

**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 12TH
)
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:

- (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;

- (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**").

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 ^{AS SECURITY FOR THE EOH CREDIT FACILITY} 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.

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. Ham - J. J.

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



NOV 14 2014

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.

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:

PRINCIPAL AMOUNT:

\$1,200,000.00

PURPOSE:

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").

INTEREST RATE:

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.

TERM:

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")

PREPAYMENT:

Fully open for prepayment

NATURE OF SECURITY:

The indebtedness to the Lender will be secured by a DIP Charge to be defined and provided for in the Court Order;

Guarantee and Postponement of Claim by Romas Kartavicius;

Such other security as the Lender may reasonably require from the Borrower with respect to the DIP Charge.

(the aforementioned security referred to herein as the "Security Documents")

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.

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

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.

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>	Fee Simple
<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>	Fee Simple
<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>	Fee Simple
<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>	Fee Simple
<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>	Fee Simple
<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>	Fee Simple
<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>	Fee Simple
<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>	Fee Simple
<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>	Fee Simple
<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 & 16 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 - 0612 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		
<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	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> 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

<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 16 & 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	<input checked="" type="checkbox"/> Redescription
<i>Description</i>	PT OF LOT 31, CON 2 BAXTER PT 2 & 6, PL 35R22329 ; PT LT 31 AND 32, CON 2 BAXTER 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 MT113266; 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	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> 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

Court File No. CV-14-10703-00CL
OAK BAY DEVELOPMENTS INC. AND OAK BAY GOLF CLUB INC.

Respondents

**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