN MT59586; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; S/T EASEMENT OVER 22 & 42 35R22329 IN FAVOUR OF PT 19 35R22329 AS IN MT59586; S/T EASEMENT OVER PT 22 & 43 35R22329 IN FAVOUR OF PT 23, 39 & 40 35R22329 AS IN MT59586; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48018 - 0609 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 31 & 32 CON 2 BAXTER PT 24 35R22329; PT LT 31 CON 2 BAXTER PT 44 35R22329; T/W EASEMENT OVER PT 27 & 39 35R22329 AS IN MT59586; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; S/T EASEMENT OVER PT 44 35R22329 IN FAVOUR OF PT 25 & 27 35R22329 AS IN MT59586; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48018 - 0610 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 33 CON 2 BAXTER PT 37 & 38 35R22329; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48018 - 0611 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 33 CON 2 BAXTER PT 36 35R22329; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48018 - 0512 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 33 CON 2 BAXTER PT 41 35R22329; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48018 - 0613 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 30 CON 2 BAXTER PT 29 35R22329; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; T/W EASEMENT OVER PTS 27 & 39 35R22329 AS IN MT59586; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48018 - 0614 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 33 CON 2 BAXTER PT 30 35R22329; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; T/W EASEMENT OVER PTS 27 & 39 35R22329 AS IN MT59586 GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48018 - 0615 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 30 CON 2 BAXTER PT 2, 35R3106 EXCEPT PT 7 35R14786; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		
<i>PIN</i>	48018 - 0616 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT BROKEN LT 29 CON 2 BAXTER AS IN LT27808 EXCEPT PT 20 35R14786; PT BROKEN LT 30 CON 2 BAXTER AS IN LT27808; S/T LT27808; PT BROKEN LT 30 CON 2 BAXTER AS IN LT23056 T/W & S/T LT23056; T/W EASEMENT OVER PTS 28, 29 & 31 35R22052 AS IN MT46055; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA		
<i>Address</i>	PORT SEVERN		

Properties

<i>PIN</i>	48018 - 0606 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PT LT 31 CON 2 BAXTER PT 10 35R22329; PT LT 30 CON 2 BAXTER, PT RDAL BTN LT 30 & 31 CON 2 BAXTER CLOSED BY MT22435 PT 12 35R22329; PT PT RDAL BTN LT 30 & 31 CON 2 BAXTER CLOSED BY MT22435 PT 15 35R22329; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT 46055; T/W EASEMENT OVER PTS 27 & 39 35R22329 AS IN MT59586; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0652 LT	<i>Interest/Estate</i>	Fee Simple	✓ Redescription
<i>Description</i>	PT LT 31 CON 2 BAXTER PT 45 ON 35R22329 EXCEPT PT 17 ON 35R23499; S/T PT 45 ON 35R22329 EXCEPT PT 17 ON 35R23499 IN FAVOUR OF PT 9, 11, 13, 14 & 16 ON 35R22329 AS IN MT59586; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586.; TOWNSHIP OF GEORGIAN BAY			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0674 LT	<i>Interest/Estate</i>	Fee Simple	✓ Redescription
<i>Description</i>	PT OF BLOCK 1, PLAN 35M725 PARTS 7 & 8 PLAN 35R23866; ; TOGETHER WITH AN EASEMENT OVER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; TOGETHER WITH AN EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 7 ON 35R23866 AS IN MT113202; S/T EASEMENT OVER PT 7 ON 35R23866 AS IN MT113238; SUBJECT TO AN EASEMENT IN GROSS OVER PT 7 ON 35R23866 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 7 ON 35R23866 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY ; TOGETHER WITH AN EASEMENT OVER PT LT 1 PL 35M725 PT 3 & 4 ON 35R23866 AS IN MT114285			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0663 LT	<i>Interest/Estate</i>	Fee Simple	✓ Redescription
<i>Description</i>	BLOCK 6, PLAN 35M725 S/T EASEMENT OVER PT 49 ON 35R23857 AS IN MT113238; TOGETHER WITH AN EASEMENT OVER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; TOGETHER WITH AN EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586; SUBJECT TO AN EASEMENT OVER PT 49 ON 35R23857 IN FAVOUR OF MT113202 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 49 ON 35R23857 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 49 ON 35R23857 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0664 LT	<i>Interest/Estate</i>	Fee Simple	✓ Redescription
<i>Description</i>	BLOCK 7, PLAN 35M725 S/T EASEMENT OVER PT 45, 46 & 48 ON 35R23857 AS IN MT113238; TOGETHER WITH AN EASEMENT OVER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; TOGETHER WITH AN EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 45, 46 & 48 ON 35R23857 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 45, 46 & 48 ON 35R23857 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 45, 46 & 48 ON 35R23857 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0665 LT	<i>Interest/Estate</i>	Fee Simple	✓ Redescription
<i>Description</i>	BLOCK 8, PLAN 35M725 S/T EASEMENT OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113238; TOGETHER WITH AN EASEMENT OVER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; TOGETHER WITH AN EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8 - 13, ON 35R23857 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0668 LT	<i>Interest/Estate</i>	Fee Simple	✓ Redescription
<i>Description</i>	PART LOT 31 CONCESSION 2 BAXTER; PART 13, 14 & 15 PLAN 35R23916 T/W EASEMENT OVER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586; S/T EASEMENT OVER PT 14 ON 35R23916 AS IN LT192381, TOWNSHIP OF GEORGIAN BAY, THE DISTRICT MUNICIPALITY OF MUSKOKA			
<i>Address</i>	SEVERN BRIDGE			

Properties				
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<i>PIN</i>	48018 - 0669 LT	<i>Interest/Estate</i>	Fee Simple	<input checked="" type="checkbox"/> Redescription
<i>Description</i>	PART LOT 31 CONCESSION 2 BAXTER, PART 16, 17, 18 & 19, PLAN 35R23916, S/T EASEMENT OVER PART 15 & 16, PLAN 35R23857 AS IN MT113238; T/W EASEMENT OVER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586; S/T EASEMENT IN GROSS OVER PART 14 TO 16 PLAN 35R23857 AS IN MT113202; S/T EASEMENT IN GROSS OVER PART 15 & 16 PLAN 35R23857 AS IN MT113265; S/T EASEMENT IN GROSS OVER PART 15 & 16 PLAN 35R23857 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY, THE DISTRICT MUNICIPALITY OF MUSKOKA			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0670 LT	<i>Interest/Estate</i>	Fee Simple	<input checked="" type="checkbox"/> Redescription
<i>Description</i>	PART LOT 31 CONCESSION 2 BAXTER; PART 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12 PLAN 35R23916; S/T EASEMENT OVER PART 44, 50, 51, 53, 63 & 64 PLAN 35R23857 AS IN MT113238 T/W EASEMENT OVER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586; S/T EASEMENT OVER PT 6, 8 & 11 ON 35R23916 AS IN LT192381; S/T EASEMENT IN GROSS OVER PART 44, 50, 51, 53, 63 & 64 PLAN 35R23857 AS IN MT113202; S/T EASEMENT IN GROSS OVER PART 50, 51, 53, 63 & 64 PLAN 35R23857 AS IN MT113265; S/T EASEMENT IN GROSS OVER PART 44, 50, 51, 53, 63 & 64 PLAN 35R23857 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY, THE DISTRICT MUNICIPALITY OF MUSKOKA			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0596 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PART OF LOTS 32 AND 33, CONCESSION 2 BAXTER PT 17, PLAN 35R22329; T/W PT 1 35R6872 AS IN LT100983; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 32 35R22329 AS IN MT59586; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; GEORGIAN BAY, THE DISTRICT MUNICIPALITY OF MUSKOKA			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0597 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PART OF LOT 32, CONCESSION 2 BAXTER PART 19, PLAN 35R22329; T/W EASEMENT OVER PT 2 35R8414 & PT 1 35R6872 AS IN LT100983; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; T/W EASEMENT OVER PARTS 22, 32 & 42, PLAN 35R22329 AS IN MT59586; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0598 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PT LOT 31 AND 32, CON 2 BAXTER PT 23 35R22329; PT LT 32 CON 2 BAXTER PARTS 39 & 40, PLAN 35R22329; T/W EASEMENT OVER PT 2 35R8414 & PT 1 35R6872 AS IN LT100983; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 22 & 43 35R22329 AS IN MT59586; S/T EASEMENT IN GROSS OVER PT 39 35R22329 AS IN MT54175; S/T EASEMENT OVER 39, PLAN 35R22329 IN FAVOUR OF LANDS AND FOR PURPOSES SET OUT IN MT59586; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0599 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PT LT 31, CON 2, AND PT RDAL IN FR LT 31, CON 2 BAXTER (CLOSED BY INSTRUMENT LT119724) PT 25, PLAN 35R22329; PT LOT 31, CON 2 BAXTER PART 27, PLAN 35R22329; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 44 35R22329 AS IN MT59586; S/T EASEMENT OVER PT 27 35R22329 IN FAVOUR OF LANDS AND FOR PURPOSES SET OUT IN MT59586; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0602 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PT LT 31, CON 2 BAXTER; PT RDAL BTN LOTS 30 & 31, CON 2, PT RDAL IN FRDAL BTN LOTS 30 AND 31, CON 2 BAXTER (CLOSED BY BY-LAW 95-28, REG AS MT22435), PT RDAL IN FR LT 31, CON 2 BAXTER (CLOSED BY BY-LAW 83-22 INST LT119724) PT 28, PLAN 35R22329; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; TOWNSHIP OF GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA			
<i>Address</i>	PORT SEVERN			

Properties

<i>PIN</i>	48018 - 0645 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PT LT 31 CON 2 BAXTER PT 1 & 2 ON 35R23499; S/T PT 2 ON 35R23499 AS IN LT192381; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586; S/T EASEMENT OVER PART 35, 36, 38 & 39 ON 35R23857 AS IN MT113239;; SUBJECT TO AN EASEMENT IN GROSS OVER 35-39 ON 35R23857 AS IN MT113203; SUBJECT TO AN EASEMENT IN GROSS OVER PT 39 & 40 ON 35R23857 AS IN MT113266; SUBJECT TO AN EASEMENT IN GROSS OVER PT 35, 36, 38 & 39 ON 35R23857 AS IN MT113271; TOWNSHIP OF GEORGIAN BAY			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0646 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PT LT 31 CON 2 BAXTER PT 9, 10 & 11 ON 35R23499; S/T PT 10 ON 35R23499 AS IN LT192381;T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586. S/T EASEMENT OVER PART 22, 24, 25, 27, 29, 30, 60 & 61 ON 35R23857 AS IN MT113239;; SUBJECT TO AN EASEMENT IN GROSS OVER PT 22, 24, 25, 27, 29, 30, 60, 61 & 65 ON 35R23857 AS IN MT113203, SUBJECT TO AN EASEMENT IN GROSS OVER PT 22, 24, 25, 26, 30, 60 & 65 ON 35R23857 AS IN MT113266; SUBJECT TO AN EASEMENT IN GROSS OVER PT 22, 24, 25, 27, 29, 30, 60, 61 ON 35R23857 AS IN MT113271; TOWNSHIP OF GEORGIAN BAY			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0647 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PT LT 31 CON 2 BAXTER PT 12 ON 35R23499; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586;; TOWNSHIP OF GEORGIAN BAY			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0648 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PT LT 31 CON 2 BAXTER PT 13 ON 35R23499; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586; S/T EASEMENT OVER PART 17 ON 35R23857 AS IN MT113239;; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113203; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113266; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113271; TOWNSHIP OF GEORGIAN BAY			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0649 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PT LT 31 CXON 2 BAXTER PT 15 & 17 ON 35R23499; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586;; TOWNSHIP OF GEORGIAN BAY			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0650 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PT LT 31 CON 2 BAXTER PT 18 ON 35R23499; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586;; TOWNSHIP OF GEORGIAN BAY			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0656 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PT LT 31 CON 2 BAXTER PT 8 ON 35R23499; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; S/T EASEMENT OVER PART 28 ON 35R23857 AS IN MT113239;; SUBJECT TO AN EASEMENT IN GROSS OVER PT 28 ON 35R23857 AS IN MT113203; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113271; TOWNSHIP OF GEORGIAN BAY			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0657 LT	<i>Interest/Estate</i>	Fee Simple	✓ Redescription
<i>Description</i>	PT OF LOT 31, CON 2 BAXTER PT 2 & 6, PL 35R22329 ; PT LT 31 AND 32, CON 2BAXTER PTS 1, 4 AND 8 PLAN 35R22329; EXCEPT PT 5, 6, 8, 14 & 15 ON 35R23499; S/T EASEMENT OVER PT 6 & 8 35R22329 EXCEPT PT 5 35R23499 AS IN LT192381; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA S/T EASEMENT OVER PART 42, 43, 56, 57 & 59 ON 35R23857 AS IN MT113239;; SUBJECT TO AN EASEMENT IN GROSS OVER PT 42, 43, 56, 57, 59 & 62 ON 35R23857 AS IN MT113203; SUBJECT TO AN EASEMENT IN GROSS OVER PT 41, 42, 56, 57 & 59 ON 35R23857 AS IN MT113266; SUBJECT TO AN EASEMENT IN GROSS OVER PT 42, 43, 56, 57 & 59 ON 35R23857 AS IN MT113271			
<i>Address</i>	PORT SEVERN			

Properties

<i>PIN</i>	48018 - 0600 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PT LT 31, CON 2 BAXTER PT 9 & 13 PLAN 35R22329; PT RDAL BTN LTS 30 AND 31, CON 2 BAXTER (CLOSED BY BY-LAW 95-28 INSTRUMENT MT22435) PTS 14 AND 16 PL 35R22329; PT OF LOT 30 CON 2 BAXTER, PT RDAL BTN LOTS 30 AND 31, CON 2 BAXTER (CLOSED BY BY-LAW 95-28 INSTRUMENT MT22435) AND PT RDAL IN FR LT 30, CON 2 BAXTER (CLOSED BY BY-LAW 2002-258 NO. MT22436) PT 11, PLAN 35R22329; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 35R22052 AS IN MT46055; T/W EASEMENT OVER 45, PLAN 35R22329 AS IN MT59586; GEORGIAN BAY, THE DISTRICT MUNICIPALITY OF MUSKOKA S/T EASEMENT OVER PART 18, 19, 21, 31, 32 & 34 ON 35R23857 AS IN MT113239; SUBJECT TO AN EASEMENT IN GROSS OVER PT 18 - 21, 31 - 34 ON 35R23857 AS IN MT113203. SUBJECT TO AN EASEMENT IN GROSS OVER PT 18, 19 & 21 ON 35R23857 AS IN MT113265. SUBJECT TO AN EASEMENT IN GROSS OVER PT 18, 19, 21, 31, 32 & 34 AS IN MT113271			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0687 LT	<i>Interest/Estate</i>	Fee Simple	✓ Redescription
<i>Description</i>	PART OF BLOCK 5, PLAN 35M725 PARTS 79, 80, 81 & 82 PLAN 35R23866; S/T EASEMENT OVER PT 82, PLAN 35R23866 AS IN MT113238; TOGETHER WITH AN EASEMENT OVER PT 28, 29 & 31 PLAN 35R 22052 AS IN MT46055; TOGETHER WITH AN EASEMENT OVER PT 27 & 29 PLAN 35R22329 AS IN MT59586. SUBJECT TO AN EASEMENT IN GROSS OVER PT 82, PLAN 35R23866 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 82 PLAN 35R23866 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 82, PLAN 35R23866 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY.; SUBJECT TO AN EASEMENT OVER PT 80 ON 35R23866 IN FAVOUR OF PT BLK 5 PL 35M725 PT 77 & 78 ON 35R23866 AS IN MT115157			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0688 LT	<i>Interest/Estate</i>	Fee Simple	✓ Redescription
<i>Description</i>	PART OF BLOCK 5, PLAN 35M725 PARTS 83, 84, 85, 86, 87 & 88 ON 35R23866; S/T EASEMENT OVER PT 83, 87 & 88, PLAN 35R23866 AS IN MT113238; TOGETHER WITH AN EASEMENT OVER PT 28, 29 & 31 PLAN 35R22052 AS IN MT46055; TOGETHER WITH AN EASEMENT OVER PT 27 & 29 PLAN 35R22329 AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 83, 87 & 88 PLAN 35R23866 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 83, 87 & 88 PLAN 35R23866 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 83, 87 & 88 PLAN 35R23866 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY.; SUBJECT TO AN EASEMENT OVER PT 85 & 87 ON 35R23866 IN FAVOUR OF PT BLK 5 PL 35M725 PT 77 & 78 ON 35R23866 AS IN MT115157			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0690 LT	<i>Interest/Estate</i>	Fee Simple	✓ Redescription
<i>Description</i>	PART OF BLOCK 4, PLAN 35M725 PT 59 & 60 PLAN 35R23866; S/T EASEMENT OVER PT 60 ON 35R23866 AS IN MT113238; TOGETHER WITH AN EASEMENT OVER PT 28, 29 & 31 PLAN 35R22052 AS IN MT46055; TOGETHER WITH AN EASEMENT OVER PT 27 & 29 PLAN 35R22329 AS IN MT59586. SUBJECT TO AN EASEMENT IN GROSS OVER PT 60 ON 35R23866 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 60 ON 35R23866 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 60 ON 35R23866 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY.; TOGETHER WITH AN EASEMENT OVER PT BLK 4 PL 35M725 PT 54 & 57 ON 35R23866 AS IN MT115481			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0691 LT	<i>Interest/Estate</i>	Fee Simple	✓ Redescription
<i>Description</i>	PART OF BLOCK 4, PLAN 35M725 PT 61 & 62 PLAN 35R23866; S/T EASEMENT OVER PT 61 ON 35R23866 AS IN MT113238; TOGETHER WITH AN EASEMENT OVER PT 28, 29 & 31 PLAN 35R22052 AS IN MT46055; TOGETHER WITH AN EASEMENT OVER PT 27 & 29 PLAN 35R22329 AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 61 ON 35R23866 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 61 ON 35R23866 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 61 ON 35R23866 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY.			
<i>Address</i>	PORT SEVERN			
<i>PIN</i>	48018 - 0692 LT	<i>Interest/Estate</i>	Fee Simple	✓ Redescription
<i>Description</i>	PART OF BLOCK 4, PLAN 35M725 PARTS 63, 64, 65, 66, 67 & 68 PLAN 35R23866; S/T EASEMENT OVER PT 66, 67 & 68 ON 35R23866 AS IN MT113238; TOGETHER WITH AN EASEMENT OVER PT 28, 29 & 31 PLAN 35R22052 AS IN MT46055; TOGETHER WITH AN EASEMENT OVER PT 27 & 29 PLAN 35R22329 AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 66, 67 & 68 ON 35R23866 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 66, 67 & 68 ON 35R23866 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 66, 67 & 68 ON 35R23866 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY.			
<i>Address</i>	PORT SEVERN			

ROMAS KARTAVICIUS

Applicant

and

OAK BAY DEVELOPMENTS INC. AND OAK BAY GOLF CLUB INC.

Respondents

Court File No. CV-14-10703-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

Proceeding Commenced at **TORONTO**

**RECEIVERSHIP ORDER
(APPOINTING RECEIVER)**

CHANG ADVOCACY PROFESSIONAL CORPORATION

Barristers and Solicitors
Suite 407, 989 Derry Road East
Mississauga, ON L5T 2J8

Charles C. Chang (LSUC #45355D)
Zehra Akbar (LSUC #65070J)
Tel: 905.670.8868
Fax: 905.670.8871
Email: cchang@changadvocacy.com
Email: zakbar@changadvocacy.com

Lawyers for the Applicant.
Romus Kartavicius

TAB B

Deloitte

Deloitte Restructuring Inc.
 Brookfield Place
 181 Bay Street
 Suite 1400
 Toronto ON M5J 2V1
 Canada

November 20, 2014

Tel: 416-775-7326
 Fax: 416-601-6690
www.deloitte.ca

[Purchaser Name]
 [Address]
 Port Severn, ON, L0K 1S0

Dear Sirs

Subject: In the Matter of the Court –appointed Receivership of Certain Assets of Oak Bay Developments Inc. (“Oak Bay”)

We are writing to advise you that on November 12, 2014, the Ontario Superior Court of Justice (Commercial List) (the “Court”) issued an order appointing Deloitte Restructuring Inc. as Receiver (the “Receiver”) in a limited capacity over certain assets of Oak Bay, including, without limitation, 26 residential units of The Residences of Oak Bay Golf and Country Club (“Units”). A copy of the Receivership Order and other court documents can be found on the Receiver’s website at www.insolvencies.deloitte.ca/en-ca/Pages/Oakbay.aspx.

The Units consist of 26 units in the Clubhouse Villa Series, Blocks 1 through 4. The Receiver understands that you have entered into an Agreement of Purchase and Sale with Oak Bay for the purchase of one of the Units. The Receiver’s limited mandate is to administer the completion of the construction of the Units in order to allow Oak Bay to complete and close the sale of the Units, including your Unit. In that regard, we will be working with Oak Bay to complete construction as expeditiously as possible. Once your Unit has been completed, you will be contacted by Oak Bay to finalize the transaction.

Should you have any questions concerning your unit, please contact your representative at Oak Bay. Should you have any questions concerning the receivership, please do not hesitate to contact the undersigned.

Yours very truly,

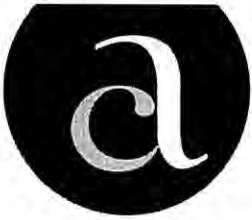
DELOITTE RESTRUCTURING INC.

Court-appointed Receiver of certain assets of
 Oak Bay Developments Inc.
 and not in its personal capacity



Hartley Bricks, MBA, CA, CIRP
Vice President

TAB C




Chang Advocacy Professional Corporation

LAWYERS

Suite 407, 989 Derry Road East, Mississauga, Ontario L5T 2J8

W: www.ChangAdvocacy.com

Charles C. Chang

 Certified as a Specialist in Civil Litigation
by the Law Society of Upper Canada

T: 905 670 8868 ext.222

F: 905 670 8871

E: cchang@changadvocacy.com

8 December 2014

SENT BY EMAIL (wjm@wjmacleod.com)

William J. MacLeod, Q.C.
Barrister and Solicitor
700 Kerr Street, Suite 201
Oakville, Ontario L6K 3W5

Dear Mr. MacLeod:

**Re: Oak Bay Developments Inc. ("OBD")
Our File No. 1094001**

I am counsel for Romas Kartavicius, the applicant in the application referenced as Court File No. 14-10703-00CL, in which application, the Honourable Justice Wilton-Siegel made an order dated November 14, 2014 (the "Order") appointing Deloitte Restructuring Inc. as receiver (the "Receiver") for the purposes of completing the Mandate (as defined in the Order).

In addition, the order also authorized my client to manage and direct OBD in the completion of the Units (as defined in the order) and the closing of all applicable agreements of purchase and sale.

I understand that you and/or your client have/has already been contacted by the Receiver and provided with a link to the Receiver's website where a copy of the Order can be accessed and downloaded.

My client has only very recently become aware of the arrangement purportedly made by Bryan Coleman with your client in respect of the purchase of S1V Unit #25 ("Unit 25") and has had to try and piece together exactly what it was that Mr. Coleman purported to agree to. Having said that, just based upon what my client has been able to piece together, the following, among other things, have become abundantly clear:

1. Mr. Coleman was not authorized to make the said purported arrangement with your client;
2. my client did not, at any time, agree to any of the terms of the said purported arrangement;
3. the alleged debt is not owing to your client, but to a separate corporate entity;
4. the said corporation is not the purported purchaser of Unit 25;
5. the said debt to that corporation is allegedly owed by Oak Bay Golf Club Inc., which is neither the owner nor the vendor of the Unit 25;

6. the alleged debt is overstated by your client by, at least, \$370,000.00;
7. there is no consideration flowing to OBD under the purported arrangement;
8. your client failed to make the requisite deposit payments under the applicable agreement of purchase and sale for Unit 25;
9. your client, in any event, has failed to comply with the requirements of the purported arrangement in terms of, among other things, the applicable elections.

My client has reviewed the situation with the Receiver and, with the Receiver's approval and consent, advises as follows.

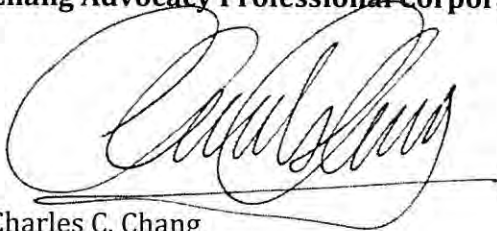
Based upon, among other things, the above, as well as your client's stated position (as outlined in your various correspondence to Harris Shaeffer LLP), your client's purported purchase of Unit 25 is hereby voided and of no further force or effect.

In addition, the Receiver has advised that, in any event, if this had been a typical receivership instead of a limited one, it would have taken steps to terminate the McFaul agreement of purchase and sale based on the evidence to date. As a result, the Receiver approves and consents to the Debtor not proceeding with the Agreement of Purchase and sale in your client's name.

Should you have any questions in respect of the above, please do not hesitate to contact me.

I am advised by my client that, should your client wish to purchase Unit 25, he is free to contact OBD's Director of Sales and Marketing, Adriana Mendanha, by telephone (905.274.5500, ext.249) or by email (adriana@edenoak.com) to make appropriate arrangements to execute the applicable documentation and make the applicable payments as consideration for the purchase. As you and your client are aware, the Units are in the final stages of completion and the current agreements of purchase and sale are looking to be closed in approximately 6 to 8 weeks.

Yours very truly,
Chang Advocacy Professional Corporation



[signed electronically]

Charles C. Chang
CCC/cb

cc: *Client*
Hartley Bricks (Receiver)

TAB D

DEPOSITS TO PURCHASER

PROJECT NAME:

RE: SUITE S1V Unit 29

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: OAK BAY DEVELOPMENTS INC.

(hereinafter called the "Vendor")

AND: KENT TRAINOR

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 11th day of September, 2011 (the "**Purchase Agreement**"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 29 on LEVEL 1, together with an undivided interest in the common elements appurtenant thereto (hereunder collectively referred to as the "**Purchased Units**"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situated in the Township of Georgian Bay (formerly the Geographic Township of Baxter), registered in the Land Registry Office for the Land Titles Division of Muskoka (hereinafter referred to as the "**Real Property**");

AND WHEREAS the Purchase Agreement provides, inter alia, for the Purchaser's deposit monies (the "**Deposits**") to be payable to the firm of Harris, Sheaffer LLP (the "**Escrow Agent**"), who is holding and monitoring the Deposits in a designated trust account;

AND WHEREAS for various pertinent reasons, the Purchaser now desires to terminate the Purchase Agreement, and the parties have agreed to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual release hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addenda thereto or amendments thereof, is hereby terminated and of no further force or effect.
2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser:

the sum of \$20,000.00, representing the Deposits paid by the Purchaser to the Escrow Agent, in trust, together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or the *Condominium Act 1998*, as amended.

the sum of \$965.85, representing the Design Studio deposit paid by the Purchaser.

3. The parties hereto hereby mutually release each other and each of their respective heirs, estate trustees, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addenda thereto or amendments thereof) and/or termination thereof pursuant to the foregoing provisions hereof. Notwithstanding the foregoing, this release is delivered without prejudice to the Purchaser's right, if any, to claim delayed occupancy compensation pursuant to the Taron Addendum attached to the Purchase Agreement.
4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Units and/or the Deposits against any other person or corporation which might be entitled to claim contribution or indemnity (or any claim similar or akin thereto) from the Vendor in connection with the Purchase Agreement or the termination thereof, including without limitation, Taron, the Escrow Agent and Deloitte Restructuring Inc. in its capacity as Receiver of certain assets of the Vendor, including the Purchased Units. If the Purchaser breaches, or has made a misrepresentation in this paragraph, and a claim for contribution, indemnity or other relief has or will be made against the Vendor, the Purchaser hereby agrees to fully indemnify the Vendor for any such claim or proceeding, including all costs incurred by the Vendor related to any such claim.
5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective heirs, estate trustees, successors and assigns.

This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

This agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

This agreement may be executed and transmitted by facsimile and/or email and shall in such event be effective and binding on the undersigned and their heirs, estate trustees, successors and assign as if originally executed.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 16th day of JANUARY, 2015.

SIGNED, SEALED AND DELIVERED in the presence of:

[Signature]
Witness

[Signature]
KENT TRAINOR

OAK BAY DEVELOPMENTS INC.
Per: [Signature]
Name: IVAN OSTI
Title: CONTRACTS MANAGER

I have authority to bind the corporation.

TAB E

HARRIS, SHEAFFER LLP

BARRISTERS & SOLICITORS

YONGE CORPORATE CENTRE
4100 YONGE STREET, SUITE 610, TORONTO, ONTARIO M2P 2B5
TELEPHONE (416) 250-5800 / FACSIMILE (416) 250-5300

February 20, 2015
File No.: 100768
Contact: Karen McNeill 416-250-3695

Gerald T. Miller
Gardiner, Miller, Arnold LLP
Barristers and Solicitors
390 Bay Street
Suite 1202
Toronto, Ontario M5H 2Y2
Dear Sirs:

Re: Oak Bay Developments Inc. sale to Kerry Heintzman
Unit 15, Level 1, MSCP TBR
2 Carnoustie Lane, Port Severn, Ontario L0K 1S0

We are the solicitors for Oak Bay Developments Inc.

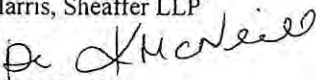
As you are aware, the Closing Date (interim occupancy date) was scheduled for January 23, 2015. To date, this transaction has not been completed.

Accordingly, your client is in default of the provisions of the Agreement of Purchase and Sale by his failure to complete this transaction as required pursuant to said Agreement of Purchase and Sale. In accordance with paragraph 25 of the Agreement of Purchase and Sale, your client is hereby provided with written notice of the default and are required to remedy such default and complete this transaction within five days of the date of this letter.

If this transaction is not completed on or before February 27, 2015 our client will terminate the Agreement of Purchase and Sale, with no further notice to you or your client, and will retain the existing deposit moneys as liquidated damages and not as penalty and shall avail itself of all applicable remedies pursuant to the Agreement of Purchase and Sale and at law.

Please have your client govern himself accordingly.

Yours very truly,
Harris, Sheaffer LLP


Mark Karoly

MK:km

c.c. Oak Bay Developments Inc.

■
BARRY ROTENBERG

■
GARY H. HARRIS

■
ROBERT D. SHEAFFER

■
PHILIP J. DRAPER

■
MARK F. FREEDMAN
(1981 - 2009)

■
JEFFREY P. SIVER

■
STEPHEN M. KARR

■
MARTIN P. HUNTER

■
MARK L. KAROLY

■
MICHAEL J. BALM

■
ARI M. KAUF

■
RAZVAN NICOLAE

■
ROBERT SHORE

TAB F

Bricks, Hartley (CA - Toronto)

From: Adriana Mendanha <adriana@edenoak.com>
Sent: Thursday, February 26, 2015 10:04 AM
To: Bricks, Hartley (CA - Toronto); kerryhh@rogers.com
Subject: RE: Oak Bay Developments Inc. S1V #15

Importance: High

Good morning gentlemen. Please note that there has been no communication whatsoever from Mr. Kerry Heintzman nor his representing lawyer. A default letter was sent out on Feb 20th, 2015 to his solicitor, pertaining to his occupancy, from our solicitor. Mr. Heintzman has until tomorrow to respond.

The golf course will be open on regular schedule and the clubhouse is scheduled to open this Summer.

Regards,

Adriana Mendanha

Dir. Sales & Marketing


Eden Oak

t: 905 274-5500x 249 f: 905 274-5050

adriana@edenoak.com - www.edenoak.com

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From: Bricks, Hartley (CA - Toronto) [mailto:hbricks@deloitte.ca]
Sent: February-26-15 9:38 AM
To: kerryhh@rogers.com
Cc: adriana@edenoak.com
Subject: RE: Oak Bay Developments Inc.

Good morning Kerry,

With respect the Condo Villas, we are working with Oak Bay to complete the submission for the registration of the condominium. That should be finalized imminently and we understand it will take two to four weeks for the District to approve the registration. Construction of the remaining villas continues and should be completed in the next few weeks.

With respect to the other parts of the development, including the clubhouse and marina, your question can best be answered by Oak Bay. I have copied Adriana Mendanha on this e-mail who can respond to your concerns.

Best regards,

Hartley Bricks

Vice President | Financial Advisory Services

Deloitte

181 Bay Street, Brookfield Place, Suite 1400, Toronto, ON M5J 2V1 Canada

Tel/Direct (416) 775-7326 | Main (416) 601-6150 | Fax (416) 601-6690

hbricks@deloitte.ca | www.deloitte.ca**Confidentiality Warning:**

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TAB G

HARRIS, SHEAFFER LLP

BARRISTERS & SOLICITORS

YONGE CORPORATE CENTRE
4100 YONGE STREET, SUITE 610, TORONTO, ONTARIO M2P 2B5
TELEPHONE (416) 250-5800 / FACSIMILE (416) 250-5300

March 2, 2015
File No.: 100768
Contact: Karen McNeill 416-250-3695

DELIVERED BY EMAIL

Gerald T. Miller
Gardiner, Miller, Arnold LLP
Barristers and Solicitors
390 Bay Street
Suite 1202
Toronto, Ontario M5H 2Y2

Dear Sirs:

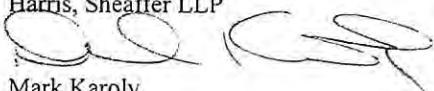
Re: Oak Bay Developments Inc. sale to Kerry Heintzman
Unit 15, Level 1, MSCP TBR
2 Carnoustie Lane, Port Severn, Ontario L0K 1S0

We are the solicitors for Oak Bay Developments Inc..

Further to our letter of February 20, 2015, the default under the terms of an Agreement of Purchase and Sale with Oak Bay Developments Inc. to purchase the above noted property has not been cured. Accordingly, our client hereby terminates the above-noted transaction due to your client's failure to remedy the default as set out in the Default Letter.

Our client will retain the existing deposit moneys as liquidated damages and not as penalty and shall avail itself of all applicable remedies pursuant to the Agreement of Purchase and Sale and at law and reserves the right to bring such action as may be necessary for any such damages it incurs as a result of your client's default.

Yours very truly,
Harris, Sheaffer LLP


Mark Karoly

MK:km

c.c. Oak Bay Developments Inc.

■
BARRY ROTENBERG

■
GARY H. HARRIS

■
ROBERT D. SHEAFFER

■
PHILIP J. DRAPER

■
MARK F. FREEDMAN
(1981 - 2009)

■
JIFFREY P. SILVER

■
STEPHEN M. KARR

■
MARTIN P. HOUSER

■
MARK L. KAROLY

■
MICHAEL J. BAUM

■
ARI M. KATZ

■
RAZVAN NICOLAE

■
ROBERT SHORE

TAB H

CHRISTIE/CUMMINGS
BARRISTERS & SOLICITORS

325 HUME STREET
 COLLINGWOOD, ONTARIO
 L9Y 1W4

TELEPHONE: (705) 444-3650
 FACSIMILE: (705) 444-0024
 E-MAIL: macummings@christiecummings.com

VIA FACSIMILE 416-941-8852

April 1, 2014

Fogler, Rubinoff LLP
 Lawyers
 77 King Street West
 Suite 3000, P.O. Box 95
 TD Centre North Tower
 Toronto, ON M5K 1G8

Attention: Robin E. Spinks

Dear Sir:

Re: C.C. Tatham & Associates Ltd. v. Oak Bay Developments – Lien Matter

I confirm we represent C.C. Tatham & Associates. Ltd.

Please be advised that our client's Statement of Claim and Certificate of Action are out for proper service.

As a courtesy, we thought that the attached Claim and Certificate of Action should also be delivered to you, as counsel for Oak Bay Developments.

Of course, if this matter can be resolved by counsel, a statement of defence will not be required to be delivered.

I look forward to your position regarding our last email.

Yours very truly,

CHRISTIE/CUMMINGS

Per:



MARY ANNE CUMMINGS

MAC/mp

Encl ...
 102-36-7.f1

Court File No *CV14-12-00*

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the Construction Lien Act, R.S.O. 1990, c. C.30

BETWEEN:



C.C. TATHAM & ASSOCIATES LTD.

Plaintiff

and

OAK BAY DEVELOPMENTS INC. and
THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BAY

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

~~If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.~~

~~Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.~~

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.


IF YOU PAY THE PLAINTIFF'S CLAIM, and \$800 for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400 for costs and have the costs assessed by the Court.

Date *29 January 2014*

Issued by *Barbara Couck*
Registrar

Address of court office: 3 Dominion Street North
Bracebridge, Ontario
P1L 2E6

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TO: Oak Bay Developments Inc.
Oak Bay Golf Club Inc.
1100 Central Parkway West
Unit 30
Mississauga, Ontario
L5C 4E5

Defendant

AND TO: The Corporation of the Township of Georgian Bay
99 Lone Pine Road
Port Severn, Ontario
L0K 1S0
Defendant

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CLAIM

1. The Plaintiff, C.C. Tatham & Associates Ltd., claims: *(State here the precise relief claimed.)*
 - (a) The sum of TWO HUNDRED AND FORTY FIVE THOUSAND AND FORTY NINE DOLLARS AND SIXTY TWO CENTS (\$245,049.62);
 - (b) Payment of prejudgment interest on the sum of \$245,049.62 calculated at the rate of 5% per annum (Prime +2%) from the date of each invoice to Judgment pursuant to the contract between the parties and the invoices rendered.
 - (c) In the alternative, payment of prejudgment interest on the sum of \$245,049.62 from the date of each invoice to Judgment pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43, Sections 128;
 - (d) Payment of post judgment interest on the sum of \$245,049.62 at the rate of 5% per annum (Prime +2%) pursuant to the Contract between the parties and the invoices rendered;
 - (e) In the alternative, payment of post judgment interest on the sum of \$245,049.62 pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43, Sections 129;
 - (f) That in default of the payment of the said sum of \$245,049.62 and costs by the Defendants or one of them, all of the estate and interest of the Defendants, in the said lands, hereinafter set forth, may be sold and the proceeds applied in and towards payment of the Plaintiff's claim and costs pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C.30, and amendments thereto;

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- (g) For the purposes of aforesaid and for all other purposes, that all proper directions be given, inquiries made and accounts taken;
- (h) The costs of this proceeding, plus goods and services tax, on a solicitor and client basis; and,
- (i) Such further and other Relief as to this Honourable Court may seem just.

2. The Plaintiff, C.C. Tatham & Associates Ltd., is a company incorporated pursuant to the laws of the Province of Ontario, and carries on business in the Town of Collingwood in the Province of Ontario as an engineering firm.

3. The Defendant Oak Bay Developments Inc. is a company incorporated pursuant to the laws of the Province of Ontario and at all material times is the owner of the property described in the lien hereinafter set forth and is the company to whom the Plaintiff provided its services and materials supplied at the lands and premises described in the Claim for Lien.

4. The Defendant The Corporation of the Township of the Georgian Bay (the "Municipality") is a corporation incorporated under the *Municipal Act* and at all material times was the owner of a public street or highway.

5. On or about February 10, 2007, the Plaintiff C. C. Tatham & Associates Ltd. entered into a contract with the Defendant Oak Bay Developments Inc. whereby the Plaintiff agreed to provide engineering services and all related labour and services for Phase 1 and Phase 3 of the Oak Bay Development in the District of Muskoka.

6. The Plaintiff C. C. Tatham & Associates Ltd. has completed its work and supplied the materials it was required to supply under its contract to date.

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7. The work was billed on a time and material basis. As of January 23, 2014, there is due and owing to the Plaintiff C. C. Tatham & Associates Ltd. by the Defendant Oak Bay Developments Inc. the sum of \$250,577.52 plus interest from January 24, 2014 and costs.
8. At the time of registration of the lien, the Plaintiff had performed its last work upon the premises on or about November 15, 2013.
9. Invoices for all the work done and materials supplied have been delivered to the Defendant Oak Bay Developments Inc. c/o Bryan Coleman, 1443 Hurontario Street, Mississauga, Ontario L5G 3H5 as follows:

Invoice No./ Cheque No.	Invoice Date	Invoice Amount /Payments
28832	1/31/12	\$317.81
Receipt- Chq No. 396	2/14/2013	-317.81
29630	4/30/12	1,009.94
Receipt – Chq No. 396	2/14/2013	-1,009.94
29631	4/30/12	20,515.68
Receipt – Chq No. 396	2/14/2013	-19,342.52
29879	5/31/12	3,397.06
29880	5/31/12	33,975.83
30133	6/30/12	1,179.44
30137	6/30/12	15,709.29
30394	7/28/12	6,342.18
30398	7/28/12	26,942.58
30664	8/31/12	1,115.88
30665	8/31/12	38,293.91
30980	9/30/12	2,224.69
30981	9/30/12	29,504.56
31403	10/31/12	2,364.58
31404	10/31/12	12,251.93
31725	11/30/12	7,552.89
31932	12/31/12	3,303.84
31944	12/31/12	5,230.94
32205	1/31/13	3,171.06
32207	1/31/13	7,213.59
Interest (Inv Due date to Feb 1)	2/1/2013	4,240.18
Receipt Chq No. 396	2/14/2013	-4,240.18
32518	2/28/2013	889.88
32520	2/28/2013	5,031.38
32713	3/31/2013	1,970.44
32714	3/31/13	5,497.21

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32971	4/30/13	5,212.13
32972	4/30/13	9,455.70
Interest (Feb 2 to May 23)	5/23/13	3,450.75
33387	5/31/13	2,857.49
33388	5/31/13	8,845.76
Interest (May 24 to June 21)	6/21/13	878.37
33691	6/30/13	1,829.19
33692	6/30/13	4,337.34
Interest (June 22 to July 23)	7/23/13	1,022.18
33958	7/31/13	9,954.11
33959	7/31/13	2,415.38
Receipt	8/19/13	-49,270.01
Interest (July 24 to Aug 27)	8/27/13	945.27
34219	8/31/13	7,938.25
34220	8/31/13	4,147.74
Interest (Aug 28 to Sept 24)	9/24/13	796.41
34453	9/30/13	3,241.69
34454	9/30/13	1,066.44
Interest (Sept 25 to Oct 23)	10/23/13	872.26
34848	10/31/13	2,963.43
34850	10/31/13	5,323.83
Interest (Oct 24 to Nov 25)	11/25/13	1,015.75
35119	11/30/13	199.16
35120	11/30/13	4,844.37
Interest (Nov 26 to Dec 18)	12/18/13	723.31
Interest (Dec 19 to Jan 23)	1/23/14	1,174.90
TOTAL OWING		\$250,577.52

10. The total amount due and owing on the day of registration of the lien was \$245,049.62. The Defendant Oak Bay Developments Inc. made no payments on account after the registration of the lien on December 20, 2013. The outstanding accrued interest calculated at the rate of 5% per annum (Prime +2%) for the period July 24, 2013 to January 23, 2014 is \$5,527.90. The total amount of principal and interest owing as of January 23, 2014 is \$250,577.52.

11. As of January 23, 2014, the amount claimed as due and owing to the Plaintiff by the Defendant Oak Bay Developments Inc. in respect of services or materials is the sum of \$250,577.52 plus interest from January 24, 2014 forward and costs.

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OAK BAY LIEN

12. By reason of performing the said work and supplying the said materials, the Plaintiff became and is entitled to a lien upon the estate or interest of the Defendant Oak Bay Developments Inc. in the lands and premises more particularly described in the Claim for Lien in the sum of \$245,049.62 together with interest and costs of the action pursuant to the provisions of the *Construction Lien Act*, 1990.

13. On the 19th day of December, 2013, the Plaintiff, C.C. Tatham & Associates Ltd, in pursuance with the *Construction Lien Act*, caused to be electronically registered in the Land Titles office for the Registry Division No. 35 of the District Municipality of Muskoka, as Instrument No. MT134558, a Claim for Lien which is in the words and figures as follows:

**FORM 8
CLAIM FOR LIEN
UNDER SECTION 34 OF THE ACT**

	<i>Construction Lien Act</i>
Name of lien claimant:	C.C. TATHAM & ASSOCIATES LTD., lien claimant.
Address for service:	115 Sanford Fleming Drive, Collingwood, Ontario L9Y 5A6
Name of owner:	OAK BAY DEVELOPMENTS INC.
Address:	1443 Hurontario Street Mississauga, Ontario L5G 3H5
Name of person to whom lien claimant supplied services or materials:	OAK BAY DEVELOPMENTS INC. c/o Bryan Coleman c/o Romas Kartavicius
Address:	1443 Hurontario Street Mississauga, Ontario L5G 3H5
Time within which services or materials were supplied:	from February 10, 2007 to November 15, 2013
Short description of services or materials that have been supplied:	Engineering services and all related labour and services for Phase 1 and Phase 3
Contract price:	\$Time and Material
Amount claimed as owing in respect of services or materials that have been supplied:	\$245,049.62.

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- A. The lien claimant, C.C. Tatham & Associates Ltd. claims a lien against the interest of every person identified above as an owner of the premises described in Schedule "A" to this claim for lien.

C.C. TATHAM & ASSOCIATES LTD.

PER:

DATE: December 19, 2013

Reginald Meadley
I have authority to bind the corporation

SCHEDULE "A"

To the claim for lien of: C.C. TATHAM & ASSOCIATES LTD.,

Description of Premises: See Schedule attached,

which claim is verified by the Affidavit of Reginald J. Meadley, President of the claimant C.C. Tatham & Associates Ltd. and sworn before a Commissioner for taking Affidavits in the Province of Ontario as required by the *Act*.

14. The Plaintiff, C.C. Tatham & Associates Ltd. states that the lien registered as Instrument No. MT134558 in the Land Titles office for the Registry Division of the District Municipality of Muskoka and outlined in paragraph 13 herein is in respect of the same monies due and owing to the Plaintiff C.C. Tatham & Associates and properly sets out the owner of the Property.

MUNICIPALITY LIEN

15. By reason of performing the said work and supplying the said materials, the Plaintiff became and is entitled to a lien upon the estate or interest of the Defendant Municipality on the public streets and highways in the Oak Bay development and against the holdback required to be retained by the Municipality pursuant to the provisions of the *Construction Lien Act, 1990*.

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16. On the 24th day of December, 2013, the Plaintiff, C.C. Tatham & Associates Ltd, in pursuance with the *Construction Lien Act*, caused to be served on the Clerk of the Defendant Municipality, a Claim for Lien which is in the words and figures as follows:

**FORM 8
CLAIM FOR LIEN
UNDER SECTION 34 OF THE ACT**

	<i>Construction Lien Act</i>
Name of lien claimant:	C.C. TATHAM & ASSOCIATES LTD., lien claimant.
Address for service:	115 Sanford Fleming Drive, Collingwood, Ontario L9Y 5A6
Name of owner:	Township of Georgian Bay
Address:	99 Lone Pine Road Port Severn, ON L0K 1S0
Name of person to whom lien claimant supplied services or materials:	OAK BAY DEVELOPMENTS INC. c/o Bryan Coleman c/o Romas Kartavicius
Address:	1443 Hurontario Street Mississauga, Ontario L5G 3H5

Time within which services or materials were supplied:
from February 10, 2007 to November 15, 2013

Short description of services or materials that have been supplied:
Engineering services and all related labour and services for Phase 1 and Phase 3

Contract price:	\$Time and Material
Amount claimed as owing in respect of services or materials that have been supplied:	\$245,049.62.

- A. The lien claimant, C.C. Tatham & Associates Ltd. claims a lien against the interest of every person identified above as an owner of the premises described in Schedule "A" to this claim for lien.

C.C. TATHAM & ASSOCIATES LTD.
PER:

DATE: December 23, 2013

Reginald Meadley
I have authority to bind the corporation

-10-
SCHEDULE "A"

To the claim for lien of: C.C. TATHAM & ASSOCIATES LTD.,

Description of Premises:

PIN 48018-0666 (LT)

Links Trail, Plan 35M725; together with an easement as in MT46055; together with an easement as in MT59586; Township of Georgian Bay

PIN 48018-0667 (LT)

Masters Crescent, Plan 35M725; together with a easement as in MT46055; together with an easement as in MT59586; Township of Georgian Bay

which claim is verified by the Affidavit of Reginald J. Meadley, President of the claimant C.C. Tatham & Associates Ltd. and sworn before a Commissioner for taking Affidavits in the Province of Ontario as required by the *Act*.

17. The Plaintiff, C.C. Tatham & Associates Ltd., states that the lien outlined in paragraph 16 herein is in respect of the same monies due and owing to the Plaintiff C.C. Tatham & Associates Ltd. by the Defendant Oak Bay Developments Inc.

OAK BAY LIEN and MUNICIPALITY LIEN

18. The lands referred to in the Statement of Claim and which are more particularly described in the two Claim for Liens are lands occupied by the Defendant Oak Bay Developments Inc. and the lands registered in the name of the Defendant Municipality; and, are the lands for which the Plaintiff C.C. Tatham & Associates Ltd. furnished the services, materials and labour hereinbefore set forth.

19. The Plaintiff proposes that this action be tried at the City of Bracebridge, Province of Ontario.

January 29, 2014

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CHRISTIE/CUMMINGS
Barristers & Solicitors
325 Hume Street
Collingwood, Ontario
L9Y 1W4

Mary Anne Cummings (LSUC# 25304A)
macummings@christiecummings.com
Tel: (705) 444-3650
Fax: (705) 444-0024

Lawyers for the Plaintiff,
C.C. Tatham & Associates Ltd.

SCHEDULE "A"	
<i>PIN</i>	48018 - 0665 LT
<i>Description</i>	BLOCK 8, PLAN 35M725 S/T EASEMENT OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113238; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8 - 13, ON 35R23857 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48018 - 0700 LT
<i>Description</i>	BLOCK 1, PLAN 35M728; SUBJECT TO AN EASEMENT AS IN MT113202; SUBJECT TO AN EASEMENT AS IN MT113238; SUBJECT TO AN EASEMENT AS IN MT113265; SUBJECT TO AN EASEMENT AS IN MT113270; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; TOWNSHIP OF GEORGIAN BAY
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48018 - 0706 LT
<i>Description</i>	BLOCK 7, PLAN 35M728; SUBJECT TO AN EASEMENT AS IN MT113202; SUBJECT TO AN EASEMENT AS IN MT113238; SUBJECT TO AN EASEMENT AS IN MT113265; SUBJECT TO AN EASEMENT AS IN MT113270; SUBJECT TO AN EASEMENT AS IN MT119980; SUBJECT TO AN EASEMENT AS IN MT120638; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; TOWNSHIP OF GEORGIAN BAY
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48018 - 0705 LT
<i>Description</i>	BLOCK 6, PLAN 35M728; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; SUBJECT TO AN EASEMENT AS IN MT119980; SUBJECT TO AN EASEMENT AS IN MT120638; TOWNSHIP OF GEORGIAN BAY
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48018 - 0707 LT
<i>Description</i>	BLOCK 8, PLAN 35M728; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; SUBJECT TO AN EASEMENT AS IN MT119980; SUBJECT TO AN EASEMENT AS IN MT120638; TOWNSHIP OF GEORGIAN BAY
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0003 LT
<i>Description</i>	UNIT 3, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0010 LT
<i>Description</i>	UNIT 10, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0002 LT
<i>Description</i>	UNIT 2, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0017 LT
<i>Description</i>	UNIT 17, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN

<i>PIN</i>	48864 - 0018 LT
<i>Description</i>	UNIT 18, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0021 LT
<i>Description</i>	UNIT 21, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0027 LT
<i>Description</i>	UNIT 27, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0028 LT
<i>Description</i>	UNIT 28, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0032 LT
<i>Description</i>	UNIT 32, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0035 LT
<i>Description</i>	UNIT 35, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0042 LT
<i>Description</i>	UNIT 42, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0043 LT
<i>Description</i>	UNIT 43, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0044 LT
<i>Description</i>	UNIT 44, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN

Properties

PIN 48864 - 0049 LT

Description UNIT 49, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA

Address PORT SEVERN

PIN 48864 - 0053 LT

Description UNIT 53, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA

Address PORT SEVERN

C.C. TATHAM & ASSOCIATES LTD.
Plaintiff

-and- OAK BAY DEVELOPMENTS INC. et al
Defendants

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the Construction Lien Act, R.S.O. 1990, c. C.30

**PROCEEDING COMMENCED AT
BRACEBRIDGE**

STATEMENT OF CLAIM

CHRISTIE/CUMMINGS

Barristers & Solicitors
325 Hume Street
Collingwood, Ontario
L9Y 1W4

Mary Anne Cummings (LSUC# 25304A)

macummings@christiecummings.com

Tel: (705) 444-3650

Fax: (705) 444-0024

Lawyers for the Plaintiff,
C.C. Tatham & Associates Ltd.

RCP-E 4C (July 1, 2007)

Court File No. CV14-12-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the Construction Lien Act, R.S.O. 1990, c. C.30

BETWEEN:



C.C. TATHAM & ASSOCIATES LTD.

Plaintiff

and

OAK BAY DEVELOPMENTS INC. AND
THE CORPORATION OF THE TOWNSHIP OF THE GEORGIAN BAY

Defendants

CERTIFICATE OF ACTION

I certify that an action has been commenced in the Ontario Superior Court of Justice under the *Construction Lien Act* between the above parties in respect of the premises described in Schedule "A" to this certificate, and relating to the claim for lien bearing the following registration number:

MT134558 in the Land Titles office for the Registry Division of the District Municipality of Muskoka

Date 29 January 2014 Issued by Barbara J. Connick
Registrar

Address of
court office: 3 Dominion Street North
Bracebridge, Ontario
P1L 2E6

-2-

SCHEDULE "A"

Description of Premises:

Attached

(The description of the premises must be the same as in the statement of claim, and must be sufficient for registration under the Land Titles Act or Registry Act, as the case may be.)

SCHEDULE "A"	
<i>PIN</i>	48018 - 0665 LT
<i>Description</i>	BLOCK 8, PLAN 35M725 S/T EASEMENT OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113238; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8 - 13, ON 35R23857 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48018 - 0700 LT
<i>Description</i>	BLOCK 1, PLAN 35M728; SUBJECT TO AN EASEMENT AS IN MT113202; SUBJECT TO AN EASEMENT AS IN MT113238; SUBJECT TO AN EASEMENT AS IN MT113265; SUBJECT TO AN EASEMENT AS IN MT113270; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; TOWNSHIP OF GEORGIAN BAY
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48018 - 0706 LT
<i>Description</i>	BLOCK 7, PLAN 35M728; SUBJECT TO AN EASEMENT AS IN MT113202; SUBJECT TO AN EASEMENT AS IN MT113238; SUBJECT TO AN EASEMENT AS IN MT113265; SUBJECT TO AN EASEMENT AS IN MT113270; SUBJECT TO AN EASEMENT AS IN MT119980; SUBJECT TO AN EASEMENT AS IN MT120638; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; TOWNSHIP OF GEORGIAN BAY
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48018 - 0705 LT
<i>Description</i>	BLOCK 6, PLAN 35M728; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; SUBJECT TO AN EASEMENT AS IN MT119980; SUBJECT TO AN EASEMENT AS IN MT120638; TOWNSHIP OF GEORGIAN BAY
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48018 - 0707 LT
<i>Description</i>	BLOCK 8, PLAN 35M728; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; SUBJECT TO AN EASEMENT AS IN MT119980; SUBJECT TO AN EASEMENT AS IN MT120638; TOWNSHIP OF GEORGIAN BAY
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0003 LT
<i>Description</i>	UNIT 3, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0010 LT
<i>Description</i>	UNIT 10, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0002 LT
<i>Description</i>	UNIT 2, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0017 LT
<i>Description</i>	UNIT 17, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN

Properties

<i>PIN</i>	48864 - 0018 LT
<i>Description</i>	UNIT 18, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0021 LT
<i>Description</i>	UNIT 21, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0027 LT
<i>Description</i>	UNIT 27, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0028 LT
<i>Description</i>	UNIT 28, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0032 LT
<i>Description</i>	UNIT 32, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0035 LT
<i>Description</i>	UNIT 35, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0042 LT
<i>Description</i>	UNIT 42, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0043 LT
<i>Description</i>	UNIT 43, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN
<i>PIN</i>	48864 - 0044 LT
<i>Description</i>	UNIT 44, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA
<i>Address</i>	PORT SEVERN

Properties

PIN 48864 - 0049 LT

Description UNIT 49, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA

Address PORT SEVERN

PIN 48864 - 0053 LT

Description UNIT 53, LEVEL 1, MUSKOKA VACANT LAND CONDOMINIUM PLAN NO. 64 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : BLK 1 PL 35M722 GEORGIAN BAY EXCEPT PT 9 & 10 35R22534; S/T & T/W EASEMENTS AS SET OUT IN SCHEDULE "A" OF DECLARATION NO. MT67928; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA

Address PORT SEVERN

C.C. TATHAM & ASSOCIATES LTD.
Plaintiff

-and- OAK BAY DEVELOPMENTS INC. et al
Defendants

Court File No. CV14-12-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the Construction Lien Act, R.S.O. 1990, c. C.30

**PROCEEDING COMMENCED AT
BRACEBRIDGE**

CERTIFICATE OF ACTION

CHRISTIE/CUMMINGS
Barristers & Solicitors
325 Hume Street
Collingwood, Ontario
L9Y 1W4

Mary Anne Cummings (LSUC# 25304A)
macummings@christiecummings.com
Tel: (705) 444-3650
Fax: (705) 444-0024

Lawyers for the Plaintiff,
C.C. Tatham & Associates Ltd.

RCP-E 4C (July 1, 2007)

Transmission Report

Date/Time	2014-04-02	00:59:16 a.m.	Transmit Header Text	Christie/Cummings
Local ID 1	444 0024		Local Name 1	
Local ID 2			Local Name 2	

This document : Failed
(reduced sample and details below)
Document size : 8.5"x11"

CHRISTIE/CUMMINGS
BARRISTERS & SOLICITORS

325 HUME STREET COLLINGWOOD, ONTARIO L9Y 1W4	TELEPHONE: (705) 444-3650 FACSIMILE: (705) 444-0024 E-MAIL: macummings@christiecummings.com
--	--

VIA FACSIMILE 416-941-8852

April 1, 2014

Fogler, Rubloff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

Attention: Robin E. Spinks

Dear Sir:

Re: C.C. Tatham & Associates Ltd. v. Oak Bay Developments – Lien Matter

I confirm we represent C.C. Tatham & Associates. Ltd.

Please be advised that our client's Statement of Claim and Certificate of Action are out for proper service.

As a courtesy, we thought that the attached Claim and Certificate of Action should also be delivered to you, as counsel for Oak Bay Developments.

Of course, if this matter can be resolved by counsel, a statement of defence will not be required to be delivered.

I look forward to your position regarding our last email.

Yours very truly,

CHRISTIE/CUMMINGS

Per:



MARY ANNE CUMMINGS

MAC/mp
Encl ...
102-36-7.11

Total Pages Scanned : 22

Total Pages Confirmed : 0

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
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Abbreviations:

HS: Host send	PL: Polled local	MP: Mailbox print	TU: Terminated by user
HR: Host receive	PR: Polled remote	CP: Completed	TS: Terminated by system
WS: Waiting send	MS: Mailbox save	FA: Fail	RP: Report
			G3: Group 3
			EC: Error Correct

CHRISTIE/CUMMINGS**BARRISTERS & SOLICITORS**325 HUME STREET
COLLINGWOOD, ONTARIO
L9Y 1W4TELEPHONE: (705) 444-3650
FACSIMILE: (705) 444-0024
E-MAIL: macummings@christiecummings.com**VIA FACSIMILE 416-941-8852**

April 9, 2014

Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8**Attention: Robin E. Spinks**

Dear Sir:

Re: C.C. Tatham & Associates Ltd. v. Oak Bay Developments – Lien Matter

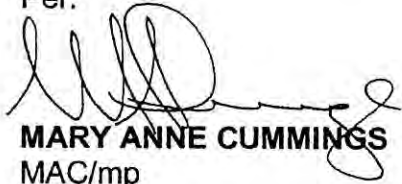
Please be advised that our client received a cheque from your client in the sum of \$50,109.92 that our client has applied against the outstanding account. \$7,708.08 was applied against interest and \$42,401.84 was applied against the oldest invoice.

Please advise regarding the payment of the balance of \$202,448.62.

Yours very truly,

CHRISTIE/CUMMINGS

Per:


MARY ANNE CUMMINGS
MAC/mpCopy: Client
102-36-7.f2

TAB I

Court File No. C.V. 14-28-08

ONTARIO
SUPERIOR COURT OF JUSTICE
In the matter of the *Construction Lien Act*, R.S.O. 1990, c. C. 30, as amended

BETWEEN:



BASECRETE INC.

Plaintiff

- and -

OAK BAY DEVELOPMENTS INC.
and OAK BAY GOLF CLUB INC.

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff(s). The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario Lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff(s) lawyer(s) or, where the Plaintiff(s) do(es) not have a lawyer, serve it on the Plaintiff(s), and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

~~If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.~~

~~Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.~~

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$1,500.00 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$500.00 for costs and have the costs assessed by the court.

Date: *27 FEBRUARY 2014*

Issued by:

Barbara Conuck
Local Registrar

Court

Address:

Bracebridge Courthouse
3 Dominion Street
Bracebridge, ON P1L 2E6

TO: OAK BAY DEVELOPMENTS INC.
1443 Hurontario Street
Mississauga, Ontario L5G 3H5

AND

TO: OAK BAY GOLF CLUB INC.
1100 Central Parkway West
Unit 30, Ground Floor
Mississauga, Ontario L5C 3H5

CLAIM

1. THE PLAINTIFF CLAIMS:

- a) payment of the sum of \$90,799.56, from the Defendants, or either of them;
- b) a declaration that the Plaintiff is entitled to a lien in the amount of \$90,799.56, inclusive of all applicable taxes upon all of the estate, title and interest of the Defendants or either of them, in the lands and premises described in the Plaintiff's Claim for Lien, attached hereto as Schedule "A";
- c) that in default of payment of the sum of \$90,799.56, plus interest, costs and applicable taxes, the estate, title and interest of the Defendants, or either of them, in the lands and premises described in the Plaintiff's Claim for Lien be sold and the proceeds applied toward payment of the Plaintiff's claim with interest and costs, pursuant to the provisions of the *Construction Lien Act*, R.S.O. 1990, c. C.30 (the "Act");
- d) damages in the amount of \$90,799.56, for breach of contract;
- e) payment of pre-judgment and post judgment interest from the Defendants, or either of them, on the sum of \$90,799.56, in accordance with the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended;
- f) for all purposes aforesaid and for all other purposes, that all accounts be taken, inquiries made and proper directions be given;

- g) costs of this action on a substantial indemnity basis, plus applicable taxes; and,
- h) such further and other relief as this Honourable Court may deem just.

2. The Plaintiff, Basecrete Inc. (hereinafter referred to be referred to as "Basecrete") is a corporation incorporated by the laws of the Province of Ontario, and carries on business as a construction contractor.

3. The Defendant, Oak Bay Developments Inc. (hereinafter to be referred to as "Oak Bay Developments") carries on business as a land developer and is and was, at all material times, the party to whom Basecrete delivered its services and materials. Oak Bay Developments is and was, at all material times, the registered owner of the lands and premises municipally known as 200 Golf Course Road, Port Severn, Ontario (hereinafter referred to as the "Subject Lands"), which is the lands and premises described in the Plaintiff's Claim for Lien.

4. The Defendant, Oak Bay Golf Club Inc. (hereinafter referred to as the "Oak Bay Golf Club") is a corporation incorporated by the laws of the Province of Ontario and is, and was at all material times, the registered owner of the Subject Lands

5. On or about November, 2012, Oak Bay Developments entered into a contract with the Plaintiff, whereby the Plaintiff agreed to supply services and materials for concrete and drain work (hereinafter referred to as "Services and Materials"), for the Oak Bay Siv Villas Project, relating to the Subject Lands, for a total contract price of \$433,811.76 (hereinafter referred to as the "Contract").

6. The Plaintiff supplied the Services and Materials to the Subject Lands as required by the Contract and subsequent requests, changes, extras and directions given by the Defendants. The Plaintiff rendered invoices to Oak Bay Developments, for which there remains an outstanding balance due and owing to the Plaintiff of the sum of \$90,799.56.

7. Particulars of the Services and Materials supplied by the Plaintiff, for which payment has not been received, are contained in invoices which were delivered to Oak Bay Developments.

8. The Plaintiff pleads that the Services and Materials were supplied in accordance with terms of the Contract and that there is no basis for the Defendants to refuse to pay the Plaintiff the full amount owing of \$90,799.56, plus interest and costs.

9. It was an express and implied term of the Contract that Oak Bay Developments would pay the full amount of each invoice rendered by the Plaintiff when due failing which, interest would accrue on such overdue balances.

10. By reason of the Plaintiff supplying its Services and Materials in relation to the Oak Bay Siv Villas Project, upon the Subject Lands, the Plaintiff is entitled to a lien upon the estate and interest of the Defendants, or either of them, in the Subject Lands.

11. On December 16, 2013, pursuant to the *Act*, Basecrete caused to be electronically registered a Claim for Lien against title to the Project, in the Land Registry Office for the Region of Muskoka (No. 35), registered as Instrument No. MT134292. Attached hereto marked as Schedule "A" is a copy of Basecrete's Claim for Lien.

12. By reason of the Plaintiff supplying the Services and Materials at the Subject Lands, the Plaintiff is entitled to a lien upon the interest of the Defendants, or either of them, at the Subject Lands and premises.

13. The Subject Lands were, at all material times, occupied by Oak Bay Developments and Oak Bay Golf Club, and are the lands for which the Plaintiff has supplied the Services and Materials, at the request of, on behalf of, with the consent, and for the direct benefit of the Defendants. Accordingly, the Defendants are, and at all material times were, owners within the meaning of section 1 (1) of the Act.

14. The Plaintiff states that by reason of supplying the Services and Materials to the Subject Lands, it has enhanced the value of the Subject Lands and the Defendants have received the benefit of same and have been unjustly enriched in the amount of \$90,799.56, at the expense and to the detriment of the Plaintiff.

15. The Plaintiff pleads and relies upon the doctrine of unjust enrichment.

16. In the alternative, the Plaintiff claims from the Defendants the sum of \$90,799.56, for the Services and Materials supplied to the Subject Lands and described in the Claim for Lien attached hereto as Schedule "A" on the basis of *quantum meruit*.

17. The Plaintiff proposes that this action be tried at Bracebridge, Ontario.

Date:

27 FEBRUARY
2014

MILLER THOMSON LLP
600, 60 Columbia Way
Markham, ON, Canada
L3R 0C9

Enzo Di Iorio LSUC No. 36681V

Tel: (905) 415.6711

Fax: (905) 415.6777

Lawyers for the Plaintiff

Schedule "A"

LRO # 35 Construction Lien

Received as MT134292 on 2013 12 16 at 10:09

The applicant(s) hereby applies to the Land Registrar:

yyyy mm dd Page 1 of 2

Properties

PIN 48018 - 0665 LT

Description: BLOCK 8, PLAN 35M725 S/T EASEMENT OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113238; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8 - 13, ON 35R23857 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY

Address: PORT SEVERN

PIN 48018 - 0700 LT

Description: BLOCK 1, PLAN 35M728; SUBJECT TO AN EASEMENT AS IN MT113202; SUBJECT TO AN EASEMENT AS IN MT113238; SUBJECT TO AN EASEMENT AS IN MT113265; SUBJECT TO AN EASEMENT AS IN MT113270; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; TOWNSHIP OF GEORGIAN BAY

Address: PORT SEVERN

PIN 48018 - 0648 LT

Description: PT LT 31 CON 2 BAXTER PT 13 ON 35R23499; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586; S/T EASEMENT OVER PART 17 ON 35R23857 AS IN MT113239; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113203; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113266; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113271; TOWNSHIP OF GEORGIAN BAY

Address: PORT SEVERN

Consideration

Consideration: \$ 90,799.56

Claimant(s)

Name: BASECRETE INC.

Address for Service: 396 Chrislea Road
Woodbridge, Ontario L4L 6A6

I, Tony Smeriglio, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Tony Smeriglio, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner See Schedule Name and address of person to whom lien claimant supplied services or materials Oak Bay Developments Inc., 1443 Hurontario Street, Mississauga, Ontario L5G 3H5 Time within which services or materials were supplied from 2013/09/16 to 2013/12/05 Short description of services or materials that have been supplied Concrete and Drain Work Contract price or subcontract price \$433,811.76 Amount claimed as owing in respect of services or materials that have been supplied \$90,799.56

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Schedule: Name and Address of Owner Oak Bay Developments Inc., 1443 Hurontario Street, Mississauga, Ontario L5G 3H5 and Oak Bay Golf Club Inc., 1100 Central Parkway West, Unit 30, Ground Floor, Mississauga, Ontario L5C 4E5

LRO # 35 Construction Lien

Received as MT134292 on 2013 12 16 at 10:09

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

Signed By

Susete Magarida Machado 3100 Steeles Ave. West, Suite 200 acting for Signed 2013 12 16
Vaughan Applicant(s)
L4K 3R1

Tel 9055322487

Fax 9055322475

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

CANADA LEGAL REFERRAL INC. 3100 Steeles Ave. West, Suite 200 2013 12 16
Vaughan
L4K 3R1

Tel 9055322487

Fax 9055322475

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Claimant Client File Number CLR2223

BASECRETE INC.
Plaintiff

-and-

OAK BAY DEVELOPMENTS INC. and OAK BAY GOLF CLUB INC.
Defendants

Court File No. *CV 14-25-00*

**ONTARIO
SUPERIOR COURT OF JUSTICE**

In the Matter of the *Construction Lien Act*,
R.S.O. 1990, c.C. 30. as amended

Proceeding commenced at BRACEBRIDGE

STATEMENT OF CLAIM

MILLER THOMSON LLP
600, 60 Columbia Way
Markham, ON, Canada
L3R 0C9

Enzo Di Iorio
LSUC No. 36681V

Tel: (905) 415.6711
Fax: (905) 415.6777

Lawyers for the Plaintiff

TAB J

Court File No. CV-14-153-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF the *Construction Lien Act*,
R.S.O. 1990 c. C.30, as amended**

B E T W E E N:

NOBLE CORPORATION

Plaintiff

- and -

**PINEVIEW PLUMBING (2007) LTD., OAK BAY DEVELOPMENTS INC.,
OAK BAY GOLF CLUB INC., FIRST SOURCE MORTGAGE CORPORATION,
BUSINESS DEVELOPMENT BANK OF CANADA, ROMAS KARTAVICIUS, EARL
STORIE, BERNARD TORCHIA, INDUSTRIAL AND COMMERCIAL BANK OF
CHINA (CANADA)**

Defendants



STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff(s).
The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff(s) lawyer(s) or, when the plaintiff(s) do(es) not have a lawyer, serve it on the plaintiff(s), and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

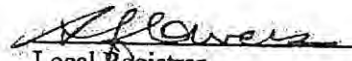
IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU

- 2 -

WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: October 30, 2014

Issued by:


Local Registrar
Address of the Court:
3 Dominion Street
Bracebridge, ON P1L 2E6

TO: PINEVIEW PLUMBING (2007) LTD.
200 Edgeley Boulevard, Suite 16
Concord, Ontario L4K 3Y8

AND

TO: OAK BAY DEVELOPMENTS INC.
1100 Central Parkway West
Ground Floor, Unit 30
Mississauga, Ontario L5C 4E5

AND

TO: OAK BAY GOLF CLUB INC.
1100 Central Parkway West
Unit 30
Mississauga, Ontario L5C 4E5

AND

TO: FIRST SOURCE MORTGAGE CORPORATION
23 Lesmill Road, Suite 300
Toronto, Ontario M3B 3P6

AND

TO: BUSINESS DEVELOPMENT BANK OF CANADA
151 Ferris Lane
P.O. Box 876
Barrie, Ontario L4M 4Y6
Ref. Loan No. 054981-02

- 3 -

AND**TO: ROMAS KARTAVICIUS**
c/o Eden Oak Homes
1443 Hurontario Street
Mississauga, Ontario L5G 3H5**AND****TO: EARL STORIE**
291 Watson Avenue
Oakville, Ontario L6J 3V3**AND****TO: BERNARD TORCHIA**
1578 Green Glade
Mississauga, Ontario L5J 1B5**AND****TO: INDUSTRIAL AND COMMERCIAL
BANK OF CHINA (CANADA)**
Pacific Mall, Unit B88
4300 Steeles Avenue East
Markham, Ontario L3R 0Y5

- 4 -

CLAIM

1. The plaintiff, Noble Corporation (“Noble”), claims:
 - (a) payment in the sum of \$25,836.94 inclusive of HST by the defendants;
 - (b) a declaration and judgment that Noble is entitled to a lien against the property hereinafter described in the sum of \$25,836.94;
 - (c) damages in the amount of \$25,836.94 against the defendant, Pineview Plumbing (2007) Ltd. (“Pineview”), for breach of contract;
 - (d) a declaration that Noble is entitled to a charge in the amount of \$25,836.94 against the holdback required to be retained by the defendants, Oak Bay Developments Inc. and Oak Bay Golf Club Inc. (collectively “Oak Bay”);
 - (e) payment of pre-judgment and post-judgment interest on the total amount due and found to be owing by the defendants at the rate of 2.00% per month (or 26.82% per annum);
 - (f) in the alternative, but not by way of waiver, payment of pre-judgment and post-judgment interest on the said sum of \$25,836.94 pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
 - (g) in the event of default of payment of the said sum of \$25,836.94 plus interest as aforesaid and costs by the defendants or any of them, all of the estate and interest of

- 5 -

- the defendants, Oak Bay, in the lands and premises may be sold and the proceeds applied in and towards payment of Noble's claim together with interest and costs pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (the "Act");
- (h) full priority over the mortgages/charges of First Source Mortgage Corporation ("First Source"), Business Development Bank of Canada ("BDC"), Romas Kartavicius ("Kartavicius"), Earl Storie ("Storie"), Benard Torchia ("Torchia") and Industrial and Commercial Bank of China (Canada) ("ICBC") or alternatively, priority over the said mortgages/charges to the extent that any portion of the mortgages/charges advanced exceeded the actual value of the premises at the time when the first lien arose;
 - (i) in the further alternative, priority over the said mortgages/charges to the extent of any unadvanced portion thereof as at the time when the first lien arose, priority over advances made after written notice of lien was received, or in the further alternative, priority over the said mortgages/charges to the extent of any deficiencies in the holdback required to be retained pursuant to the Act;
 - (j) a charge upon the security posted in court to the credit of this action pursuant to Section 44(7) of the Act;
 - (k) for the purposes aforesaid, and for all other purposes, that all proper directions be given, enquiries made and accounts taken;

- 6 -

- (l) payment of costs on a substantial indemnity scale together with any applicable taxes which may be payable in any amount pursuant to the *Excise Tax Act*, R.S.C. 1980, as amended, and any other legislation enacted by the Government of Canada; and
 - (m) such further and other relief as this Honourable Court may seem just.
2. Noble is a corporation incorporated pursuant to the laws of Canada. Noble is a supplier of plumbing equipment and related materials.
 3. The defendant, Pineview, is a corporation incorporated pursuant to the laws of the Province of Ontario and carries on business in the plumbing industry.
 4. The defendants, Oak Bay Golf Club Inc. and Oak Bay Developments Inc. (collectively "Oak Bay") are companies incorporated pursuant to the laws of the Province of Ontario, with head offices located in the City of Mississauga and are the registered owners of the lands and premises described in the Claim for lien hereinafter set forth and in addition thereto, are statutory owners pursuant to Section 1(1) of the Act.
 5. First Source, BDC, and ICBC are lending institutions carrying on business, amongst other places, in the Province of Ontario and are, *inter alia*, lenders of money on the security of mortgages.
 6. Kartavicius, Storie, and Torchia are individuals who lent money Oak Bay on the security of mortgages.

- 7 -

7. First Source, BDC, ICBC, Kartavicius, Storie and Torchia (collectively the "Mortgagees") are statutory owners of the premises pursuant to Section 1(1) of the Act.
8. Noble entered into a prevenient agreement a prevenient with Pineview for the supply of plumbing works and related materials (the "Materials") in relation to a project known as Eden Oaks located in Port Severn, Ontario (the "Project") and is more particularly described in the Claim for Lien attached as Schedule "A".
9. Noble states that it did supply the Materials to the Project at the request of Pineview pursuant to its prevenient agreement and there is presently owed to Noble by the defendants, Oak Bay and Pineview, or either of them, the sum of \$25,836.94 plus interest and costs as herein pleaded. Noble last supplied to the Project on or about August 6, 2014.
10. The price or sums agreed upon for the supply of the Materials were the amounts indicated on each of Noble's invoices, which invoices have been sent or delivered to Pineview and which invoices Noble craves leave to produce and refer to at the trial of this action.
11. By reason of supply of the said Materials as hereinbefore set out, Noble became and is entitled to a lien against the lands and premises more particularly described in the Claims for Lien hereinafter set forth in the total amount of \$25,836.94, inclusive of all applicable taxes, extras, together with interest and costs of this action pursuant to the relevant provisions of the Act.
12. On September 22, 2014, Noble, in pursuance of the Act, caused to be registered a Claim for Lien in the Land Registry Office of the Land Titles Division of the District of Muskoka (No. 35) as

- 8 -

Instrument No. MT143911 which claim for lien was in the words and figures as set out in Schedule "A" attached hereto to this Statement of Claim.

13. Noble states that the defendants, Oak Bay, pursuant to their statutory obligations, are required to maintain, not only the statutory holdback required to be maintained pursuant to the Act, but in addition thereto, the amount of the plaintiff's Claim for Lien in the sum of \$25,836.94 inclusive of applicable taxes and Noble states that it is entitled to be paid by these defendants the said sum due and owing to it as hereinbefore set out. Noble pleads and relies upon Section 24 of the Act.

14. Noble states that the statutory holdback required to be retained by Oak Bay is equal to or greater than the amount of Noble's Claim for Lien. Noble therefore claims to be entitled to be paid by Oak Bay the total sum due and owing as hereinbefore set out. Noble pleads and relies upon Sections 21 and 22 of the Act.

15. The lands and premises referred to herein, which are more particularly described in the said Claim for Lien, are the lands and premises where Noble's materials were incorporated into the improvement.

16. Noble states that it supplied the Materials to Pineview, which equipment, materials and labour were supplied at the request of, upon the credit of, on behalf of, with the privity and consent of, and for the direct benefit of the defendants.

17. Noble states that the mortgages registered by the Mortgagees and hereinbefore referred to were given with the intention of securing the financing of the improvement described herein and

- 9 -

Noble therefore claims that its lien has priority over the said mortgages pursuant to Section 78(2) of the Act.

18. Noble further states that its lien has priority over the said mortgages to the extent of any deficiencies in the holdback required to be retained by Oak Bay pursuant to the relevant provisions of the Act.

19. Noble further states that its lien has full priority over the said mortgages and further but not by way of waiver, priority over the said mortgages to the extent of any portion of the said mortgages advanced that exceeded the actual value of the lands and premises at the time when the first lien arose and further, priority over the said mortgages to the extent of any unadvanced portions of the said mortgages and further, priority over the said mortgages to the extent that any advances were made after the Mortgagees received written notice of Noble's lien.

20. Noble states that the security posted by Pineview or any other party, if any, to vacate Noble's lien, is available to satisfy Noble's lien.

21. Noble states that pursuant to Section 44(7) of the Act, it is entitled to a charge upon the security posted in court to the credit of this action, if any.

22. The plaintiff states that by reason of it supplying the said materials it agreed to supply, as hereinbefore described, that it enhanced the value of the lands and premises and that the defendant has received the benefit of same and has been unjustly enriched for the amount of \$25,836.94 at the expense of and to the detriment of the plaintiff. The plaintiff therefore pleads and relies upon the doctrine of unjust enrichment.

- 10 -

23. Noble proposes that this action be tried at Bracebridge, in the Province of Ontario.

Date: October , 2014

GOLDMAN SLOAN NASH & HABER LLP
Barristers and Solicitors
480 University Avenue, Suite 1600
Toronto ON M5G 1V2

Jeffrey A. Armel
LSUC No.: 35749P
Tel: (416) 597-6477
Fax: (416) 597-3370

Lawyers for the Plaintiff

SCHEDULE "A"

LRO # 35 Construction Lien

Received as MT143911 on 2014 09 22 at 16:45

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

Properties

PIN 48018 - 0648 LT
Description PT LT 31 CON 2 BAXTER PT 13 ON 35R23499; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586; S/T EASEMENT OVER PART 17 ON 35R23857 AS IN MT113239; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113203; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113266; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113271; TOWNSHIP OF GEORGIAN BAY
Address PORT SEVERN

PIN 48018 - 0700 LT
Description BLOCK 1, PLAN 35M728; SUBJECT TO AN EASEMENT AS IN MT113202; SUBJECT TO AN EASEMENT AS IN MT113238; SUBJECT TO AN EASEMENT AS IN MT113265; SUBJECT TO AN EASEMENT AS IN MT113270; TOGETHER WITH AN EASEMENT AS IN MT48055; TOGETHER WITH AN EASEMENT AS IN MT59586; TOWNSHIP OF GEORGIAN BAY
Address PORT SEVERN

PIN 48018 - 0665 LT
Description BLOCK 8, PLAN 35M725 S/T EASEMENT OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113238; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8 - 13, ON 35R23857 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY
Address PORT SEVERN

PIN 48018 - 0701 LT
Description BLOCK 2, PLAN 35M728; SUBJECT TO AN EASEMENT AS IN MT113202; SUBJECT TO AN EASEMENT AS IN MT113238; SUBJECT TO AN EASEMENT AS IN MT113265; SUBJECT TO AN EASEMENT AS IN MT113270; SUBJECT TO AN EASEMENT AS IN MT119980; SUBJECT TO AN EASEMENT AS IN MT120638; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; TOWNSHIP OF GEORGIAN BAY
Address PORT SEVERN

Consideration

Consideration \$ 25,836.94

Claimant(s)

Name NOBLE CORPORATION
Address for Service c/o Jeffrey A. Arnel
 Goldman Sloan Nash & Haber LLP
 Barristers & Solicitors
 480 University Avenue, Suite 1600
 Toronto, Ontario M5G 1V2

I, Jennifer Rodney, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Jennifer Rodney, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner OAK BAY GOLF CLUB INC. and OAK BAY DEVELOPMENTS INC. - 1100 Central Parkway West, Unit 30, Mississauga, ON. Name and address of person to whom lien claimant supplied services or materials PINEVIEW PLUMBING (2007) INC. - 200 Edgeley Blvd., Unit 18, Concord, ON. Time within which services or materials were supplied from 2012/08/07 to 2014/08/08 Short description of services or materials that have been supplied Plumbing supplies and related materials. Contract price or subcontract price Preventive Agreement. Amount claimed as owing in respect of services or materials that have been supplied \$25,836.94 inclusive of applicable taxes.

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

LRO # 35 Construction Lien

Received as MT143911 on 2014 09 22 at 16:45

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

Signed By

Jeffrey Aaron Arnei	480 University Ave, # 1600 Toronto MSG 1V2	acting for Applicant(s)	Signed	2014 09 22
Tel 416-597-9922				
Fax 416-597-3370				

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

GOLDMAN SLOAN NASH & HABER LLP	480 University Ave, # 1600 Toronto MSG 1V2		2014 09 22
Tel 416-597-9922			
Fax 416-597-3370			

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Claimant Client File Number : 142092

LRO # 35 Certificate

Received as MT145601 on 2014 10 31 at 13:49

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 3

Properties

PIN 48018 - 0648 LT
Description PT LT 31 CON 2 BAXTER PT 13 ON 35R23499; T/W EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 ON 35R22052 AS IN MT46055; T/W EASEMENT OVER PT 27 & 39 ON 35R22329 AS IN MT59586; S/T EASEMENT OVER PART 17 ON 35R23857 AS IN MT113239;; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113203; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113266; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R23857 AS IN MT113271; TOWNSHIP OF GEORGIAN BAY
Address PORT SEVERN

PIN 48018 - 0700 LT
Description BLOCK 1, PLAN 35M728; SUBJECT TO AN EASEMENT AS IN MT113202; SUBJECT TO AN EASEMENT AS IN MT113238; SUBJECT TO AN EASEMENT AS IN MT113265; SUBJECT TO AN EASEMENT AS IN MT113270; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS AS IN MT142020; TOWNSHIP OF GEORGIAN BAY
Address PORT SEVERN

PIN 48018 - 0665 LT
Description BLOCK 8, PLAN 35M725 S/T EASEMENT OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113238; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8 - 13, ON 35R23857 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113270; SUBJECT TO AN EASEMENT IN GROSS AS IN MT142020; TOWNSHIP OF GEORGIAN BAY
Address PORT SEVERN

PIN 48018 - 0701 LT
Description BLOCK 2, PLAN 35M728; SUBJECT TO AN EASEMENT AS IN MT113202; SUBJECT TO AN EASEMENT AS IN MT113238; SUBJECT TO AN EASEMENT AS IN MT113265; SUBJECT TO AN EASEMENT AS IN MT113270; SUBJECT TO AN EASEMENT AS IN MT119980; SUBJECT TO AN EASEMENT AS IN MT120638; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS AS IN MT142020; TOWNSHIP OF GEORGIAN BAY
Address PORT SEVERN

Party From(s)

Name NOBLE CORPORATION
Address for Service c/o Jeffrey A. Armel
 Goldman Sloan Nash & Haber LLP
 Barristers & Solicitors
 480 University Avenue, Suite 1600
 Toronto, Ontario M5G 1V2

I, Jennifer Rodney, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)

Capacity

Share

Name PINEVIEW PLUMBING (2007) LTD.
Address for Service 200 Edgeley Boulevard, Suite 16
 Concord, Ontario L4K 3Y8

Name OAK BAY DEVELOPMENTS INC.
Address for Service 1100 Central Parkway West
 Ground Floor, Unit 30
 Mississauga, Ontario L5C 4E5

LRO # 35 Certificate

Received as MT145601 on 2014 10 31 at 13:49

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 3

Party To(s)	Capacity	Share
<i>Name</i>	OAK BAY GOLF CLUB INC.	
<i>Address for Service</i>	1100 Central Parkway West Ground Floor, Unit 30 Mississauga, Ontario L5C 4E5	
<i>Name</i>	FIRST SOURCE MORTGAGE CORPORATION	
<i>Address for Service</i>	23 Lesmill Road, Suite 300 Toronto, Ontario M3B 3P6	
<i>Name</i>	BUSINESS DEVELOPMENT BANK OF CANADA	
<i>Address for Service</i>	151 Ferris Lane P.O. Box 876 Barrie, Ontario L4M 4Y6 Ref. Loan No. 054981-02	
<i>Name</i>	KARTAVICIUS, ROMAS	
<i>Address for Service</i>	c/o Eden Oak Homes 1443 Hurontario Street Mississauga, Ontario L5G 3H5	
<i>Name</i>	STORIE, EARL	
<i>Address for Service</i>	291 Watson Avenue Oakville, Ontario L6J 3V3	
<i>Name</i>	TORCHIA, BERNARD	
<i>Address for Service</i>	1578 Green Glade Mississauga, Ontario L5J 1B5	
<i>Name</i>	INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)	
<i>Address for Service</i>	Pacific Mall, Unit B88 4300 Steeles Avenue East Markham, Ontario L3R 0Y5	

Statements

This document relates to registration no.(s)MT143911.

Schedule: See Schedules

Signed By

Jeffrey Aaron Arnel	480 University Ave, # 1600 Toronto M5G 1V2	acting for Party From(s)	Signed	2014 10 31
Tel	416-597-9922			
Fax	416-597-3370			

I have the authority to sign and register the document on behalf of the Party From(s).

Submitted By

GOLDMAN SLOAN NASH & HABER LLP	480 University Ave, # 1600 Toronto M5G 1V2	2014 10 31
Tel	416-597-9922	
Fax	416-597-3370	

LRO # 35 Certificate

Received as MT145601 on 2014 10 31 at 13:49

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 3 of 3

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Party From Client File Number : 142092

SCHEDULE "A"

Description of premises:

PIN 48018 - 0648 LT
Description PT LT 31 CON 2 BAXTER PT 13 ON 35R23409; 7/8 EASEMENT OVER PT LT 32 CON 2 BAXTER PT 28, 29 & 31 ON 35R22092 AS IN MT46055; 7/8 EASEMENT OVER PT 27 & 30 ON 35R22329 AS IN MT59586; S/T EASEMENT OVER PART 17 ON 35R22857 AS IN MT113229; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R22857 AS IN MT113229; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R22857 AS IN MT113229; SUBJECT TO AN EASEMENT IN GROSS OVER PT 17 ON 35R22857 AS IN MT113271; TOWNSHIP OF GEORGIAN BAY
Address PCRT SEVERN

PIN 48018 - 0700 LT
Description BLOCK 1, PLAN 35M728; SUBJECT TO AN EASEMENT AS IN MT113202; SUBJECT TO AN EASEMENT AS IN MT113238; SUBJECT TO AN EASEMENT AS IN MT113265; SUBJECT TO AN EASEMENT AS IN MT113270; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; TOWNSHIP OF GEORGIAN BAY
Address PORT SEVERN

PIN 48018 - 0565 LT
Description BLOCK 8, PLAN 35M728 S/T EASEMENT OVER PT 8, 9, 11 & 12 ON 35R22857 AS IN MT113238; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R22857 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R22857 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R22857 AS IN MT113270; TOWNSHIP OF GEORGIAN BAY
Address PORT SEVERN

PIN 48018 - 0701 LT
Description BLOCK 2, PLAN 35M728; SUBJECT TO AN EASEMENT AS IN MT113202; SUBJECT TO AN EASEMENT AS IN MT113238; SUBJECT TO AN EASEMENT AS IN MT113265; SUBJECT TO AN EASEMENT AS IN MT113270; SUBJECT TO AN EASEMENT AS IN MT118940; SUBJECT TO AN EASEMENT AS IN MT120838; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; TOWNSHIP OF GEORGIAN BAY
Address PORT SEVERN

NOBLE CORPORATION
Plaintiff

-and- PINEVIEW PLUMBING (2007) INC., et al.
Defendants

CV-14-153-09

Court File #
<p>ONTARIO SUPERIOR COURT OF JUSTICE In the Matter of the <i>Construction Lien Act</i>, R.S.O. 1990, c. C.30, as amended</p>
<p>Proceeding Commenced in BRACEBRIDGE</p>
<p>CERTIFICATE OF ACTION</p>
<p>GOLDMAN SLOAN NASH & HABER LLP Barristers & Solicitors 480 University Avenue, Suite 1600 Toronto, Ontario M5G 1V2</p> <p>Jeffrey A. Arnel – LSUC #35749P Tel: 416-597-6477 Fax: 416-597-3370 Lawyer for the Plaintiff 142092</p>

TAB K

Court File No. CV 14-12-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the Construction Lien Act, R.S.O. 1990, c. C.30

BETWEEN:

C.C. TATHAM & ASSOCIATES LTD.

Plaintiff

and

OAK BAY DEVELOPMENTS INC. and THE CORPORATION OF THE
TOWNSHIP OF GEORGIAN BAY

Defendants

MINUTES OF SETTLEMENT

WHEREAS C.C. Tatham & Associates Ltd. ("**CC Tatham**") commenced an action under the *Construction Lien Act* bearing court file number CV 14-12-00 as against Oak Bay Developments Inc. ("**Oak Bay**"), and the Corporation of the Township of Georgian Bay;

AND WHEREAS CC Tatham and Oak Bay agree to settle CV 14-12-00 (the "**Action**") on the following terms:

1. CC Tatham acknowledges that they have received the sum of \$50,109.92 from Oak Bay.
2. Oak Bay acknowledges that they are indebted to CC Tatham for the **further** sum of **\$202,448.62** (the "**Settlement Funds**") plus interest from March 31, 2014 and costs with respect to the Action.

- 2 -

3. The Settlement Funds are to be payable as follows:
 - (a) the sum of \$75,000.00, contemporaneously with the execution of these Minutes of Settlement (the "**Initial Payment**");
 - (b) payment of the balance of **\$127,448.62**; interest at 5% per annum from March 31, 2014 until payment; and, nominal costs as outlined in paragraph 4 (the "**Final Payment**") upon registration and closing of any or all of Block 8 on Registered Plan 35M – 725 (Phase 3A) and Block 1 on Registered Plan 35 M – 728 (Phase 3B) (the "Villas") presently under construction by Oak Bay (contemplated to occur during the month of June 2014); and,
 - (c) in any event, the Final Payment will be made no later than July 15, 2014.
4. Oak Bay will pay nominal costs of \$2,500.00 on the closing of the Villas and no later than July 15, 2014.
5. After receipt of the Initial Payment, and pending completion of the settlement, CC Tatham shall provide a letter to all Defendants, indicating that CC Tatham has entered into the settlement described in the Minutes of Settlement (to be attached), and that the Defendants are not required to serve any Statement of Defence to action number CV 14-12-00 until CC Tatham (through its solicitors) provides 20 days' written notice to each such Defendant, requiring the Defendant to serve such Statement of Defence.

- 3 -

6. CC Tatham shall take no further steps with respect to action CV 14-12-00 until the 30th day of June, 2014. Provided that Final Payment has been fully paid by July 15, 2014, CC Tatham shall:

- (a) register a Release of Lien and Certificate of Action with respect to the Action, against title to the premises, which are subject to such action; and
- (b) either obtain an Order discontinuing such action and discharging the lien or, alternatively, serve a Notice of Discontinuance of such action, upon all Defendants, on a without costs basis.

7. Oak Bay has requested that the Plaintiff perform further work on Phase 3 A and Phase B of the Oak Bay Development. In consideration for the Plaintiff performing this further work, Oak Bay directs that on the closing of the Villas, the sum of \$45,000 shall be paid to its solicitors and held in trust (the "Trust Funds") and further directs that its solicitors pay directly to the Plaintiff from the Trust Funds any invoice delivered by the Plaintiff for work completed pursuant to the proposal from the Plaintiff to the Defendant Oak Bay dated April 23, 2014.

8. Upon completion of the settlement, CC Tatham shall execute a Release, in the form agreed to by counsel acting reasonably, in favour of all Defendants, releasing all Defendants with respect to the specific claims in each of the Claims.

- 4 -

DATED AT TORONTO, ONTARIO this 30th day of April, 2014

FOGLER, RUBINOFF LLP

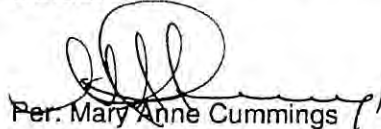
Per:



Martin R. Kaplan
Lawyers for the Defendants, Oak Bay
Developments Inc.

DATED AT COLLINGWOOD, ONTARIO this 30th day of April, 2014

**CHRISTIE/CUMMINGS BARRISTERS &
SOLICITORS**



Per. Mary Anne Cummings
Lawyers for the Plaintiff, C.C. Tatham &
Associates Ltd.

C.C. TATHAM & ASSOCIATES LTD.
Plaintiff

-and- OAK BAY DEVELOPMENTS INC. et al.
Defendants

Court File No. CV 14-12-00

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE MATTER OF the Construction Lien Act, R.S.O.
1990, c. C.30
PROCEEDING COMMENCED AT
BRACEBRIDGE

MINUTES OF SETTLEMENT

FOGLER, RUBINOFF LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
Toronto Dominion Centre
Toronto, ON M5K 1G8

Martin R. Kaplan (LSUC# 16000E)
mkaplan@foglers.com
Tel: 416.941.8822
Fax: 416.941.8852

Robin E. Spinks (LSUC# 61709Q)
rspinks@foglers.com
Tel: 416.365.3748
Fax: 416.941.8852

Lawyers for the Defendant,
Oak Bay Developments Inc.

TAB L

Court File No. CV-14-28-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the Construction Lien Act, R.S.O. 1990, c. C.30

BETWEEN:

BASECRETE INC.

Plaintiff

and

OAK BAY DEVELOPMENTS INC. and OAK BAY GOLF CLUB INC.

Defendants

MINUTES OF SETTLEMENT

WHEREAS Basecrete Inc. ("**Basecrete**"), commenced an action under the *Construction Lien Act* bearing court file number CV14-28-00 as against Oak Bay Developments Inc. and Oak Bay Golf Club Inc. ("**Oak Bay**");

AND WHEREAS Basecrete and Oak Bay agree to settle CV14-28-00 (the "**Action**") on the following terms:

1. Oak Bay acknowledges that they are indebted to Basecrete for the sum of \$90,799.56 (the "**Settlement Funds**"), in total satisfaction of all amounts presently owing with respect to the Action inclusive of interest, taxes and legal costs.
2. The Settlement Funds are to be payable as follows:
 - (a) the sum of \$45,049.56, contemporaneously with the execution of these Minutes of Settlement (the "**Initial Payment**"); and

- 2 -

(b) payment of the balance of \$45,749.80 (the “**Final Payment**”) upon registration and closing of the Villas, presently under construction by Oak Bay (contemplated to occur during the month of June 2014).

3. After receipt of the Initial Payment, and pending completion of the settlement, Basecrete shall provide a letter to all Defendants, indicating that Basecrete has entered into the settlement described in the Minutes of Settlement (to be attached), and that the Defendants are not required to serve any Statement of Defence to the Action until Basecrete (through its solicitors) provides 20 days' written notice to each such Defendant, requiring the Defendant to serve such Statement of Defence.

4. Basecrete shall take no further steps with respect to the Action until the 15th day of July, 2014. Provided that the balance of the Settlement Funds has been fully paid by such date, Basecrete shall:

- (a) register a Release of Lien and Certificate of Action with respect to the Action, against title to the premises, which are subject to such action;
- (b) either obtain an Order discontinuing such action and discharging the lien or, alternatively, serve a Notice of Discontinuance of such action, upon all Defendants, on a without costs basis; and
- (c) in the event that the balance of settlement funds are not paid by such date, the Basecrete will be at liberty to continue with the Action.

- 3 -

5. By accepting the terms of settlement herein, Basecrete acknowledges that the settlement amount respecting the Claims is a total of \$90,799.56 inclusive of principal, interest, taxes and legal costs.

6. Upon completion of the settlement, Basecrete shall execute a Mutual Full and Final Release, in the form agreed to by counsel acting reasonably, in favour of all Defendants, releasing all Defendants with respect to the specific claims in each of the Claims.

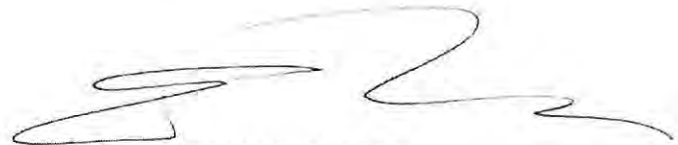
DATED AT , this day of May, 2014

FOGLER, RUBINOFF LLP

Per:

Martin R. Kaplan
Lawyers for the Defendants, Oak Bay
Developments Inc., Oak Bay Golf Club Inc.

DATED AT , this ^{24th} day of May, 2014
maxilhem



MILLER THOMSON LLP

Per: Enzo Di Iorio
Lawyers for the Plaintiff, Basecrete Inc.

BASECRETE INC.
Plaintiff

-and- OAK BAY DEVELOPMENTS INC. et al.
Defendants

Court File No. CV-14-28-00

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the Construction Lien Act, R.S.O.
1990, c. C.30

PROCEEDING COMMENCED AT
BRACEBRIDGE

MINUTES OF SETTLEMENT

FOGLER, RUBINOFF LLP

Lawyers
77 King Street West
Suite 3000, P.O. Box 95
Toronto Dominion Centre
Toronto, ON M5K 1G8

Martin R. Kaplan (LSUC# 16000E)

mkaplan@foglers.com

Tel: 416.941.8822

Fax: 416.941.8852

Robin E. Spinks (LSUC# 61709Q)

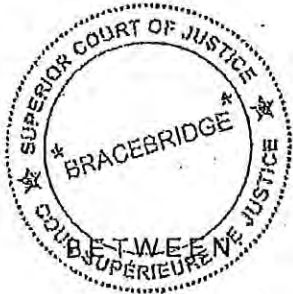
rspinks@foglers.com

Tel: 416.365.3748

Fax: 416.941.8852

Lawyers for the Defendants

TAB M



Court File No. CV-14-208

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF the *Construction
Lien Act*, R.S.O. 1990, c. 30

E-M AIR SYSTEMS INC.

Plaintiff

- and -

OAK BAY DEVELOPMENTS INC., BUSINESS DEVELOPMENT BANK OF
CANADA, ROMAS KARTAVICIUS, EARLY STORIE, BERNARD TORCHIA,
INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA), FIRST
SOURCE MORTGAGE CORPORATION

Defendants

CERTIFICATE OF ACTION

I CERTIFY that an action has been commenced in the Ontario Superior Court of Justice under the *Construction Lien Act, 1990, R.S.O. chapter c.30*, between the above parties in respect of the premises described in Schedule "A" to this certificate, in relation to the Claim for Lien bearing in the following registration number: MT146631.

DATE: Dec. 23, 2014

Christine Amator
Local Registrar

SCHEDULE "A"

Description of Property:

BLOCK 8, PLAN 35M725 S/T EASEMENT OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113238; TOGETHER WITH AN EASEMENT AS IN MT46055; TOGETHER WITH AN EASEMENT AS IN MT59586; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8 - 13, ON 35R23857 AS IN MT113202; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113265; SUBJECT TO AN EASEMENT IN GROSS OVER PT 8, 9, 11 & 12 ON 35R23857 AS IN MT113270; SUBJECT TO AN EASEMENT IN GROSS AS IN MT142020; TOWNSHIP OF GEORGIAN BAY

PIN 48018-0665 (LT)

E-MAIL SYSTEMS INC.
PLAINTIFF

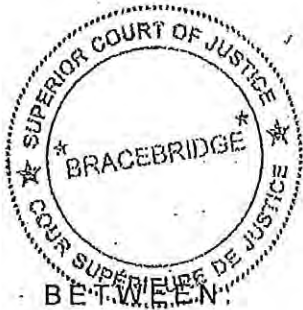
and

OAK BAY DEVELOPMENTS INC., ET AL.
DEFENDANTS
Court File No. *CV-14-208*

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Muskoka

CERTIFICATE OF ACTION

FRANK LENTO
Lento Professional Corporation
3200 Dufferin Street, Suite 504
Toronto, Ontario M6A 2T3
Tel: (416) 398-4044
Fax: (416) 398-7396
Lawyer for the Plaintiff



Court File No. CV-14-208

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction
Lien Act*, R.S.O. 1990, c. 30

E-M AIR SYSTEMS INC.

Plaintiff

- and -

**OAK BAY DEVELOPMENTS INC., BUSINESS DEVELOPMENT BANK OF CANADA,
ROMAS KARTAVICIUS, EARLY STORIE, BERNARD TORCHIA, INDUSTRIAL AND
COMMERCIAL BANK OF CHINA (CANADA), FIRST SOURCE MORTGAGE
CORPORATION**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff(s) lawyer or, where the plaintiff(s) do(es) not have a lawyer, serve it on the plaintiff(s), and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL

2

FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: *Dec. 23, 2014*

Issued by *Christina Ormiston*
Local registrar

Address of court office:

3 Dominion Street
Bracebridge, Ontario
P1L 2E6

TO: OAK BAY DEVELOPMENTS INC.
1100 Central Parkway West
Suite 30
Mississauga, Ontario
L5C 4E5

AND TO: BUSINESS DEVELOPMENT BANK OF CANADA
126 Wellington Street West
Suite 201
Barrie, Ontario
L4N 1K9

AND TO: ROMAS KARTAVICIUS
1443 Hurontario Street
Mississauga, Ontario
L5G 3H5

AND TO: EARL STORIE
291 Watson Avenue
Oakville, Ontario
L6J 3V3

AND TO: BERNARD TORCHIA
1578 Green Glade
Mississauga, Ontario
L5J 1B5

AND TO: **INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)**
333 Bay Street
Suite 3710
Toronto, Ontario
M5H 2R2

AND TO: **FIRST SOURCE MORTGAGE CORPORATION**
1 Valleybrook Drive
Suite 100
Toronto, Ontario
M3B 2S7

CLAIM

1. The Plaintiff claims against the Defendants:
 - (a) Payment of the sum of \$21,706;
 - (b) Pre-judgment and post-judgment interest on the said sum pursuant to the *Courts of Justice Act*;
 - (c) Payment of Goods and Services Taxes on all amounts awarded;
 - (d) The costs of this Action on a substantial indemnity basis;
 - (e) An order that in the event that the Defendants default in payment of the said sum of \$21,706 plus costs, that all the estate and interest of the owners in the Lands be sold and the proceeds applied towards the payment of the Plaintiff's claim as aforesaid; and,
 - (f) Such further and other relief as this Honourable Court may deem just.

2. The Plaintiff, E-M Air Systems Inc. is an Ontario company, having its head office in Concord, Ontario where It is engaged in the HVAC related business.

3. The Defendant, Oak Bay Developments Inc., (hereinafter referred to as "Oak Bay") is an Ontario company involved in constructing homes and other properties in Ontario, and at all material times was the owner of the property located at 216 Randolph Road, Toronto, Ontario, (hereinafter referred to as "Lands") and is an owner as same is defined under the *Construction Lien Act*, R.S.O. 1990, c. 30. A description of the Lands is attached in Schedule "A" annexed to this claim.

4. The Defendants, Romas Kartavicius, Earl Storie and Bernard Torchia, are individuals residing in Ontario and were at all material times mortgagees who had registered charges on the subject property.
5. The Defendant, Business Development Bank of Canada is a corporation incorporated under the laws of Ontario and was at all material times a mortgagee who has a registered charge on the subject property.
6. The Defendant, Industrial and Commercial Bank of China (Canada) is a corporation incorporated under the laws of Canada and was all material times a mortgagee who has a registered charge on the subject property.
7. The Defendant, First Source Mortgage Corporation is a corporation incorporated under the laws of Ontario and was at all material times a mortgagee who has a registered charge on the subject property.
8. In or around March 2014, the Plaintiff entered into an agreement with Oak Bay, whereby the Plaintiff agreed to commence work and supply HVAC related services and materials at the project located at the property.
9. The Plaintiff complied with its obligations pursuant to the agreement, but Oak Bay has refused to pay the amounts that were due and owing to the Plaintiff under the agreement, namely the sum of \$21,706, plus interest and taxes.
10. By reason of supplying services and materials as described, the Plaintiff is

entitled to a lien upon the interest of the owners in the Lands for the sum of \$21,706 together with taxes and the cost of this action pursuant to the provisions of the *Construction Lien Act* R.S.O. 1990 c.30.

11. On the 27th of November, 2014, the Plaintiff caused to be registered the following Claim for Lien against the title to the Lands in the Land Registry Office for the Land Registry Office of Muskoka (35). The Claim for Lien bears the registration number MT146631.

Name of Lien Claimant:	E-M Air Systems Inc.,
	Address for Service: 69 Romina Drive, Concord, Ontario
Name of Owner:	Oak Bay Developments Inc.
Name of Person to Whom Lien Claimant Supplied Services or Materials:	Oak Bay Developments Inc. 1100 Central Parkway West Suite 30, Mississauga, Ontario L5C 4E5
Time Within Which Services or Materials were Supplied:	MARCH 1, 2014 to OCTOBER 17, 2014
Short Description of Services or Materials That Have Been Supplied:	Heating and air conditioning and related HVAC services
Contract Price or Subcontract Price:	\$129,726.00
Amount Claimed as Owing in Respect	

of Services or Materials that have
been supplied: \$21,706

The Lien Claimant claims a lien against
the interest of every person identified
above as an owner of the premises
described in Schedule A to this
Claim for Lien.

Oak Bay Developments Inc.

DATE: November 27, 2014

Per: Jack Marrano

12. The Lands described in the Claim for Lien were at all material times occupied by Oak Bay Developments and are the Lands to which the Plaintiff supplied services and materials at the request, on behalf, with the consent, and for the direct benefit of Oak Bay Developments Inc. and the other defendants named in this claim.
13. By instrument No. MT109807, registered on March 13, 2012 the Lands were mortgaged in favour of the Business Development Bank of Canada in the amount of \$700,000.00.
14. By instrument No. MT109808, registered on March 13, 2012; the Lands were mortgaged in favour of Romas Kartavicius and Earl Storie in the amount of \$5,000,000.00.
15. By instrument MT109809, registered on March 13, 2012, the Lands were

mortgaged in favour of Torchia Bernard in the amount of \$3,000,000.00.

16. By instrument MT116053, registered on August 16, 2012, the Lands were mortgaged in favour of Industrial and Commercial Bank of China (Canada) in the amount of \$6,400,000.00.
17. By instrument MT116099, registered on August 16, 2012, the Lands were mortgaged in favour of First Source Mortgage Corporation in the amount of \$8,500,000.00.
18. The Plaintiff alleges that the said mortgages were taken by Oak Bay Developments Inc. with the intention to secure the financing of the improvements herein, and the Plaintiff therefore claims that its lien has full priority over the said mortgages to the extent of any deficiency in the holdbacks required to be retained by the Defendant. In the alternative, the Plaintiff claims that its lien has priority over the said mortgages to the extent that any portion of the mortgage advanced exceed the actual value of the premises at the time when the first lien arose. In the further alternative, the Plaintiff claims that its lien has priority over the said mortgage to the extent of any unadvanced portions thereof.
19. The Plaintiff asks that this Action be tried in Muskoka, Ontario.

DATE OF ISSUE:

FRANK LENTO

Lento Professional Corporation
3200 Dufferin Street, Suite 504
Toronto, Ontario
M6A 2T3

Tel: (416) 398-4044

Fax: (416) 398-7396

Lawyer for the Plaintiff

E-M AIR SYSTEMS INC.
PLAINTIFF

and

OAK BAY DEVELOPMENTS INC., ET AL.
DEFENDANTS

Court File No. *Cv-14 206*

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Muskoka

STATEMENT OF CLAIM

FRANK LENTO

Lento Professional Corporation
3200 Dufferin Street, Suite 504
Toronto, Ontario M6A 2T3

Tel: (416) 398-4044

Fax: (416) 398-7396

Lawyer for the Plaintiff

Court File No. *CV 14-209*

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction
Lien Act*, R.S.O. 1990, c. 30

BETWEEN:

E-M AIR SYSTEMS INC.

Plaintiff

- and -

OAK BAY DEVELOPMENTS INC., BUSINESS DEVELOPMENT BANK OF CANADA,
ROMAS KARTAVICIUS, EARLY STORIE, BERNARD TORCHIA, INDUSTRIAL AND
COMMERCIAL BANK OF CHINA (CANADA), FIRST SOURCE MORTGAGE
CORPORATION

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff(s) lawyer or, where the plaintiff(s) do(es) not have a lawyer, serve it on the plaintiff(s), and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL

FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: *Dec. 23, 2014*

Issued by *Christine Amiston*
Local registrar

Address of court office:

3 Dominion Street
Bracebridge, Ontario
P1L 2E6

TO: **OAK BAY DEVELOPMENTS INC.**
1100 Central Parkway West
Suite 30
Mississauga, Ontario
L5C 4E5

AND TO: **BUSINESS DEVELOPMENT BANK OF CANADA**
126 Wellington Street West
Suite 201
Barrie, Ontario
L4N 1K9

AND TO: **ROMAS KARTAVICIUS**
1443 Hurontario Street
Mississauga, Ontario
L5G 3H5

AND TO: **EARL STORIE**
291 Watson Avenue
Oakville, Ontario
L6J 3V3

AND TO: **BERNARD TORCHIA**
1578 Green Glade
Mississauga, Ontario
L5J 1B5

.3

AND TO: **INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA)**
333 Bay Street
Suite 3710
Toronto, Ontario
M5H 2R2

AND TO: **FIRST SOURCE MORTGAGE CORPORATION**
1 Valleybrook Drive
Suite 100
Toronto, Ontario
M3B 2S7

CLAIM

1. The Plaintiff claims against the Defendants:
 - (a) Payment of the sum of \$43,412.00;
 - (b) Pre-judgment and post-judgment interest on the said sum pursuant to the *Courts of Justice Act*;
 - (c) Payment of Goods and Services Taxes on all amounts awarded;
 - (d) The costs of this Action on a substantial indemnity basis;
 - (e) An order that in the event that the Defendants default in payment of the said sum of \$43,412.00 plus costs, that all the estate and interest of the owners in the Lands be sold and the proceeds applied towards the payment of the Plaintiff's claim as aforesaid; and,
 - (f) Such further and other relief as this Honourable Court may deem just.

2. The Plaintiff, E-M Air Systems Inc. is an Ontario company, having its head office in Concord, Ontario where it is engaged in the HVAC related business.

3. The Defendant, Oak Bay Developments Inc., (hereinafter referred to as "Oak Bay") is an Ontario company involved in constructing homes and other properties in Ontario, and at all material times was the owner of the property located at 216 Randolph Road, Toronto, Ontario, (hereinafter referred to as "Lands") and is an owner as same is defined under the *Construction Lien Act*, R.S.O. 1990, c. 30. A description of the Lands is attached in Schedule "A" annexed to this claim.

4. The Defendants, Romas Kartavicius, Earl Storie and Bernard Torchia, are individuals residing in Ontario and were at all material times mortgagees who had registered charges on the subject property.
5. The Defendant, Business Development Bank of Canada is a corporation incorporated under the laws of Ontario and was at all material times a mortgagee who has a registered charge on the subject property.
6. The Defendant, Industrial and Commercial Bank of China (Canada) is a corporation incorporated under the laws of Canada and was all material times a mortgagee who has a registered charge on the subject property.
7. The Defendant, First Source Mortgage Corporation is a corporation incorporated under the laws of Ontario and was at all material times a mortgagee who has a registered charge on the subject property.
8. In or around March 2014, the Plaintiff entered into an agreement with Oak Bay, whereby the Plaintiff agreed to commence work and supply HVAC related services and materials at the project located at the property.
9. The Plaintiff complied with its obligations pursuant to the agreement, but Oak Bay has refused to pay the amounts that were due and owing to the Plaintiff under the agreement, namely the sum of \$43,412.00, plus interest and taxes.
10. By reason of supplying services and materials as described, the Plaintiff is

entitled to a lien upon the interest of the owners in the Lands for the sum of \$43,412.00 together with taxes and the cost of this action pursuant to the provisions of the *Construction Lien Act* R.S.O. 1990 c.30.

11. On the 27th of November, 2014, the Plaintiff caused to be registered the following Claim for Lien against the title to the Lands in the Land Registry Office for the Land Registry Office of Muskoka (35). The Claim for Lien bears the registration number MT146632.

Name of Lien Claimant:	E-M Air Systems Inc.,
	Address for Service: 69 Romina Drive, Concord, Ontario
Name of Owner:	Oak Bay Developments Inc.
Name of Person to Whom Lien Claimant Supplied Services or Materials:	Oak Bay Developments Inc. 1100 Central Parkway West Suite 30, Mississauga, Ontario L5C 4E5
Time Within Which Services or Materials were Supplied:	MARCH 1, 2014 to OCTOBER 17, 2014
Short Description of Services or Materials That Have Been Supplied:	Heating and air conditioning and related HVAC services
Contract Price or Subcontract Price:	\$129,726.00
Amount Claimed as Owing in Respect	

7

of Services or Materials that have
been supplied: \$43,412.00

The Lien Claimant claims a lien against
the interest of every person identified
above as an owner of the premises
described in Schedule A to this
Claim for Lien.

Oak Bay Developments Inc.

DATE: November 27, 2014

Per: Jack Marrano

12. The Lands described in the Claim for Lien were at all material times occupied by Oak Bay Developments and are the Lands to which the Plaintiff supplied services and materials at the request, on behalf, with the consent, and for the direct benefit of Oak Bay Developments Inc. and the other defendants named in this claim.
13. By instrument No. MT109807, registered on March 13, 2012 the Lands were mortgaged in favour of the Business Development Bank of Canada in the amount of \$700,000.00.
14. By instrument No. MT109808, registered on March 13, 2012, the Lands were mortgaged in favour of Romas Kartavicius and Earl Storie in the amount of \$5,000,000.00.
15. By instrument MT109809, registered on March 13, 2012, the Lands were

mortgaged in favour of Torchia Bernard in the amount of \$3,000,000.00.

16. By instrument MT116053, registered on August 16, 2012, the Lands were mortgaged in favour of Industrial and Commercial Bank of China (Canada) in the amount of \$6,400,000.00.
17. By instrument MT116099, registered on August 16, 2012; the Lands were mortgaged in favour of First Source Mortgage Corporation in the amount of \$8,500,000.00.
18. The Plaintiff alleges that the said mortgages were taken by Oak Bay Developments Inc. with the intention to secure the financing of the improvements herein, and the Plaintiff therefore claims that its lien has full priority over the said mortgages to the extent of any deficiency in the holdbacks required to be retained by the Defendant. In the alternative, the Plaintiff claims that its lien has priority over the said mortgages to the extent that any portion of the mortgage advanced exceed the actual value of the premises at the time when the first lien arose. In the further alternative, the Plaintiff claims that its lien has priority over the said mortgage to the extent of any unadvanced portions thereof.
19. The Plaintiff asks that this Action be tried in Muskoka, Ontario.

DATE OF ISSUE:

FRANK LENTO

Lento Professional Corporation
3200 Dufferin Street, Suite 504
Toronto, Ontario
M6A 2T3

Tel: (416) 398-4044

Fax: (416) 398-7396

Lawyer for the Plaintiff

EM AIR SYSTEMS INC.
PLAINTIFF

and

OAK BAY DEVELOPMENTS INC., ET AL.
DEFENDANTS

Court File No. *Cj-14-289*

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Muskoka

STATEMENT OF CLAIM

FRANK LENTO
Lento Professional Corporation
3200 Dufferin Street, Suite 504
Toronto, Ontario M6A 2T3

Tel: (416) 398-4044

Fax: (416) 398-7396

Lawyer for the Plaintiff

Court File No. *CV-14-209*

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF the *Construction
Lien Act*, R.S.O. 1990, c. 30

E-M AIR SYSTEMS INC.

Plaintiff

- and -

OAK BAY DEVELOPMENTS INC., BUSINESS DEVELOPMENT BANK OF
CANADA, ROMAS KARTAVICIUS, EARLY STORIE, BERNARD TORCHIA,
INDUSTRIAL AND COMMERCIAL BANK OF CHINA (CANADA), FIRST
SOURCE MORTGAGE CORPORATION

Defendants

CERTIFICATE OF ACTION

I CERTIFY that an action has been commenced in the Ontario Superior Court of Justice under the *Construction Lien Act, 1990, R.S.O. chapter c.30*, between the above parties in respect of the premises described in Schedule "A" to this certificate, in relation to the Claim for Lien bearing in the following registration number: MT146632.

DATE: *Dec. 23, 2014*

Christina Demeter
Local Registrar

E-M AIR SYSTEMS INC.
PLAINTIFF

and

OAK BAY DEVELOPMENTS INC., ET AL.
DEFENDANTS
Court File No. *EV-14-209*

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Muskoka

CERTIFICATE OF ACTION

FRANK LENTO
Lento Professional Corporation
3200 Dufferin Street, Suite 504
Toronto, Ontario M6A 2T3
Tel: (416) 398-4044
Fax: (416) 398-7396
Lawyer for the Plaintiff

TAB N

Oak Bay Developments Inc.
Receiver's Interim Statement of Receipts and Disbursement for the
Period Novmeber 12, 2014 to February 27, 2015

<u>Receipts</u>		Notes
Funding from EOH Realty Services	\$ 1,000,000.00	
Condo fees re Interim Occupancy Agreements	<u>52,914.10</u>	(1)
	<u>\$ 1,052,914.10</u>	
<u>Disbursements</u>		
Trade suppliers - lien claims	\$ 353,740.40	(2)
Trade suppliers - new work	280,375.09	(3)
Payroll	48,111.26	(4)
Delayed Occupancy Compensation Payments	37,500.00	(5)
Surveyor fees	12,952.57	(6)
Utilities	9,571.02	
Insurance	2,592.00	
Real estate legal fees	2,308.82	
Consulting fees (surveyor, etc.)	1,356.00	
Purchaser refund	965.85	
Filing fees	70.00	
Bank charges	7.50	
	<u>\$ 749,550.51</u>	
Excess of Receipts over Disbursements	<u>\$ 303,363.59</u>	

Notes:

- (1) Includes Occupancy Fees from September 2014 through February 2015 for purchasers currently in occupancy of their units.
- (2) Includes amounts paid to four suppliers (Gavina Trim Carpentry Ltd. - \$39,934.00; Madera Building & Renovations Inc. - \$5,686.73; Masova Painting Corp. - \$48,100.28; Nelmar Drywall Company Limited - \$220,083.83) who were within their rights and threatened to lien the project as of the date of the receivership if their pre-receivership amounts were not paid. Should the amounts had not been paid, the Receiver had been advised that to remove the liens in order to provide clear title on closing, an amount equal to the amount of each lien plus 25% up to \$50,000 plus an amount for legal costs would have had to be posted as security to vacate the liens.
- (3) Reflects amounts paid to new suppliers for work performed since the commencement of the receivership.
- (4) Represents payroll for five Oak Bay staff for work since the date of the receivership order. The staff are actually employed by Romal Management Inc. who pays the employees and the Receiver reimburses Romal. Subsequent to the first disbursement, one staff has been laid off and another has had her hours reduced resulting in bi-weekly payrolls of of approximately \$12,900 including WSIB. Reimbursements have thus far been made up to December 31, 2014.
- (5) Includes five Delayed Occupancy Payments of \$7,500 each made to purchasers who submitted claims prior to the receivership. The payments were made to avoid chargeable conciliations applied to the Oak Bay's record, avoid the fees involved in resolving chargeable conciliations and as a gesture to those purchasers to facilitate completion of the sale of the unit.
- (6) Represents pre-receivership amounts paid to the site surveyor, in respect of the preparation of the condominium plan, site plan, easements and other survey work necessary for the registration of the units, who had refused to complete the necessary documentation unless certain pre-receivership amounts were paid.

TAB O

Oak Bay Developments Inc.

Receiver's Projected Future Disbursements to March 15, 2015

<u>Projected Future Disbursements</u>		Notes
Liens registered on title	\$ 295,274	(1)
Construction costs to complete	90,400	(2)
Receiver fees	125,000	(3)
Site payroll	65,000	(4)
Real estate legal fees	60,000	(5)
Surveyor costs	3,000	
Miscellaneous costs (utilities, insurance, etc.)	12,500	
	<u>\$ 651,174</u>	

Notes:

- (1) Amount reflects final payments on agreements with C.C. Tatham & Associates (\$135,790) and Basecrete Inc. (\$45,750) to clear these liens off title as well as funds to be posted as security into court to clear the Noble Corporation Lien (\$25,837 + 25% = \$32,296) and two E-M Air Systems Inc. liens (\$65,118 + 25% = \$81,397.50).
- (2) Reflects estimated costs to complete construction as of February 27, 2015 as provided by Oak Bay. Amount includes HST but excludes any remaining costs for units 15, 25, and 29 which are no longer subject to APSs.
- (3) Reflects the Receiver's invoices #1, #2 and #3 for the period up to February 13, 2015 which total \$84,876.57 plus an estimate to complete the receivership of \$40,000. The estimate does not include any legal fees for independent counsel to the Receiver should that be necessary.
- (4) Bi-weekly site payroll for 4 staff is approximately \$12,900 including taxes and WSIB. Payroll has been paid up to the end of December 2014. The future projected disbursements reflects payroll for January to March 15, 2015.
- (5) Harris Sheaffer is Oak Bay's counsel with respect to real estate matters and the closing of the purchase agreements. As part of continuing to act on behalf of Oak Bay to complete the registration of the units and close the transactions, Harris required, and Oak Bay and the Receiver have agreed, that their pre-receivership arrears be paid.

**Oak Bay Developments Inc.
Receiver's Projected Future Disbursements to March 15, 2015**

<u>Projected Future Disbursements</u>		Notes
Liens registered on title	\$ 295,274	(1)
Construction costs to complete	105,000	(2)
Receiver fees	125,000	(3)
Site payroll	65,000	(4)
Real estate legal fees	60,000	(5)
Surveyor costs	3,000	
Miscellaneous costs (utilities, insurance, etc.)	12,500	
	<u>\$ 665,774</u>	

Notes:

- (1) Amount reflects final payments on agreements with C.C. Tatham & Associates (\$135,790) and Basecrete Inc. (\$45,750) to clear these liens off title as well as funds to be posted as security into court to clear the Noble Corporation Lien (\$25,837 + 25% = \$32,296) and two E-M Air Systems Inc. liens (\$65,118 + 25% = \$81,397.50).
- (2) Reflects estimated costs to complete construction as of February 27, 2015 as provided by Oak Bay.
- (3) Reflects the Receiver's invoices #1, #2 and #3 for the period up to February 13, 2015 which total \$84,876.57 plus an estimate to complete the receivership of \$40,000. The estimate does not include any legal fees for independent counsel to the Receiver should that be necessary.
- (4) Bi-weekly site payroll for 4 staff is approximately \$12,900 including taxes and WSIB. Payroll has been paid up to the end of December 2014. The future projected disbursements reflects payroll for January to March 15, 2015.
- (5) Harris Sheaffer is Oak Bay's counsel with respect to real estate matters and the closing of the purchase agreements. As part of continuing to act on behalf of Oak Bay to complete the registration of the units and close the transactions, Harris required, and Oak Bay and the Receiver have agreed, that their pre-receivership arrears be paid.

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

BETWEEN:

IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1)
OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C 1985, c.B-3, AS AMENDED,
AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, c.C43, AS AMENDED

ROMAS KARTAVICIUS

Applicant

- and -

OAK BAY DEVELOPMENTS INC. and OAK BAY GOLF CLUB INC.

Respondents

AFFIDAVIT OF HARTLEY M. BRICKS
(Sworn February 23, 2015)

I, **Hartley M. Bricks** of the City of Toronto, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am a Vice-President of Deloitte Restructuring Inc., the court appointed receiver and manager (the "**Receiver**") of certain of the assets, undertakings and properties of Oak Bay Developments Inc. ("**Oak Bay**"). As such, I have personal knowledge of the matters to which I hereinafter refer.

2. Attached hereto as **Exhibit "A"** is a summary of the accounts issued by the Receiver of Oak Bay for services rendered during the period November 3, 2014 to February 13, 2015 (the "**Period**").


3. Attached hereto as **Exhibit "B"** are true copies of the accounts of the Receiver with respect to Oak Bay for the Period, including a detailed description of the activities, number of hours worked, applicable hourly rates, and totals. The Receiver's average hourly rate charged over the Period is approximately \$428. I confirm that these accounts accurately reflect the services provided by the Receiver in this proceeding for the Period.

4. Based on my review of the accounts referred to herein and my personal knowledge of this matter, the accounts referred to herein represent a fair and accurate description of the services provided and the amounts charged by the Receiver.

5. I swear this affidavit in support of the Receiver's Motion for, among other things, approval of its fees and disbursements and for no other or improper purpose.

SWORN before me at the City of Toronto, in the Province of Ontario, on February 23, 2015

)
)
)
)



HARTLEY M. BRICKS

Commissioner for Taking Affidavits

Anna Koroneos, a Commissioner, etc.,
Province of Ontario
for Deloitte Restructuring Inc.,
Trustee in Bankruptcy,
Expires July 10, 2016

TAB A

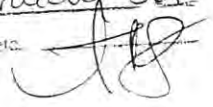
This is Exhibit "A" referred to as **178**
in the Affidavit of Hartley Backs
sworn before me this 23rd day of
Germany 2015
Commissioner, etc. 

Exhibit "A"


**Summary of Invoices Issued by the Receiver for
Oak Bay Developments Inc.**

Anna Koroneos, a Commissioner, etc.
Province of Ontario
for Deloitte Restructuring Inc.,
Trustee in Bankruptcy,
Expires July 10, 2016.

<u>Invoice Date</u>	<u>Invoice Period</u>	<u>Amount of Invoice (including HST)</u>
12-Dec-14	November 3, 2014 to December 5, 2014	42,994.24
23-Jan-15	December 8, 2014 to January 16, 2015	18,648.96
17-Feb-15	January 17, 2015 to February 13, 2015	<u>23,233.37</u>
		<u>\$ 84,876.57</u>

TAB B

Deloitte

This is Exhibit "B" referred to
in the Affidavit of Hartley Bricks
Sworn before me this 23rd day of
February, 2015
A Commissioner, etc. 

Deloitte Restructuring Inc.
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Anna Koroneos, a Commissioner, etc.,
Province of Ontario
for Deloitte Restructuring Inc.,
Trustee in Bankruptcy,
Expires July 10, 2016.

Tel: 416-601-6150
Fax: 416-601-6151
www.deloitte.ca

Private and confidential

Oak Bay Developments Inc.
c/o Deloitte Restructuring Inc.
181 Bay Street, Suite 1400
Toronto, Ontario
M5J 2V1

Date: December 12, 2014
Invoice No: 3702044
Client/Mandate No: 892587.1000001
Billing Partner: Paul Casey
HST Registration No: 122893605

Invoice # 1

REGARDING Oakbay Developments Inc. ("Oak Bay" or the "Company") - Receivership

To professional services rendered in connection with the appointment of Deloitte Restructuring Inc. as Court-appointed Receiver of certain assets of Oak Bay ("Receiver") for the period ended December 5, 2014.

Date	Professional	Description
11/3/2014	Bricks, Hartley	Review of draft Order and provide comments to E. Golden
11/4/2014	Bricks, Hartley	Review of further revised drafts of receivership order and discuss same with E. Golden
11/6/2014	Casey, Paul	Review draft Order regarding Oak Bay and comments to H. Bricks
11/6/2014	Bricks, Hartley	Review draft Order and motion materials and discuss same with P. Casey.
11/7/2014	Casey, Paul	Conference call with Blaneys regarding Oak Bay Developments.
11/7/2014	Bricks, Hartley	Attend call with E. Golden of Blaneys regarding mandate and draft order.
11/10/2014	Casey, Paul	Review updated draft Receivership Order and commitment letter; meeting with H. Bricks.
11/10/2014	Bricks, Hartley	Review of motion materials and draft Order and provide comments to E. Golden; discussion status with P. Casey.
11/11/2014	Casey, Paul	Review updated Receivership Order and discussions with H. Bricks.
11/11/2014	Bricks, Hartley	Review of draft Order and commitment letter, provide comments to E. Golden and discussion with E. Golden regarding status; discuss draft order with P. Casey.
11/12/2014	Casey, Paul	Emails; review final Court Order and execute consent; meeting Bricks and Koroneos regarding initial meeting.
11/12/2014	Bricks, Hartley	Review of revised draft Order and discussion with E. Golden regarding same; review of further revisions and respond to E. Golden with comments; arrange for website postings; telephone discussion with C. Chang regarding logistics for commencing mandate; telephone discussion with I. Osti of Eden Oak regarding timing for meeting.

Oakbay Developments Inc. – Receivership
 December 12, 2014
 Page 2 of 6 – Invoice #1

Date	Professional	Description
11/12/2014	Koroneos, Anna	Review of draft Order; with H. Bricks on history and current status of engagement; review of checklist for receivership and update.
11/13/2014	Bricks, Hartley	Meeting at Eden Oak with R. Kartavicius and I. Osti to discuss background, Receivership Order, and plan going forward; forward wire information to C. Chang and discussion with C. Chang regarding same; various discussions with E. Golden regarding meeting with debtor and lien questions; discussion with R. Kartavicius regarding e-mail correspondence and status.
11/13/2014	Koroneos, Anna	Site visit with H. Bricks to Eden Oak offices to meet with R. Kartavicius, I. Osti and A. Jacobelli; review of emails and discussions with H. Bricks regarding same; draft 245/246 report and discussion on filing Receivership Order with OSB.
11/13/2014	Brown, Rose	Trust Banking Administration - Open account with RBC and set up estate on Ascend. Liaison with RBC to confirm/TSF done for 1M.
11/14/2014	Bricks, Hartley	Review sample Agreement of Purchase and Sale; review schedule of work to be complete and correspondence with I. Osti regarding same; review of letter to insurance broker; prepare correspondence to purchasers concerning Receivership and forward to E. Golden; discussion with C. McGran of E&Y regarding dual receiverships and status of each; review and revise S. 245/246 Notice and Report of Receiver and discussion with A. Koroneos regarding same.
11/14/2014	Koroneos, Anna	Letter to insurance co. with R. Brown on filing Order with the OSB; with H. Bricks on 245/246 Notice and Report of Receiver regarding missing information; discussion with R. Brown on Estate Information Summary for filing with the OSB; finalize letter to insurance following review of received insurance information with R. Brown on missing addresses and review; review of OSB certificate; review of various listings received from the Eden Oak ; review of PPSA search and golf cart lien on the Oak Bay PPSA.
11/14/2014	Brown, Rose	Open estate in Ascend; prepare EOS and fax EOS and court report to OSB to register Receivership; prepare creditor list for importing into Ascend for mailing; update creditor address; update website.
11/17/2014	Bricks, Hartley	Travel to Oak Bay site and meet with M. Joist and I. Osti to review units and work to complete; telephone discussions with various unit purchaser regarding status; review and respond to correspondence to counsel to a unit purchaser; respond to correspondence from J. Wigley of Gardiner Roberts regarding adding to service list.
11/17/2014	Koroneos, Anna	Travel to Oak Bay - review properties and notes on condos and work to be completed; email to I. Osti requesting creditors not on trade listing; review of creditors list.
11/17/2014	Brown, Rose	Update creditor listing and print version for review to go with mailing.
11/18/2014	Casey, Paul	Update discussion with H. Bricks and A. Koroneos.
11/18/2014	Bricks, Hartley	Telephone discussion with various unit purchasers regarding the status of their unit; discussion with R. Kartavicius, A. Mendanha and I. Osti regarding status and information provided to purchasers; review and revise section 245/246 Notice and Report to Creditors; discussion with various creditors regarding the status of the receivership; discussion with E. Golden regarding status and letter to purchasers.

Oakbay Developments Inc. – Receivership
 December 12, 2014
 Page 3 of 6 – Invoice #1

Date	Professional	Description
11/18/2014	Brown, Rose	Update creditor list in Ascend.
11/18/2014	Koroneos, Anna	Discussion with H. Bricks regarding 245/246 Notice and Report to Creditors and review creditor listing; review secured creditor listing; discussion on work to be done; review of listing for amounts;; update creditors listing; update notice.
11/19/2014	Bryk, Adam	Review and provide comments on Sec 245/246 Notice and Report to Creditors.
11/19/2014	Bricks, Hartley	Discussion with E. Golden regarding Notice of Receiver and letter to purchasers; discussion with I. Osti regarding plan of action and comments on Notice of Receiver; review of correspondence from E. Golden regarding liens and revise Notice of Receiver and creditor list; review of Oak Bay's proposed letter to purchasers and respond to same.
11/19/2014	Koroneos, Anna	Discussion with H. Bricks on creditors/ notice etc.; discussion with R. Brown on same; discuss investment and cash flow
11/20/2014	Bricks, Hartley	Prepare and send letters to purchasers; correspondence with various purchasers regarding receivership proceedings; correspondence with A. Mendanha regarding various purchaser matters; discussion with Harris Sheaffer LLP regarding status and issues involved with development and closings; review of correspondence from I. Osti regarding plan of action
11/20/2014	Brown, Rose	Review address of creditors and input into Ascend.
11/21/2014	Bricks, Hartley	Discussion with A. Koroneos regarding Notice of Receiver; discussion with E. Golden regarding status; review of plan of action from I. Osti and respond to same; discussion with I. Osti regarding plan of action; discussion with various unit purchasers regarding status;
11/21/2014	Brown, Rose	Estate Administration - Creditor Mailing.
11/21/2014	Koroneos, Anna	Discussion with H. Bricks on mailing to creditors and discussion with R. Brown on same; revise secured creditor list.
11/24/2014	Bricks, Hartley	Review of correspondence from I. Osti regarding response to plan of action correspondence, respond to same and telephone discussion with I. Osti regarding same; discussion with E. Golden regarding status; review of correspondence from D. McFaul regarding statement of account and forward to I. Osti; discussion with counsel to EM Air Systems regarding status; discussion with E. Golden regarding McFaul APS and terms of contract.
11/24/2014	Koroneos, Anna	Review of Affidavit of mailing and commission same; discussion with H. Bricks on status; review of emails to and from I. Osti.
11/25/2014	Bricks, Hartley	Attendance on a conference call with I. Osti, R. Kartavicius, C. Chang and E. Golden to discuss status of the project, liens, trades, cash flow and other matters; review of e-mail from C. Chang regarding the ability of the Receiver to terminate an APS, discussion with E. Golden regarding same and review of correspondence from E. Golden regarding same; review of correspondence from I. Osti regarding trade payments to avoid liens and telephone discussion regarding same; prepare disbursements and letter to Oak Bay regarding distribution of cheques; prepare analysis of anticipated use of EOH Credit Facility and forward to E. Golden; discussion with J. Henechowicz of MNP

Oakbay Developments Inc. – Receivership
 December 12, 2014
 Page 4 of 6 – Invoice #1

Date	Professional	Description
		regarding status of proceedings; discussion with Joseph of Spectrum Realty regarding status of proceedings.
11/25/2014	Brown, Rose	Trust Banking Administration - Disbursement cheques.
11/26/2014	Casey, Paul	Review Ernst & Young Monitor's Report and emails H. Bricks.
11/26/2014	Bricks, Hartley	Prepare use of funds analysis and various correspondence with E. Golden and I. Osti regarding same; discussion with I. Osti regarding interim occupancy agreements; review of correspondence from E. Golden and response from C. Chang and respond further to same; discussion with S. Clinton of Ernst & Young Inc., receiver of Oak Bay Golf Club Inc., regarding site matters and liens.
11/27/2014	Bricks, Hartley	Various discussions with I. Osti regarding trades and operational matters; discussion with various purchasers regarding status of construction and timing for closings; review of correspondence from C. Chang and provide approval regarding voiding an APS; correspondence with I. Osti regarding closing dates
11/27/2014	Koroneos, Anna	Discussion with H. Bricks on insurance and respond to same.
11/28/2014	Bricks, Hartley	Discussion with I. Osti regarding insurance and other matters and review of schedule of occupancy dates; review of correspondence from C. Chang regarding lien registered and review of correspondence from counsel to lien claimant
11/28/2014	Koroneos, Anna	Discussion with H. Bricks on cancelled insurance; review of letter-discuss termination of policy.
12/1/2014	Bricks, Hartley	Correspondence with E. Golden and C. Chang regarding McFaul APS; correspondence with A. Jacobelli regarding payroll and interim occupancy payments; discussion with E. Golden regarding status; correspondence with B. Hou of ICBK regarding status and occupancy dates.
12/2/2014	Bricks, Hartley	Review of hardwood floor contract and correspondence with I. Osti regarding terms of contract; discussion with Chad of Charles Morden Construction regarding the status of the receivership
12/4/2014	Bricks, Hartley	Review of correspondence from S. Clinton of E&Y regarding snow removal; discussion with I. Osti regarding snow removal proposal and other matters; correspondence and discussion with A. Jacobelli regarding payroll, disbursements and interim occupancy payments; correspondence and discussion with E. Golden regarding interim occupancy payments; discussion with C. McGran of E&Y regarding snow removal contract and further discussion with I. Osti regarding same and respond to C. McGran.
12/4/2014	Brown, Rose	Trust Banking Administration - Disbursement cheque.

Oakbay Developments Inc. – Receivership
December 12, 2014
Page 5 of 6 – Invoice #1

Date	Professional	Description
		To all other administrative matters with respect to the receivership administration, including all meetings, telephone attendances, execution and approval of disbursements, written and verbal correspondence to facilitate the foregoing.

Oakbay Developments Inc. – Receivership
 December 12, 2014
 Page 6 of 6 – Invoice #1

A summary of hours and rates is as follows:

Professional	Level	Hours	Rate	Fees
Paul Casey, CPA, CA, CIRP	Senior Vice President	6.4	\$575.00	\$ 3,680.00
Adam Bryk, MBA, CPA, CA, CIRP	Vice President	0.5	\$575.00	287.50
Hartley Bricks, MBA, CPA, CA, CIRP	Vice President	55.3	\$480.00	26,544.00
Anna Koroneos, CIRP	Manager	21.9	\$275.00	6,022.50
Rose Brown	Estate Administrator	8.7	\$140.00	1,218.00
Total hours and professional fees		<u>92.8</u>		\$ 37,752.00
Disbursements				
Mileage				194.00
Postage				102.00
Total Professional fees and disbursements				\$ 38,048.00
HST @ 13%				4,946.24
Total payable				\$ 42,994.24

REMITTANCE ADDRESS:

Deloitte Restructuring Inc.
 5140 Yonge Street, Suite 1700
 Toronto, ON M2N 6L7 CANADA

Wire Transfer Information:

Bank of Nova Scotia, Toronto Business Centre, 20 Queen Street West, Toronto, Ontario M5H 3R3

Transit # 47696	US Bank Account	Canadian Bank Account
Bank Code# 002	Account #476968822816	Account #476960440019
	Swift Code and ABA Address	Swift Code Address – Canada / Int'l Wires
	NOSCCATT	NOSCCATT
	ABA # 026002532	

Please reference the invoice number listed above when wiring funds.

We accept payment by cheque, wire, Electronic Funds Transfer and online bill payment (select either Deloitte LLP or Deloitte S.E.N.C.R.L./s.r.l. through your financial institution and quote the first 6 digits of your client number).

Please return one copy with remittance

Payable upon receipt to: Deloitte Restructuring Inc.

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.



Deloitte LLP
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Tel: 416-601-6150
Fax: 416-601-6151
www.deloitte.ca

Private and confidential

Oak Bay Developments Inc.
c/o Deloitte Restructuring Inc.
181 Bay Street, Suite 1400
Toronto, Ontario
M5J 2V1

Date: January 23, 2014
Invoice No: **3723471**
Client/Mandate No: 892587.1000001
Billing Partner: Paul Casey
HST Registration No: 122893605

Invoice # 2

In the matter of the Receivership of Oak Bay Developments Inc. ("Oak Bay" or the "Company")

To professional services rendered in connection with the appointment of Deloitte Restructuring Inc. as Court-appointed Receiver of certain assets of Oak Bay ("Receiver") for the period December 8, 2014 to January 16, 2015.

Date	Professional	Description
12/8/2014	Bricks, Hartley	Review of correspondence from I. Osti of Eden Oak regarding request for payment and correspondence regarding same; review and approve contract for contractor; correspondence with A. Jacobelli of Eden Oak regarding payroll; correspondence with E. Golden of Blaney McMurtry LLP regarding status of various issues; review of correspondence from C. Chang concerning an Agreement of Purchase and Sale ("APS").
12/9/2014	Bricks, Hartley	Review of correspondence from A. Jacobelli regarding invoices for payment and respond to same; discussion with a unit purchaser regarding status of receivership.
12/9/2014	Brown, Rose	Trust Banking Administration - Disbursement cheques.
12/10/2014	Bricks, Hartley	Review and approve disbursements; discussion with Mayor Braid regarding garbage dumped at site and discussion with I. Osti regarding same and further e-mail correspondence regarding same; discussion with I. Osti regarding snow plowing; message from D. Mendes regarding Noble Lien claim and message to E. Golden regarding same; review and respond to correspondence from B. Hou of Industrial Commercial Bank of China (Canada) ("ICBK") regarding construction at the site and discussion with I. Osti regarding same.
12/10/2014	Koroneos, Anna	Review of returned mail and locate new addresses; resend same.
12/10/2014	Brown, Rose	Trust Banking Administration - Disbursement cheques.

Date	Professional	Description
12/11/2014	Bricks, Hartley	Discussion with I. Osti regarding supplier matters and snow plowing at the development; discussion with E. Golden regarding status of various issues; review and respond to correspondence from B. Hou regarding claims made against Oak Bay Developments; review and approve new supplier contracts and correspondence with I. Osti regarding timing to complete and register the units; review and respond to questions from a unit purchaser; review interim occupancy payments schedule and APS and prepare correspondence to Harris Sheaffer regarding same; review of correspondence from E&Y regarding snow removal and forward same to E. Golden.
12/12/2014	Bricks, Hartley	Review of correspondence from H. Sheaffer regarding purchaser requesting to terminate their APS, review of files and APS and respond to same; discussion with E. Golden regarding status of various issues; discussion with I. Osti regarding supplier matters; review and respond to questions from a unit purchaser; telephone discussion with unit purchaser regarding status of construction.
12/15/2014	Bricks, Hartley	Review and respond to correspondence from a unit purchaser; discussion with counsel for a lien claimant.
12/16/2014	Bricks, Hartley	Review supplier contract and approve; telephone discussions with two unit purchasers concerning the status of construction and estimated closing dates.
12/17/2014	Bricks, Hartley	Review and respond to correspondence from I. Osti.
12/19/2014	Bricks, Hartley	Review and respond to correspondence from I. Osti; discussion with E. Golden regarding status of various issues; correspondence with A. Jacobelli regarding common area fees; correspondence with S. Clinton of E&Y regarding status of construction.
12/23/2014	Brown, Rose	Trust Banking Administration - Disbursement cheques and prepare courier slip.
1/5/2015	Bricks, Hartley	Review of correspondence from residents and discussion with I. Osti regarding status; message from a unit purchaser, correspondence with I. Osti regarding same and return call to the purchaser; review of correspondence forward by Harris Sheaffer and forward same to A. Mendanha with comments.
1/6/2015	Bricks, Hartley	Correspondence with I. Osti regarding advance to ceramics supplier and coordinate same; correspondence with a unit purchaser regarding Delayed Occupancy Payment; respond to correspondence from B. Hou of ICBK regarding status of construction; respond to correspondence from C. McGran of EY regarding status of construction; respond to correspondence regarding release of the Trainor APS.
1/7/2015	Bricks, Hartley	Review and approve construction disbursements; correspondence with I. Osti regarding status of construction; correspondence with a unit purchaser regarding status; review correspondence regarding termination of insurance.
1/7/2015	Koroneos, Anna	Discussion with Northbridge Insurance regarding pending cancellation and forward correspondence regarding same to H. Bricks.
1/7/2015	Brown, Rose	Trust Banking Administration - Disbursement cheques.
1/8/2015	Bricks, Hartley	Discussion with I. Osti regarding status of various issues; correspondence with B. Hou regarding various matters; various correspondence regarding mutual release for Trainor unit.

Oak Bay Developments Inc. – Receivership
 January 23, 2015
 Page 3 of 5 – Invoice # 2

Date	Professional	Description
1/9/2015	Bricks, Hartley	Correspondence with I. Osti regarding insurance coverage; discussion with Liz De Geus of Marsh Canada (“Marsh”) regarding insurance coverage and forward copy of policy; discussion with a unit purchaser regarding status of construction.
1/12/2015	Bricks, Hartley	Review of cost to complete schedule and discussion with I. Osti regarding same and status of work at site; correspondence with L. De Geus regarding insurance coverage; correspondence with purchaser regarding status of interim occupancy date; correspondence with B. Hou regarding status and weekly report and prepare same.
1/13/2015	Bricks, Hartley	Receipt of condo fee payments and update R&D; correspondence with I. Osti regarding insurance coverage; discussion with L. de Geus regarding insurance coverage; prepare correspondence to unit purchaser regarding status; further revisions to R&D; respond to correspondence from a purchaser.
1/14/2015	Bricks, Hartley	Discussion with E. Golden regarding status update, revise same and distribute to B. Hou and others; review and respond to correspondence from I. Osti regarding supplier invoices; correspondence with L. De Geus regarding policy coverage and forward copy of insurance policy received from Oak Bay.
1/15/2015	Bricks, Hartley	Discussion with I. Osti regarding insurance and other matters; correspondence with L. De Geus regarding insurance and arrange for premium payment; correspondence with B. Hou regarding report.
1/15/2015	Brown, Rose	Trust Banking administration - Prepare letter to purchase CDNS for Marsh and delivery draft to their offices.
1/16/2015	Bricks, Hartley	Correspondence regarding interim closings.
		To all other administrative matters with respect to the receivership administration, including all meetings, telephone attendances, approval and execution of disbursements, written and verbal correspondence to facilitate the foregoing.

Oak Bay Developments Inc. – Receivership
 January 23, 2015
 Page 4 of 5 – Invoice # 2

A summary of hours and rates is as follows:

Professional	Level	Hours	Rate	Fees
Hartley Bricks, MBA, CA•CIRP	Vice President	33.2	\$480.00	\$ 15,936.00
Anna Koroneos, CIRP	Manager	0.3	\$275.00	82.50
Rose Brown	Estate Administrator	2.9	\$140.00	406.00
Total hours and professional fees		<u>36.4</u>		\$ 16,424.50
Disbursements				
PPSA Search				12.00
Courier				67.00
Total Professional fees and disbursements				\$ 16,503.50
HST @ 13%				2,145.46
Total payable				\$ 18,648.96

A notice to our clients:

We encourage our clients to pay by Electronic Funds Transfer, however, when paying by cheque please remit payment to:

CAD Payments :

Deloitte Management Services LP
 c/o T04567C
 PO Box 4567, STN A
 Toronto, ON M5W 0J1

USD Payments :

Deloitte Management Services LP
 c/o T04567U
 PO Box 4567, STN A
 Toronto, ON M5W 0J1

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

Oak Bay Developments Inc. – Receivership
 January 23, 2015
 Page 5 of 5 – Invoice # 2

To pay your Deloitte invoices by EFT or Wire please use the information provided below:
PLEASE NOTE BANKING INFORMATION HAS CHANGED

EFT Payment Information:

The Bank of Nova Scotia,
 Business Service Centre, 20 Queen Street West, 4th Floor, Toronto, Ontario M5H 3R3

**To pay invoices in CADS:
 Canadian Dollar Account**

 Transit-Institution #: 47696-002
 Account #: 1590219
 Swift Code Address – Canada / Int'l Wires
 NOSCCATT

**To pay invoices in USDS:
 US Dollar Account**

 Transit-Institution #: 47696-002
 Account #: 1363514
 Swift Code and ABA Address
 NOSCCATT
 ABA # 026002532

For further information on making EFT payments please contact your financial institution. To help us to correctly apply EFT or Wire payments to your account, please email remittance information to receivablesdebitours@deloitte.ca and reference the invoice(s) being paid.

Remember, as a simple alternative, within Canada you can pay your bill online -- select either Deloitte LLP or Deloitte S.E.N.C.R.L./s.r.l. through your financial institution and quote the first six digits of the Client No. shown on your Deloitte invoice.

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Deloitte Restructuring Inc.
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Tel: 416-601-6150
Fax: 416-601-6151
www.deloitte.ca

Private and confidential

Oak Bay Developments Inc.
c/o Deloitte Restructuring Inc.
181 Bay Street, Suite 1400
Toronto, Ontario
M5J 2V1

Date: February 17, 2015
Invoice No: **3737556**
Client/Mandate No: 892587.1000001
Billing Partner: Paul Casey
HST Registration No: 122893605

Invoice # 3

In the matter of the Receivership of Oak Bay Developments Inc. ("Oak Bay" or the "Company")

To professional services rendered in connection with the appointment of Deloitte Restructuring Inc. as Court-appointed Receiver of certain assets of Oak Bay ("Receiver") for the period January 17, 2015 to February 13, 2015.

Date	Professional	Description
1/19/2015	Bricks, Hartley	Review of proposed disbursements provided by I. Osti and correspondence regarding same; correspondence with I. Osti regarding interim occupancy dates.
1/20/2015	Bricks, Hartley	Correspondence with I. Osti regarding disbursements; discussion with E. Golden of Blaney McMurtry LLP regarding liens and status.
1/20/2015	Brown, Rose	Completion of on-going trust account banking administration, and disbursement processing and send out by courier.
1/21/2015	Bricks, Hartley	Discussion with E. Golden regarding status; review of revised closing dates and forward same to E. Golden; correspondence with purchasers regarding status of completion; review of disbursements and correspondence with A. Jacobelli regarding same.
1/22/2015	Bricks, Hartley	Discussion with a unit purchaser regarding status and correspondence with I. Osti and A. Mendahna regarding same; review of new closing dates provided by Oak Bay; review of correspondence concerning liens.
1/23/2015	Bricks, Hartley	Review and execute disbursements; review updated costs to complete provided by I. Osti.
1/23/2015	Brown, Rose	Completion of on-going trust account banking administration, and disbursement processing and courier to client office.
1/26/2015	Bricks, Hartley	Review disbursement info and correspondence with I. Osti regarding same.
1/27/2015	Bricks, Hartley	Correspondence with I. Osti regarding disbursement info; review of closing dates; discussion with a unit purchaser regarding status of construction and closings.

Oak Bay Developments Inc. – Receivership
 February 17, 2015
 Page 2 of 4 – Invoice # 3

Date	Professional	Description
1/28/2015	Bricks, Hartley	Prepare updated R&D; review of correspondence from D. Mandel and discussion with E. Golden regarding same; discussion with I. Osti regarding status of various issues; discussion with E. Golden regarding status of cash usage and proceeds from closings of APSs.
1/29/2015	Bricks, Hartley	Discussion with E. Golden regarding sale proceeds; review and respond to correspondence from Harris Sheaffer regarding a purchaser; review disbursement requests and correspondence with I. Osti regarding same; execute disbursements.
1/29/2015	Brown, Rose	Completion of on-going trust account banking administration, and disbursement processing and send out by overnight courier.
1/30/2015	Bricks, Hartley	Correspondence with I. Osti regarding status of project and timing for completion; review and respond to correspondence from A. Jacobelli regarding disbursements.
2/2/2015	Bricks, Hartley	Draft report to court; review of revised timing of interim occupancy dates and correspondence with I. Osti regarding same; review and prepare disbursements.
2/3/2015	Bricks, Hartley	Draft report to court; discussion with E. Golden regarding various matters; review of correspondence regarding liens; discussion with I. Osti regarding status of construction and timing for registration of units; discussion with a unit purchaser regarding status.
2/4/2015	Bricks, Hartley	Draft report to court; review of correspondence from Harris Sheaffer regarding interim occupancies; correspondence with A. Jacobelli regarding disbursements.
2/4/2015	Brown, Rose	Deposit and completion of on-going trust account banking administration, and disbursement processing and send by courier to Oak Bay offices.
2/5/2015	Bricks, Hartley	Draft report to court; correspondence with I. Osti regarding Tatham and Basecrete lien settlements.
2/6/2015	Brown, Rose	Trust Banking Administration - Deposit.
2/9/2015	Bricks, Hartley	Discussion with I. Osti regarding status; review of Receipts and Disbursements ("R&D") and cash position and update R&D; revise draft report.
2/10/2015	Bricks, Hartley	Review and approve disbursements; discussion with I. Osti regarding the surveyor, discussion with A. Koroneos regarding same, draft letter to J.D. Barnes regarding same; discussion with C. Chang regarding status of various issues; revisions to draft report.
2/10/2015	Koroneos, Anna	Discussion with H. Bricks regarding condo registration and surveyor; contact P. De Rosa at J.D. Barnes and discussion regarding court order; review of email from H. Bricks to P. De Rosa.
2/11/2015	Bricks, Hartley	Revise report to court; correspondence with E. Golden regarding status of various issues; draft correspondence with J.D. Barnes regarding work for condo registration and discussion with I. Osti regarding same.
2/11/2015	Koroneos, Anna	Telephone discussion with P. De Rosa and subsequent email correspondence with H. Bricks regarding same.

Oak Bay Developments Inc. – Receivership
 February 17, 2015
 Page 3 of 4 – Invoice # 3

Date	Professional	Description
2/11/2015	Brown, Rose	Completion of on-going trust account banking administration, and disbursement processing.
2/12/2015	Koroneos, Anna	Discussion with H. Bricks regarding Oak Bay, review of call from P. De Rosa regarding outstanding account; review of email correspondence from P. De Rosa.
2/13/2015	Bricks, Hartley	Correspondence with J.D. Barnes regarding acknowledgement and agreement; review and respond to correspondence from B. Hou.
		To all other administrative matters with respect to the receivership administration, including all meetings, telephone attendances, approval and execution of disbursements, written and verbal correspondence to facilitate the foregoing.

Oak Bay Developments Inc. – Receivership
 February 17, 2015
 Page 4 of 4 – Invoice # 3

A summary of hours and rates is as follows:

Professional	Level	Hours	Rate	Fees
Hartley Bricks, MBA, CA•CIRP	Vice President	41.3	\$480.00	\$19,824.00
Anna Koroneos, CIRP	Manager	1.1	\$275.00	302.50
Rose Brown	Estate Administrator	3.1	\$140.00	434.00
Total hours and professional fees		45.5		\$20,560.50
HST @ 13%				2,672.87
Total payable				\$23,233.37

Payable upon receipt to Deloitte Restructuring Inc.

Remittance information on last page

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Deloitte Management Services LP
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Toronto, ON M5W 0J1

USD Payments

Deloitte Management Services LP
c/o T04567U
PO Box 4567, STN A
Toronto, ON M5W 0J1

Electronic Funds Transfer Information:

The Bank of Nova Scotia,
Business Service Centre, 20 Queen Street West, 4th Floor, Toronto, Ontario M5H 3R3

To pay invoices in CAD\$:

Canadian Dollar Account

Transit-Institution #: 47696-002
Account#: 1590219
SWIFT CODE: NOSCCATT

To pay invoices in US\$:

US Dollar Account

Transit-Institution#: 47696-002
Account#: 1363514
ABA#: 26002532

Please send electronic payment notifications to receivabledebiteurs@deloitte.ca
and reference the invoice number listed above when wiring funds.

We accept payment by cheque, wire, Electronic Funds Transfer and online bill payment (select either Deloitte LLP or Deloitte S.E.N.C.R.L./s.r.l. through your financial institution and quote the first 6 digits of your client number).

and

ROMAS KARTAVICIUS

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

Proceeding Commenced at **TORONTO**

**MOTION RECORD
(RETURNABLE MARCH 27, 2015)**

BLANEY MCMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto, Ontario, M5C 3G5

Eric Golden (LSUC # 38239M)
Chad Kopach (LSUC # 48084G)
(416) 593-1221 (Tel)
(416) 593-5437 (Fax)

Lawyers for Deloitte Restructuring Inc., in its capacity as court appointed receiver of Oak Bay Developments Inc., and for Romsphen Investment Corporation.