

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

IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE ACT,

R.S.O 1990, C. C. 43, AS AMENDED

**AND IN THE MATTER OF THE ADMINISTRATION PROCEEDINGS OF
CARRIAGE RIDGE OWNERS ASSOCIATION**

MOTION RECORD

(returnable December 15, 2021)

Date: December 3, 2021

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*Lawyers for BDO Canada Limited in
its capacity as Court-appointed
Receiver of Carriage Ridge Owners
Association*

TO THE ATTACHED SERVICE LIST

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Court File No. CV-20-00640266-00CL

**ONTARIO
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(COMMERCIAL LIST)**

IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE ACT,

R.S.O 1990, C. C. 43, AS AMENDED

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CARRIAGE RIDGE OWNERS ASSOCIATION**

**MOTION RECORD
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TAB 1

NOTICE OF MOTION

Court File No. CV-20-00640266-00CL

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

**IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE ACT,
R.S.O 1990, C. C. 43, AS AMENDED**

**AND IN THE MATTER OF THE ADMINISTRATION PROCEEDINGS OF
CARRIAGE RIDGE OWNERS ASSOCIATION**

**NOTICE OF MOTION
(returnable December 15, 2021)**

BDO Canada Limited (“**BDO**”), in its capacity as receiver (in such capacity, the “**Receiver**”) over all of the assets, properties and undertakings of the Carriage Ridge Owners Association (the “**Applicant**”) and the Carriage Hills Vacation Owners Association (the “**Hills Association**” and together with the Applicant, the “**Associations**”), all the lands and premises on which the Applicant operated the Carriage Ridge Resort (the “**Ridge Property**”) and all the lands and premises on which the Hills Association operated the Carriage Hills Resort (together with the Ridge Property, the “**Resort Properties**”), appointed by Orders of the Court with effect as of January 6, 2021, will make a motion to a judge presiding over the Commercial List on Wednesday, December 15, 2021 at 10:00 a.m., or as soon after that time as the motion can be heard, by judicial video conference at Toronto, Ontario. Please refer to the conference details attached as **Schedule “A”** hereto in order to attend the motion and advise if you intend to join the motion by emailing Sam Babe at sbabe@airdberlis.com.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

1. THE MOTION IS FOR:

- (a) an Order, substantially in the form attached hereto as **Schedule “B”** (the “**Omnibus Default Judgement Order**”), among other things:

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- (i) validating service of Claims Packages on the Defaulting Subject Members (as such terms are defined below);
 - (ii) declaring that the Defaulting Subject Members owe the amounts listed on Schedule “A” to the Omnibus Default Judgment Order and ordering the Defaulting Subject Members to pay the same; and
 - (iii) declaring that the Receiver is entitled to default judgment against each of the Defaulting Subject Members and authorized to set off the amounts owing by the Defaulting Subject Members against any distributions to be made to the Defaulting Subject Members;
- (b) an Order, substantially in the form attached hereto as **Schedule “C”** (the **“Ownership Claims Process Order”**), among other things:
- (i) approving of a reverse claims process to identify, determine and resolve claims of members of the Applicant (the **“Ownership Claims Process”**); and
 - (ii) approving the Receiver’s retention of Prime Clerk LLC (**“Prime Clerk”**) to conduct the Ownership Claims Process (in such capacity, the **“Claims Agent”**);
- (c) an Order, substantially in the form attached hereto as **Schedule “D”** (the **“Ancillary Order”**), among other things:
- (i) approving the Sixth Report of the Receiver dated December 3, 2021 (the **“Sixth Report”**) and the activities of the Receiver set out therein;
 - (ii) approving the Receiver’s interim statement of receipts and disbursements;
 - (iii) approving the Default Judgment Report of the Claims Officer, Tim Duncan of Fogler Rubinoff LLP (the **“Claims Officer”**), dated December

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3, 2021 (the “**Default Judgment Report**”) and the activities of the Claims Officer set out therein;

- (iv) approving the fees and disbursements of the Receiver, the Receiver’s counsel, Aird & Berlis LLP (“**A&B**”) and the Receiver’s special counsel, Thornton Grout Finnigan LLP (“**TGF**”); and
- (v) approving the fees and disbursements of the Claims Officer,

and such further and other relief as counsel may advise and this Court may permit.

2. **THE GROUNDS FOR THE MOTION ARE:**

Background

- (a) pursuant to two Orders of the Court made by the Honourable Justice Conway on May 15, 2020 (collectively, the “**Appointment Orders**”), BDO was appointed as the administrator of the Associations (in such capacity, the “**Administrator**”) pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “**CJA**”);
- (b) pursuant to two Orders of the Court made by Justice Conway on December 11, 2020 (collectively, the “**Amended and Restated Appointment Orders**”), BDO was appointed as Receiver, with effect as of January 6, 2021, being the date of closure of the Resort Properties;

Omnibus Default Judgments

- (c) upon its appointment, the Receiver developed a process for collecting past-due charges, penalties and interest owing from a large number of members of the Associations (collectively, the “**Subject Members**”), excluding those debts which had already been referred to collection agents or which were already the subject of litigation or *Bankruptcy and Insolvency Act* proceedings;

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- (d) pursuant to two Orders of the Court made by Justice Conway on February 16, 2021 (collectively, the “**Collection Plan Orders**”), among other things:
- (i) a procedure (the “**Collection Plan**”) for the identification, quantification and resolution of the outstanding indebtedness owing by each Subject Member to the Associations (collectively, the “**Receiver’s Claims**”) was approved; and
 - (ii) Tim Duncan of Fogler, Rubinoff LLP (“**Fogler**”) was appointed as the Claims Officer to assist the Receiver and the Subject Members in the determination of the Receiver’s Claims;
 - (iii) any Subject Member who received proper service of the Receiver’s Claim and accompanying notices and forms (as defined in the Collection Plan Orders, a “**Claims Package**”), but who did not conclude a settlement with the Receiver by the Acceptance of Settlement Deadline or submit a Notice of Dispute by the Notice of Dispute Deadline (as such terms are defined in the Collection Plan Orders) is now, pursuant to paragraph 42 of the Collection Plan Orders, deemed to be in default (a “**Defaulting Subject Member**”);
 - (iv) Defaulting Subject Members are, pursuant to paragraph 43 of the Collection Plan Orders, deemed to admit the truth of all allegation of fact, including as to amounts owing, in the applicable Receiver’s Claims (“**Undefended Claims**”);
 - (v) upon satisfying the Claims Officer that a Claims Package was duly served on a Defaulting Subject Member in accordance with the Collection Plan Orders, the Receiver will, pursuant to paragraph 44 of the Collection Plan Orders, be entitled to default judgment in the amount of the Undefended Claim;

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- (e) following the passage of the Acceptance of Settlement Deadline and the Notice of Dispute Deadline, the Receiver referred the Undefended Claims to the Claims Officer, in accordance with paragraph 45 of the Collection Plan Orders;
- (f) the Claims Officer has, pursuant to paragraph 46 of the Collection Plan Orders, reviewed the Undefended Claims and has filed his Default Judgment Report, among other things, confirming that the Defaulting Subject Members were duly served with their Claims Packages and that the Applicant is entitled to default judgment against the Defaulting Subject Members set out in Appendix “F” to the Default Judgment Report, in the amounts set out therein;
- (g) as a result, the Receiver is, in accordance with the Collection Plan Orders, entitled to omnibus default judgments against the Defaulting Subject Members in the amounts set out in the Default Judgment Report;
- (h) due to the large number of Defaulting Subject Members, being 573 for the Applicant and 1,371 for the Hills Association, the Receiver is, at this time only seeking an Order that the debts of the Defaulting Subject Members are owing, that the Defaulting Subject Members are to pay such debts, that the Receiver is entitled to set-off such debts against any distributions and that the Receiver can return to Court, without further notice or hearing, for an Order or Orders approving individual forms of judgements against Defaulting Subject Members;

Ownership Claims Process

- (i) as at November 26, 2021, the Receiver holds \$19,920,906.40 and \$41,040,357.71 in trust for the Applicant and the Hills Association, respectively, in proceeds from, among other things, the sale of the Resort Properties and collection of accounts receivable;
- (j) before the Receiver can make any distributions of funds, it must conduct an ownership claims process to determine the correct parties for distribution

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purposes as the Receiver must satisfy itself and the Court that stakeholders receive their appropriate entitlements;

- (k) pursuant to its powers under the Appointment Orders to engage or retain agents to assist with the exercise of the Receiver's powers and duties, the Receiver has engaged Prime Clerk to assist with the development and administration of the Ownership Claims Process as Claims Agent;
- (l) after assessing other options, the Receiver determined that Prime Clerk would be the timeliest and most cost-efficient administrative solution to assist the Receiver with the Ownership Claims Process;
- (m) Prime Clerk, with the Receiver's input and oversight, has already commenced development of an online claims portal to facilitate the efficient administration of the Ownership Claims Process;
- (n) Prime Clerk is also in process of conducting an outreach to Owners in an attempt to obtain accurate contact information for Owners prior to the commencement of the Ownership Claims Process (the "**Owners Outreach**");
- (o) the Ownership Claims Process provides, among other things, that:
 - (i) by January 7, 2022, the Receiver will post the Owners Claims Process Orders on the Receiver's case website and the websites for the Associations, and cause notice of the Ownership Claims Process to be published in a national newspaper;
 - (ii) by January 24, 2022, the Claims Agent shall send:
 - (1) a claims package by email to all Owners who have provided a working email address and by regular mail to all other Owners at the address last known to the Receiver (as may have been updated or corrected through the Owners Outreach); and

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- (2) where the Receiver's records show that an Owner's interest in the Resort Properties was subject to a mortgage, a mortgage package by email to all such Owners who have provided a working email address and by regular mail to all other such Owners at the address last known to the Receiver, which mortgage package will detail the Receiver's understanding of any outstanding mortgage indebtedness secured by the Owner's interest in the Resort Properties proceeds;
- (iii) Owners will have to confirm or dispute the information provided in the Receiver's claims package on or before April 11, 2022 (the "**Claims Bar Date**") in order to be eligible for a distribution;
- (iv) where an Owner receives a mortgage package, the mortgage information set out therein will be final and binding on the Owner unless a request for amendment is received by the Claims Agent by the Claims Bar Date;
- (v) Owners who do not receive an owner package from the Claims Agent have to obtain a proof of claim from the Receiver and file the same with the Claims Agent by the Claims Bar Date in order to be eligible for a distribution;
- (vi) where the Claims Agent issues a notice of dispute or disallowance in respect of a request for amendment or a proof of claim, the Owner will have thirty (30) calendar days to deliver a dispute notice to the Claims Agent;
- (vii) the Receiver will report to the Court on any disputes that cannot be consensually resolved, and recommend and appropriate procedure to deal therewith;

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- (p) the timelines contained in the Ownership Claims Process will allow the Receiver to move forward to confirm the claims of Owners which will be required in order to distribute the proceeds of the Property to Owners;
- (q) any proposed scheme of distribution resulting from the Ownership Claims Process will be brought before the Court for approval;
- (r) the Receiver seeks approval and authorization from the Court to implement the Ownership Claims Process with Prime Clerk as the Claims Agent;

Ancillary Matters

- (s) the Receiver has filed with the Court its Sixth Report outlining, among others things, (i) the Receiver's activities since the Fifth Report of the Receiver dated August 6, 2021, (ii) the Receiver's receipts and disbursements, (iii) the conduct of the Receiver's collection process, (iv) the conduct and results of the Receiver's creditor claims process, and (v) the proposed Ownership Claims Process, and the Receiver seeks this Court's approval of the same;
- (t) the Claims Officer has filed with the Court its Default Judgment Report and seeks approval of the same;
- (u) the Amended and Restated Appointment Orders direct the BDO to pass its accounts from time to time, and to include any necessary fees and disbursements of its legal counsel and special counsel in the passing of its accounts;
- (v) BDO, its counsel, A&B, and its special counsel TGF, have accrued fees and expenses in their capacity as Receiver, or counsel thereto, which fees and expenses require the approval of this Court pursuant to the Amended and Restated Appointment Orders;
- (w) the Collection Plan Orders direct the Claims Officer to pass its accounts from time to time;

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- (x) Fogler has accrued fees and expenses in connection with Tim Duncan's role as the Claims Officer, which fees and expenses require the approval of this Court pursuant to the Collection Plan Orders;
 - (y) the other grounds set out in the Sixth Report;
 - (z) the Default Judgment Report;
 - (aa) the Appointment Orders including paragraphs 4(d), (f), (g), (l), 20 and 27 thereof;
 - (bb) the Collection Plan Orders;
 - (cc) the Claim Process and Bar Orders;
 - (dd) rules 1.04, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
 - (ee) such further and other grounds as counsel may advise and this Court may permit.
3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:
- (a) the Sixth Report, filed;
 - (b) the Default Judgment Report, filed;
 - (c) the fee affidavit of Matthew Marchand, sworn November 25, 2021;
 - (d) the fee affidavit of Sam Babe, sworn December 3, 2021;
 - (e) the fee affidavit of Leanne Williams sworn December 3, 2021;
 - (f) the fee affidavit of Tim Duncan sworn November 26, 2021; and
 - (g) such further and other material as counsel may submit and this Court may permit.

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Date: December 3, 2021

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*Lawyers for BDO Canada Limited in its
capacity as Court-appointed Receiver of
the Carriage Ridge Owners Association*

TO: ATTACHED SERVICE LIST

**IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O
1990, C. C. 43, AS AMENDED**

**AND IN THE MATTER OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE RIDGE
OWNERS ASSOCIATION**

Court File No. CV-20-00640266-00CL

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

NOTICE OF MOTION
(Returnable December 15, 2021)

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*Lawyers for BDO Canada Limited in its capacity as Court-appointed
Receiver of the Carriage Ridge Owners Association*

TAB 1A

Schedule “A” Video Conference Details

December 15, 2021 at 10:00 a.m. for 1 hour.

Justice Conway

Meeting link:

<https://us06web.zoom.us/meeting/register/tZU5fuqprDIjEtSmy3fOKRYyqkEiuuB5zrtU>

Landing page link: <https://sites-airdberlis.vuturevx.com/143/3555/landing-pages/livestream-link.asp>

TAB 1B

PROPOSED FORM OF OMNIBUS DEFAULT JUDGMENT ORDER

Court File No. CV-20-00640266-00CL

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

THE HONOURABLE MADAM	)	WEDNESDAY, THE 15 TH
)	
JUSTICE CONWAY	)	DAY OF DECEMBER, 2021

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF CARRIAGE RIDGE OWNERS
ASSOCIATION

OMNIBUS DEFAULT JUDGMENT ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) over all of the assets, properties and undertakings of the Carriage Ridge Owners Association (the “**Applicant**”) and all the lands and premises on which the Applicant operated the Carriage Ridge Resort, appointed by Order of the Court with effect as of January 6, 2021, for an order, among other things, granting default judgment against the Defaulting Subject Members (as defined below), was heard this day by Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Notice of Motion dated December 3, 2021, the Sixth Report of the Receiver dated December 3, 2021 (the “**Sixth Report**”) and its appendices, and the Default Judgment Report of the Claims Officer, Tim Duncan of Fogler Rubinoff LLP, dated December 3, 2021 (the “**Default Judgment Report**”), and its appendices, and on hearing the submissions of counsel for the Receiver, [**counsel for Wyndham Worldwide Corporation, Shell Finco LLC, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc. and counsel for Lori Smith and Bruce Fleming and the submissions of the Claims Officer and Christopher Diana**], no one else appearing for any other parties on the Service List, although properly served as appears from the affidavit of Christine Doyle sworn December <*>, 2021, filed,

1. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the same meanings as ascribed to them in the Collection Plan Order issued by the Honourable Justice Conway in this proceeding on February 16, 2021.
2. **THIS COURT ORDERS** that service of a Claims Package on each of the Subject Members listed in **Schedule “A”** to this Order (each, a **“Defaulting Subject Member”**), by sending a Claims Package by ordinary mail or email to the last know address or email address of such Defaulting Subject Member, as described in the Sixth Report and in the Default Judgment Report, is hereby validated.
3. **THIS COURT ORDERS** that each Defaulting Subject Member is hereby noted in default.
4. **THIS COURT ORDERS AND DECLARES** that:
 - (a) the amounts listed on Schedule “A” as owing to the Applicant by individual Defaulting Subject Members are, in each case, owing;
 - (b) each Defaulting Subject Member shall pay to the Receiver the amount listed on Schedule “A” as owing by that Defaulting Subject Member;
 - (c) the Receiver is entitled to judgment, in substantially the form of judgment attached as **Schedule “B”** to this Order, against each Defaulting Subject Member in the amount listed on Schedule “A” as owing by that Defaulting Subject Member; and
 - (d) the Receiver is authorized to set off the amounts owing by a Defaulting Subject Members against any distribution to be made by the Receiver to such Defaulting Subject Member.
5. **THIS COURT ORDERS** that the Receiver, at its discretion, may bring a motion in writing, without need for further notice or hearing, for an Order:
 - (a) approving forms of individual judgments against Defaulting Subject Members, in substantially the form of judgment attached as Schedule “B” to this Order; and
 - (b) ordering and directing the Registrar to issue judgments in the forms so approved.

6. **THIS COURT ORDERS** that, for greater certainty, the within judgment shall not affect the rights and interests of any Subject Members not named in Schedule “A” to this Order.

7. **THIS COURT ORDERS** that this Omnibus Default Judgment Order and all of its provisions are effective from the date it is made without any need for entry and filing.

SCHEDULE "A"
DEFAULT JUDGMENT LIST

Equiant Number	Member Name	Adjusted Balance Owing
250251007305	COULTER, MAGDALENA	581.3675
250251005037	PAREDES, JASMIN	663.575
250251000950	WITTEMAN, LYNN	1782.315
250251000206	HOOSAIN, YASMIN	2003.07625
250251003118	LOBO, EMILA	2404.7825
250251007768	SAMUEL, KEMBA	2714.05875
250251002903	MAHLER, MARK	2755.2825
250251001370	YAP, ALECIA SE WEN	3295.24875
250251006433	HADDAD, DAN	3300.71
250251007161	SZARZEC, PETER	3372.085
250251007170	BAKER, JAMES	3467.76875
250251000383	MAIA, JOHN	3482.40875
250251003867	ACOSTA, CARLOS ROBERTO	3528.6075
250251004809	DICKS, STACEY ALEX	3579.10875
250251007656	MCEACHNIE, CANDICE	3586.3075
250251007104	DEACHMAN, CRISTINA	3650.6975
250251001526	WELLS, LORIANNE	3678.76125
250251007406	SNYCKERS, ANASTASIA	3691.07125
250251005556	BERGNER, LOU	3718.435
250251005062	LAHTINEN, SUSAN	3723.81
250251007343	BURRILL, NEIL	3757.4325
250251006986	HENDRY, MICHAEL	3774.1575
250251006371	BYERS, JAMES	3796.3275
250251007659	LIPPERT, CHRISTINE	3814.62
250251000666	WILHOITE, JAWANNA YVONNE	3814.75125
250251003202	MOORE, CINDY	3814.85
250251007689	101204575 SASKATCHEWAN LTD,	2826.13625
250251006359	IUELE, FRANCESCA	3826.45875
250251007412	CRUICKSHANK, DENISE	3830.25
250251003892	ANTOLIN, META	3830.88
250251007535	RYSKA, AGNES MARIA	3831.6525
250251001387	BREAULT, PAUL	3832.75875
250251008312	SIMARD, DENIS	3838.71375
250251001437	Boyd, Jeanette	3839.05875
250251000025	LIBRACH, BARBARA	2839.05875
250251000116	CHEUNG, ANNIE	3839.05875
250251000346	SLEUGH, SEDRICK	2839.05875
250251000531	NAVA, NARCISO	3839.05875
250251000554	ALI-MIRSALARI, EBRAHIM	3839.05875
250251000685	GEORGE, LINA	2839.05875
250251000756	CAMPBELL, NEIL	3839.05875
250251000794	ROUFAIEL, NADIA	3839.05875

250251000977	TRELEAVEN, MARK	3839.05875
250251001403	AUGER, JONATHAN	2839.05875
250251001519	CASTILLO, JAIME	3839.05875
250251001747	LALONDE, LISE	3839.05875
250251001875	RANDHAWA, RAJWINDER	3839.05875
250251001957	PIMENTEL, DUARTE	3839.05875
250251002847	POLLARD-MCFARLANE, DIANE MA	3839.05875
250251003617	LAMBERT, BRYAN	3839.05875
250251004084	COGSWELL, DAVID	3839.05875
250251004199	THORBURN, WILLIAM	3839.05875
250251004683	LEE, CHIA CHIN	2839.05875
250251004738	JONES, RITA	3839.05875
250251004892	SCHUBERT, ANNA	3839.05875
250251005112	KOCH, CAROL	2839.05875
250251005206	AUGER, JONATHAN	3839.05875
250251005235	SLEUGH, SEDRICK	3839.05875
250251005304	LEE, CHIA CHIN	3839.05875
250251005616	PANAS, DANUAL	3839.05875
250251005864	ELSON, JUDITH	3839.05875
250251006244	VACON, DUSTY	3839.05875
250251006245	GEORGE, LINA	3839.05875
250251006256	MCARTHUR, RICHARD	3839.05875
250251006448	DIMAL, ENRICO	3839.05875
250251006713	LOUGHEAD, BRENDA	2839.05875
250251006963	BURNES, IRENE	3839.05875
250251007006	LIBRACH, BARBARA	3839.05875
250251007131	PANAS, HEATHER	3839.05875
250251007270	CAMAIONI, GABRIELE	3839.05875
250251007332	LOUGHEAD, BRENDA	3839.05875
250251007370	BRIANCEAU, SANDRA LYNNE	3839.05875
250251007382	SWAN, MARK	3839.05875
250251007414	HILLIARD, PATRICIA	3839.05875
250251007458	HOWE, MARGARET	3839.05875
250251007474	KROPF, MERLEN	3839.05875
250251007517	HUGHES, ANTHONY	3839.05875
250251007607	STEVENETT, JOHN	3839.05875
250251007763	BRADY, BONNIE	3839.05875
250251007900	KARABABAS, MARIA	3839.05875
250251007924	101204575 SASKATCHEWAN LTD,	2839.05875
250251007925	101204575 SASKATCHEWAN LTD,	3839.05875
250251008184	DAVIS, ALVIN FLOYD	3839.05875
250251008266	LALONDE, LISA	3839.05875
250251008298	DRAYCOTT, DEANNA	2839.05875
250251008368	DRAGOSITS, JOCELYN	3839.05875
250251007189	CORDERY, THOMAS	3849.12875
250251003444	LUNN, JOHN	3971.56875

250251001358	DUNLAP, AARON MARTIN	3977.51875
250251005323	BEAUDROW, DAVID KEVIN	3978.5625
250251006787	ROWE, DONALD	3982.17875
250251007597	KERR, JAMES	3983.00875
250251006785	YOUNG, LEONORA	3983.2275
250251001506	IMPERIAL, JOHN	3984.61875
250251001625	ECKHARDT, KARREN	3984.61875
250251001922	BOYD, DARREN	3984.61875
250251002114	BUTT, MAZHAR MAHMOOD	3984.61875
250251002594	SMITH, CHRISTOPHER	3984.61875
250251002784	COOK, WAYNE	2984.61875
250251002879	WINSTONE, CANDACE	3984.61875
250251002950	TAGABING, VIC	2984.61875
250251003652	LOWRIE, JUNE	3984.61875
250251004393	CEPEDA, HUGO	2984.61875
250251005213	SAUNDERS, DENISE	3984.61875
250251005286	JUVENILE DIABETES RESEARCH JDF	3984.61875
250251005670	LEES, PAMELA	2984.61875
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250251006823	HO, GAVIN	3984.61875
250251006928	GILL, SANDRA	2984.61875
250251007102	SWACKHAMER, CHARLES	2984.61875
250251007232	RUTTLE, EARL	2984.61875
250251007322	MARTHUR, TERENCE	3984.61875
250251007608	YOUNG, GEAROLD	3984.61875
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250251007960	BENETEAU, CHERIE	3984.61875
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250251008485	WORLDWIDE VACATION FIVE STAF	3984.61875
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250251004840	MACINTOSH, KAREN	4691.04625
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250251005090	BACUS, ROBERT	4830.0625
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250251007753	FORTIER, JULES	4432.5225
250251002519	DONNELLY, SAMUEL	5488.69625

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250251007697	KOCH, CAROL	6067.30125
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250251004705	PEPELNAK, JOSEPH	6237.37625
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250251002944	PREECE, JOANNE G	6503.9425
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250251006556	NICHOLS, JENNIFER	16704.7575
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250251001694	LIMITED, 1126668 ONTARIO	17358.68625
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250251005795	MOHABIR, JEERANIE	23775.71875
250251007519	HARRIS, JOSEPH KNIGHT	23775.71875
250251003836	DOCKERY, TOMLYN	22790.10875
250251005571	DOCKERY, TOMLYN	23790.10875
250251000863	DUBREUIL, PIERRETTE JACQ	23817.98875
250251006319	HOARD, PATRICIA	23877.79625
250251000760	TORCATO, JOE	23896.4975
250251000434	MCCONKEY, JEFF	24101.04
250251006547	STRUTT, JON	25524.55375
250251004149	ADVANTAGE TRAVEL CLUB HOLDIN	25747.52625
250251005893	WORGAN, CAROL	25747.52625
250251006239	MIGWANS, HOLLY	24747.52625
250251006735	MIGWANS, HOLLY	25747.52625
250251006306	LILICRAP, MELODY	24815.36625
250251005442	PEPIN, JOYCE	25837.8275
250251001611	MAGDER, RITA	26125.29625
250251006373	LILICRAP, MELODY	25443.30625
250251006880	LILICRAP, MELODY	26443.30625
250251002934	LEWIS, TITUS	27074.07625
250251007413	SHAPLEY, LYNDA	27074.07625
250251003109	KNOTT, THERESA	27081.86625
250251001166	KELLEY, PETER	27088.56625
250251002463	CHANG, SHENG-MIN	27088.56625

250251002660	GRANT, NORMA HORTENSIA	27088.56625
250251003203	PALADIN ADVISORY INC,	27088.56625
250251003963	VAILLANCOURT, ANNA MICHELLE	27088.56625
250251004181	DAVIS, RAYMOND MARK	27088.56625
250251005857	MALE, DAVID KENNETH	27088.56625
250251003620	VAGHAYE, IRAJ	27246.47625
250251007274	VIGIL, DAVID A	27441.18375
250251004828	CAMPLIN, JOEL	27641.80625
250251004045	TRUBASHNIK, ANNA	28249.92625
250251000542	INTERNATIONAL RESORT EXCHAN	28253.06375
250251001546	LAVIOLETTE, GENE	28258.42625
250251001777	COSTA, CATHERINE	28283.42625
250251003187	WATSON, ELIZABETH	28537.99375
250251006302	WATSON, RONALD	28829.10125
250251003820	PANGAN, MARTIN	28903.58625
250251002065	MOLLA, BASHIR AKHTER	29536.545
250251006259	CRAIG, FEDERICO	30059.27125
250251005861	PARKER, VANESSA	30098.53625
250251001548	GASKIN, JOANNE	30181.82625
250251002727	HOSEIN, JEUNESSE	30181.82625
250251003368	CHRISTIE, LES	30181.82625
250251003534	JETHMALANI, SAILESH	30181.82625
250251004179	NEHER, KRISTA	30519.82625
250251005872	FUNK, RENE	30591.37875
250251005068	BROWN, DALE ALEXANDER	30618.12375
250251002870	SNOWBALL, DAVID	30701.32625
250251006338	MCKINSTRY, JOANNE	30701.32625
250251001404	COLEMAN, FELICIA	30801.32625
250251002316	DIXON, SCOTT EDMUND	30801.32625
250251003333	WOODCOCK, JAMES LEESON	30801.32625
250251005336	BUCHAN, DONALD	30801.32625
250251006040	THABET, MAGDI	30801.32625
250251007213	KUYPERS, LINDA	30951.21125
250251000032	DEVERA, MANUEL	32306.04625
250251001007	BIRD, JOSEPH PATRICK	32306.04625
250251001634	BUTTON, PATSY	32315.47125
250251002280	PARTRIDGE, ROBBIE	32350.77625
250251003909	RICHARDSON, STEWART KURTIS	32350.77625
250251000688	NIBLOCK, SHELAGH	32530.7725
250251001296	BOYO, OLUBUKOLA	32530.7725
250251000318	LEE, BEVERLEY	32580.7725
250251007293	MANTZ, ROBERT	32873.3325
250251003031	NAZAREWYCZ, IRENE	32995.93625
250251001714	BALASUNDARAM, CHRISTIE	33059.22125
250251000128	KUMAR, RAMAN	33127.62125
250251002751	MUSSGNUG, PETER	33152.52125

250251000641 ANANTRAM, YASWANT	33159.22125
250251000751 COORE, DONALD	33159.22125
250251002485 MCGEE, GAIL	33159.22125
250251002526 ELENGIKAL, VIANNEY	33159.22125
250251002695 ANDERSON, DIANE JEANETTE	33159.22125
250251003096 HICKS, JAN	33159.22125
250251004049 PAVLOVIC, LYDIA	33159.22125
250251001924 JONSSON, ALEXANDRA	33198.98625
250251006269 MARTIN, ALAN	34840.01125
250251001203 DAMBEAU, MARTIN	34970.82125
250251000652 LI, ZHAN MING	34977.52125
250251003608 SHANK, KAREN	34977.52125
250251006573 CARLSON, KAREN	34977.52125
250251002604 FRANKLIN, CARLTON	35414.43
250251000483 ALI, ANDREWS MARC	36869.17625
250251002413 URBAN COLD LOGI,	37790.71625
250251005333 CABLING, EDITH	38532.1925
250251003807 HILL, RANDOLPH KEITH	45389.57625
250251002267 YOUNG, BLAISE	46352.36125
250251000298 KOVATCHEV, TZVETAN	48063.55625
250251003968 OKEEFFE, MICHAEL	51893.5825
250251005547 CHAMPAGNE, RONALD ROMEO	54900.00875
250251003713 BAKER, JEANNE	56838.1125
250251000650 TAYAG, ERLLEN	63918.4625
250251003197 FRANK, MICHELLE	101503.935
<u>Total</u>	7230731.571

Row Labels	Member Name	Balance Owing
	250251000099 MORITA, DOREEN	2168.31
Total		2168.31

**SCHEDULE “B”
FORM OF DEFAULT JUDGMENTS**

Court File No. CV-20-00640266-00CL

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

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF CARRIAGE RIDGE OWNERS
ASSOCIATION

JUDGMENT

ON READING the Omnibus Default Judgment Order issued by the Honourable Justice Conway in this proceeding on December 15, 2021,

1. **IT IS ORDERED AND ADJUDGED** that <*>, pay to BDO Canada Limited, in its capacity as Receiver of Carriage Ridge Owners Association, the sum of \$<*>.

THIS JUDGMENT BEARS INTEREST at the rate of 30% per annum from its date.

Date: _____ Signed by: _____
Local Registrar

Address of court office: 393 University Avenue
10th Floor
Toronto, Ontario M5G 1E6

IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O
AND IN THE MATTERS OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE RIDGE OWNERS ASSOCIATION

Applicant

Court File No. CV-20-00640266-00CL

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

JUDGMENT

AIRD & BERLIS LLP
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181 Bay Street, Suite 1800
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*Lawyers for BDO Canada Limited in its capacity as the
court-appointed Receiver of Carriage Ridge Owners
Association*

**IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O
AND IN THE MATTERS OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE RIDGE OWNERS ASSOCIATION**

Applicant

Court File No. CV-20-00640266-00CL

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

Proceedings commenced at Toronto

OMNIBUS DEFAULT JUDGMENT ORDER

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*Lawyers for BDO Canada Limited in its capacity as the
court-appointed Receiver of Carriage Ridge Owners
Association*

TAB 1C

PROPOSED FORM OF OWNERSHIP CLAIMS PROCESS ORDER

Court File No. CV-20-00640266-00CL

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

THE HONOURABLE MADAM	)	WEDNESDAY, THE 15 TH
)	
JUSTICE CONWAY	)	DAY OF DECEMBER, 2021

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF CARRIAGE RIDGE OWNERS
ASSOCIATION

CLAIMS PROCESS ORDER

THIS MOTION, made by BDO Canada Limited (“**BDO**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) over all of the assets, properties and undertakings of the Carriage Ridge Owners Association (the “**Applicant**”) and all the lands and premises on which the Applicant operated the Carriage Ridge Resort, appointed by Order of the Court with effect as of January 6, 2021, for an order, *inter alia*, among other things, establishing a claims process to identify and determine claims of members of the Applicant, as well as potential mortgages asserted or assertable against claims of members of the Applicant, was heard this day by Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Notice of Motion dated December 3, 2021, the Sixth Report of the Receiver dated December 3, 2021 (the “**Sixth Report**”) and its appendices, and on hearing the submissions of counsel for the Receiver, [**counsel for Wyndham Worldwide Corporation, Shell Finco LLC, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc. and counsel for Lori Smith and Bruce Fleming and the submissions of Christopher Diana**], no one else appearing for any other parties on the Service List, although properly served as appears from the affidavit of Christine Doyle sworn December <*>, 2021, filed,

SERVICE

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

DEFINITIONS AND INTERPRETATION

2. **THIS COURT ORDERS** that capitalized terms used in this Order shall have the meanings ascribed to them in Schedule “A” to this Order.

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day, unless otherwise indicated herein.

4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the Receiver is hereby authorized to use its reasonable discretion as to the adequacy of compliance with respect to the terms of this Order, and may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, or request any further documentation from a Person that the Receiver may require in order to enable the Receiver to determine the validity of a Claim.

7. **THIS COURT ORDERS** that the form and substance of each of the Public Notice to Claimants, Notice to Owners, Acknowledgment Form, Mortgage Information, Owner Proof of Claim, Additional Proof of Claim, Acknowledgment Form Instruction Letter, Owner Proof of Claim Instruction Letter, Notice of Revision or Disallowance and Dispute Notice, substantially in the forms attached as Schedules “B”, “C”, “D”, “E”, “F”, “G”, “H”, “I”, “J” and “K” respectively,

to this Order are hereby approved. Notwithstanding the foregoing, the Receiver may from time to time make changes to such forms as the Receiver considers necessary or advisable.

RECEIVER'S ROLE

8. **THIS COURT ORDERS** that the Receiver, in addition to its prescribed rights, duties, responsibilities and obligations under the Receivership Order, shall take all actions and fulfill any other roles as are authorized by this Order or incidental thereto including the determination of Claims and referral of any Claim to the Court.

9. **THIS COURT ORDERS** that: (i) in carrying out the terms of this Order, the Receiver shall have all of the protections given to it by the Receivership Order and this Order, (ii) the Receiver shall incur no liability or obligation as a result of carrying out the provisions of this Order, except for claims based on gross negligence or wilful misconduct, and (iii) the Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any Claimant, except for claims based on gross negligence or wilful misconduct.

10. **THIS COURT ORDERS** that

- (a) the Engagement Letter and the appointment of the Claims Agent pursuant to the terms thereof is hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereby;
- (b) the Claims Agent shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from the negligence or wilful misconduct on the part of the Claims Agent; and
- (c) no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the Claims Agent, and all rights and remedies of any Person against or in respect of them are hereby stayed and suspended, except with the written consent of the Claims Agent or with leave of this Court on notice to the Applicant, the Receiver and the Claims Agent.

NOTICE TO CLAIMANTS

11. **THIS COURT ORDERS** that:

- (a) the Receiver shall, on or before January 14, 2022, post a copy of this Order (together with its Schedules) on the Receiver's Website and the website of the Applicant;
- (b) the Receiver shall request that those Owners maintaining social media websites for the purpose of facilitating information in respect of the Receivership Proceedings, post a copy of this Order (together with its Schedules) on such social media websites on or before January 14, 2022;
- (c) the Receiver shall, on or before January 14, 2022, post the Public Notice to Claimants in a national newspaper in Canada which may, at the Receiver's discretion, include the Globe and Mail, National Post, or any other publication as the Receiver deems appropriate, which Public Notice to Claimants will call for Claims from the Owners and provide instructions describing how to access the Claims Portal in order to participate in the Claims Process; and
- (d) the Receiver shall deliver, as soon as reasonably possible following receipt of a request therefore, a copy of the Claims Package to any Person claiming to be an Owner and requesting such material, provided such request is received prior to the Claims Bar Date, but the Receiver shall not be responsible if the request is made too late for the Claimant to file an Owner Proof of Claim by the Claims Bar Date in accordance with paragraph 32 of this Order.

12. **THIS COURT ORDERS** that, except as specifically provided for in this Order, the Receiver is not under any obligation to provide notice of this Order to any Person having or asserting a Claim, and all Persons (including Claimants) shall be bound by the Claims Bar Date, this Order, and any notices published in accordance with the terms of this Order, regardless of whether or not they received actual notice, and any steps taken in respect of any Claim, in accordance with this Order.

13. **THIS COURT ORDERS** that neither: (i) the reference to a purported Claim as a “Claim” or a purported Claimant as a “Claimant” in this Order, nor (ii) the delivery of a Notice to Owners or Proofs of Claim by the Receiver to a Person shall constitute an admission by the Receiver of any obligation to any Person.

OWNER CLAIMS

14. **THIS COURT ORDERS** that each Owner’s interest in the Real Property shall be treated as if it were held as tenants in common and each Owner of a partial or whole interest in an Interval shall be required to individually confirm or dispute their interest.

15. **THIS COURT ORDERS** that the Receiver shall cause the Claims Agent, no later than January 24, 2022, to send an Owner Package via email to every Owner that has provided a working email address and to every other Owner that has not provided a working email address by regular mail to the last address known to the Receiver from the records of the Applicant, as the same may have been updated or corrected during the course of the Proceedings by, or at the request of, such Owners, including through the Owner Outreach.

16. **THIS COURT ORDERS** that the Receiver shall not be required to cause the Claims Agent to send an Owner Package to an address of an Owner which has proven to be inaccurate by way of previously returned mail during the Proceedings.

17. **THIS COURT ORDERS** that the Owner Package shall include a Notice to Owners which shall contain a unique login id to be used in the Claims Portal and a written Acknowledgment Form. The Claims Portal and Acknowledgment Form shall contain an identical acknowledgment by the Receiver of each individual Owner Claim. Each Owner Claim is based on the Receiver’s reconciliation of the ownership interests of the Ridge Resort and shall set out the Owner Information in relation to such Owner Claim.

18. **THIS COURT ORDERS** that the acknowledgment by the Receiver of an Owner Claim is subject to the outcome of any Request for Amendment or Owner Proof of Claim received from another Claimant in respect of the same Interval.

19. **THIS COURT ORDERS** that each Owner is required to confirm or dispute the Owner Information in order to be eligible for a distribution from the Applicant's estate.

20. **THIS COURT ORDERS** that each Owner is also required to make a declaration of residency for tax purposes in order to be eligible for a distribution from the Applicant's estate.

21. **THIS COURT ORDERS** that any Owner who disagrees with the Owner Information must complete a Request for Amendment in the Claims Portal or in writing and provide all supporting documentation to the Receiver. In the event that an Owner intends to submit a Request for Amendment in writing, then such Owner shall deliver same by ordinary mail, courier, personal delivery or electronic or digital transmission so that such Request for Amendment is actually received by the Claims Agent by the Claims Bar Date or such later date as the Receiver may agree in writing or the Court may order.

22. **THIS COURT ORDERS** that, in the case of any Request for Amendment, the Receiver (a) shall review and consider the Request for Amendment, and (b) may accept the amendments requested, or revise or disallow them by way of Notice of Revision or Disallowance.

23. **THIS COURT ORDERS** that, unless the Owner Information is confirmed in the Claims Portal or in writing, or a Request for Amendment is completed in the Claims Portal or received by the Receiver in writing on or before the Claims Bar Date, such Owner shall not be eligible for a distribution from the Applicant's estate. In the event that the Owner Information is confirmed, it shall be final and binding on the Owner, and may be relied upon by the Receiver in valuing the Owner Claim for all purposes, and the Owner shall be barred from making any Claim inconsistent with the information contained in the Owner Information.

MORTGAGE INFORMATION

24. **THIS COURT ORDERS** that, together with the Owners Package and where applicable, the Receiver shall cause the Claims Agent, no later than January 24, 2022, to send a Mortgage Package via email to every Owner with an outstanding mortgage that has provided a working email address and to every other Owner with an outstanding mortgage that has not provided a working email address by regular mail to the last address known to the Receiver from the records of the

Applicant, as the same may have been updated or corrected during the course of the Proceedings by, or at the request of, such Owners, including through the Owner Outreach.

25. **THIS COURT ORDERS** that the Receiver shall not be required to cause the Claims Agent to send a Mortgage Package to an address of an Owner which has proven to be inaccurate by way of previously returned mail during the Proceedings.

26. **THIS COURT ORDERS** that the Mortgage Information shall be deemed confirmed in all respects by the Owner unless the Owner elects to complete a Mortgage Amendment in the Claims Portal or in writing and provides all supporting documentation which, in turn, shall be provided to the Mortgagee with a copy to the Receiver. In the event that an Owner intends to submit a Request for Mortgage Amendment in writing, then such Owner shall deliver same by ordinary mail, courier, personal delivery or electronic or digital transmission so that such Request for Mortgage Amendment is actually received by the Claims Agent by the Claims Bar Date or such later date as the Receiver may agree in writing or the Court may order.

27. **THIS COURT ORDERS** that, unless a Request for Mortgage Amendment is completed in the Claims Portal or delivered to the Claims Agent on or before the Claims Bar Date, the Mortgage Information therein shall be final and binding on the Owner, and may be relied upon by the Receiver for distribution purposes.

PROOFS OF CLAIM

28. **THIS COURT ORDERS** that any party believing itself to be an Owner, other than those entitled to receive a Notice to Owners, shall file with the Claims Agent an Owner Proof of Claim within the time periods herein stipulated.

29. **THIS COURT ORDERS** that any Owner who wishes to assert a Claim on the basis of facts and circumstances other than those set out in the Owner Information or a Request for Amendment shall file an Additional Proof of Claim.

PROVISION OF ADDITIONAL INFORMATION

30. **THIS COURT ORDERS** that, in addition to confirmation or revision of the Owner Information and Mortgage Information (where applicable), each Owner shall be required to provide the following information as soon as possible after receipt of the Notice to Owners:

- (a) any missing or incorrect Owner Information; and
- (b) the names and addresses (including email addresses) of all other Owners of the subject Interval to the extent known.

DEADLINE FOR FILING REQUEST FOR AMENDMENT OR PROOFS OF CLAIM

31. **THIS COURT ORDERS** that all Requests for Amendment, together with supporting documentation in respect of such Claim, must be filed in the Claims Portal or filed in writing with the Claims Agent by ordinary mail, courier, personal delivery or electronic or digital transmission, so that such Request for Amendment and supporting documentation is actually received by the Claims Agent by no later than the Claims Bar Date.

32. **THIS COURT ORDERS** that all Proofs of Claim, together with supporting documentation in respect of such Claim, must be filed with the Claims Agent by ordinary mail, courier, personal delivery or electronic or digital transmission, so that such Proofs of Claim is actually received by the Claims Agent by no later than the Claims Bar Date.

CLAIMS BAR DATE

33. **THIS COURT ORDERS** that any Claimant that does not confirm the Owner Information, deliver a Request for Amendment or deliver a Proof of Claim, together with supporting documentation in respect of such Claim, on or before the Claims Bar Date (a) shall be and is hereby forever barred from asserting or enforcing any Claim against the Applicant and all such Claims shall be forever extinguished; (b) shall not be entitled to receive any distributions from the Applicant's estate; and (c) shall not be entitled to any further notice in, and shall not be entitled to participate as a creditor in, the Receivership Proceedings.

34. **THIS COURT ORDERS** that, subject to further order of the Court, the Claims Bar Date shall be 5:00 p.m. (Toronto Time) on April 11, 2022, but the Receiver may, at its sole discretion, extend the date generally or in individual cases. If the Claims Bar Date is extended generally, the Receiver shall post notice of the extension on the Case Website.

DETERMINATION OF CLAIMS

35. **THIS COURT ORDERS** that, subject to the terms of this Order, the Receiver shall review all Requests for Amendment and Proofs of Claim (and any supporting documentation) filed on or before the Claims Bar Date and may accept, revise, or disallow (in whole or in part) the Owner Information set out in any Request for Amendment or Owner Proof of Claim.

36. **THIS COURT ORDERS** that at any time, the Receiver may: (i) request additional information with respect to any Claim, and may request that an Owner file a revised Request for Amendment or Owner Proof of Claim, (ii) attempt to consensually resolve the amount or any other aspect of a Claim, or (iii) revise or disallow a Claim.

37. **THIS COURT ORDERS** that where a Claim is revised or disallowed pursuant to paragraph 35 of this Order, the Claims Agent shall deliver to the Claimant a Notice of Revision or Disallowance and attach the form of Dispute Notice.

38. **THIS COURT ORDERS** that where a Claim has been revised or disallowed (in whole or in part) by a Notice of Revision or Disallowance, the revised or disallowed portion of that Claim shall not establish a Proven Claim unless the Owner has disputed the revision or disallowance and proven the revised or disallowed Claim (or portion thereof).

39. **THIS COURT ORDERS** that where a Claim has been accepted by the Receiver such Claim shall constitute a Proven Claim for the purposes of the Claims Process. The acceptance of any Claim or other determination of same in accordance with this Order, in whole or in part, shall not constitute an admission of any fact, thing, obligation, or quantum of any Claim by any Person, save and except in the context of the Claims Process.

DISPUTE NOTICE

40. **THIS COURT ORDERS** that a Claimant who intends to dispute a Notice of Revision or Disallowance shall deliver a Dispute Notice to the Claims Agent by ordinary mail, courier, personal delivery or electronic or digital transmission so that such Dispute Notice is actually received by the Claims Agent by no later than 5:00 p.m. (Toronto time) on the day which is thirty (30) days after the date of the Notice of Revision or Disallowance or such later date as the Receiver may agree to in writing or the Court may order. The receipt of a Dispute Notice by the Claims Agent within the time allowed shall constitute an application to have the amount of such Claim determined pursuant to the Claims Process.

41. **THIS COURT ORDERS** that where a Claimant fails to deliver a Dispute Notice in accordance with paragraph 40 of this Order, the amount of such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance. Such amount, if any, shall constitute such Claimant's Proven Claim, and the balance of such Claimant's Claim, if any, shall be forever barred and extinguished.

42. **THIS COURT ORDERS** that where a Claim has been revised or disallowed pursuant to paragraph 35 of this Order, the revised or disallowed Claim (or revised or disallowed portion thereof) shall not be a Proven Claim until determined otherwise in accordance with the Claims Process or as otherwise ordered by the Court.

RESOLUTION OF CLAIMS

43. **THIS COURT ORDERS** that as soon as practicable after a Dispute Notice is received by the Receiver in accordance with this Order, the Receiver may attempt to resolve and settle a disputed Claim with the Claimant.

44. **THIS COURT ORDERS** that following the expiration of the time required to file a Dispute Notice for all Notices of Revision or Disallowance delivered by the Receiver, and in the event that a dispute raised in a Dispute Notice cannot be consensually resolved within a reasonable time period, the Receiver shall file a report with the Court summarizing all unresolved Dispute Notices and shall bring a motion for advice and directions from the Court in respect of the resolution of the outstanding Dispute Notices. In the report of the Receiver, the Receiver shall

suggest an appropriate procedure to deal with any outstanding Dispute Notices fairly and efficiently.

NOTICE OF TRANSFEREES

45. **THIS COURT ORDERS** that the Receiver shall not be obligated to send notice to or otherwise deal with a transferee or assignee of a Claim as the Claimant in respect thereof unless and until: (i) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Claims Agent on or before the Claims Bar Date, and (ii) the Claims Agent has acknowledged in writing such transfer or assignment, and thereafter such transferee or assignee shall for all purposes hereof constitute the “Claimant” in respect of such Claim. Any such transferee or assignee of a Claim, and such Claim, shall be bound by the consequences of any omission or failure to act on the part of the transferor or assignor and by all notices given or steps taken in respect of such Claim, in accordance with this Order prior to the written acknowledgment by the Claims Agent of such transfer or assignment.

46. **THIS COURT ORDERS** that if the holder of a Claim has transferred or assigned the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim, and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Claims Agent shall not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to send notice to and to otherwise deal with such Claim only as a whole, and then only to and with the Person last holding such Claim in whole as the Claimant in respect of such Claim. Provided that a transfer or assignment of the Claim has taken place in accordance with this Order and the Claims Agent has acknowledged in writing such transfer or assignment, the Person last holding such Claim in whole as the Claimant in respect of such Claim may by notice to the Claims Agent, in writing, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and, in such event, such Claimant, transferee or assignee of the Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Order.

DEATH OR INCAPACITY

47. **THIS COURT ORDERS** that if any Claimant has deceased, the Receiver may accept a Claim on such deceased Person's behalf from the duly appointed legal representative or estate trustee of such deceased Person.

48. **THIS COURT ORDERS** that if any Claimant has deceased or become incapacitated, and no legal representative has been appointed or otherwise has authority to act on behalf of such Person, the Receiver shall have the discretion to allow such Person's surviving spouse, survivor, or next-of-kin to act on such Person's behalf.

49. **THIS COURT ORDERS** that before allowing a person to act on behalf of a deceased or incapacitated Person, the Receiver may require the person to execute a statutory declaration or provide some other similar form of document confirming the person's relationship to the deceased or incapacitated Person.

50. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation to any person for exercising its discretion to allow a third party to act on behalf of a deceased or incapacitated Person.

51. **THIS COURT ORDERS** that in exercising the discretion to allow a third party to confirm, dispute or file a Claim on behalf of a deceased or incapacitated Person or to receive funds otherwise payable to such Person, the Receiver shall consider:

- (a) if such Person is alive, whether it appears to the Receiver that the distribution of funds to such third party is in the best interests of the incapacitated Person; and
- (b) if such Person is deceased and intestate, the rules relating to the distribution of intestate estates, as set out in the *Estates Act*, R.S.O. 1990 c. E.21.

DIRECTIONS

52. **THIS COURT ORDERS** that the Receiver or any other Person with a material interest in this Claims Process may at any time, and with such notice as the Court may require, seek directions

from the Court with respect to this Order and the Claims Process, including the forms attached as Schedules hereto.

SERVICE AND NOTICE

53. **THIS COURT ORDERS** that any service or notice by ordinary mail, courier, personal delivery or electronic or digital transmission shall be deemed to have been received: (i) if sent by ordinary mail, on the third (3rd) Business Day after mailing within Ontario, the fifth (5th) Business Day after mailing within Canada (other than within Ontario), and the tenth (10th) Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic or digital transmission by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day. Notwithstanding anything to the contrary in this Order, Notices of Revision or Disallowance shall be sent only by (i) electronic transmission to an email address that has been provided in writing by the Claimant, or (ii) courier.

54. **THIS COURT ORDERS** that any notice or other communication (including Proofs of Claim and Dispute Notices) to be given under this Order by any Person to the Claims Agent shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by ordinary mail, courier, personal delivery or electronic or digital transmission addressed to:

For submission by mail within Canada:

Carriage Hills and Ridge Claims Processing Center
c/o Prime Clerk LLC
PO Box 338 Station A
Etobicoke ON M9C 4V3
Canada

For submission by mail outside of Canada, overnight delivery, or personal delivery:

Carriage Hills and Ridge Claims Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232
USA

For submission by email:

carriageinfo@primeclerk.com

55. **THIS COURT ORDERS** that if during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of the Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or electronic or digital transmission in accordance with this Order.

MISCELLANEOUS

56. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of a Claim and for greater certainty, this Order does not provide for distribution of the estate of the Applicant and is intended only to commence the Claims Process for the submission and adjudication of the Claims.

57. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or 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.

58. **THIS COURT ORDERS** that the Receiver is 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 the Receivership Proceedings recognized in a jurisdiction outside Ontario or Canada.



**SCHEDULE “A”
DEFINED TERMS**

“**Acknowledgment Form**” means the form delivered in accordance with this Claims Process to each Owner by which they may confirm their Owner Claim, substantially in the form attached as **Schedule “D”** hereto;

“**Acknowledgment Form Instruction Letter**” means a letter to Owners regarding the Claims Process and instructions in respect thereto, substantially in the form attached as **Schedule “H”** hereto;

“**Additional Proof of Claim**” means the proof of claim to be completed and filed by an Owner setting forth their Claim based on facts other than those set out in the Owner Information, substantially in the form attached as **Schedule “G”** hereto;

“**Administration Proceedings**” means the proceedings commenced pursuant to the Order of Madam Justice Conway dated May 15, 2020;

“**Approval and Vesting Order**” means the Order of Madam Justice Conway dated May 27, 2021;

“**Business Day**” means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;

“**Claim**” means the right of any Owner to an interest in the assets of the Applicant;

“**Claims Process**” means the procedures outlined in this Order, including the Schedules to this Order;

“**Claimant**” means any Person asserting a Claim, and includes the transferee or assignee of a Claim, transferred and recognized as a Claimant in accordance with paragraphs 45 and 46 hereof, or a trustee, executor, or other Person acting on behalf of or through such Person;

“**Claims Agent**” means Prime Clerk LLC in accordance with the Engagement Letter;

“**Claims Bar Date**” is as defined in paragraph 34 of this Order;

“**Claims Package**” means a package of information to be provided by the Receiver, which package shall include a copy of this Order without schedules, an Owner Proof of Claim Instruction Letter, an Owner Proof of Claim and such other materials as the Receiver may consider appropriate or desirable;

“**Claims Portal**” means the website established and maintained by the Claims Agent for the purpose of facilitating the Claims Process;

“**Claims Process**” means the process set out in this Order to determine the Claims asserted by the Owners in the assets of the Applicant;

“**Court**” means the Ontario Superior Court of Justice (Commercial List);

“**Dispute Notice**” means a written notice delivered to the Claims Agent by a Claimant who has received a Notice of Revision or Disallowance of that Person’s intention to dispute such Notice of Revision or Disallowance and the reasons for the dispute, substantially in the form attached as **Schedule “K”** hereto;

“**Engagement Letter**” means the agreement dated October 21, 2021 pursuant to which the Receiver has retained the Claims Agent, a copy of which is attached as Exhibit “G” to the Sixth Report;

“**Interval**” means the certain period of time purchased by an Owner to use the Ridge Resort;

“**Mortgagee**” means Carriage Hills Resort Corporation;

“**Mortgage Amendment**” means an Owner’s request for an amendment to the Mortgage Information;

“**Mortgage Information**” means a statement of the details relating to, and any amounts outstanding to, the Mortgagee as provided to the Claims Agent by the Mortgagee, as such information may be amended by a Mortgage Amendment, substantially in the form attached as **Schedule “E”** hereto;

“**Mortgage Package**” means a package containing the Mortgage Information and Mortgage Amendment;

“**Notice to Owners**” means a notice, substantially in the form attached as **Schedule “C”**, delivered by the Claims Agent to each Owner providing the details of the Claims Portal and notifying the Owner that the Owner will have until the Claims Bar Date to confirm their Claim;

“**Notice of Revision or Disallowance**” means a notice informing a Claimant that the Receiver has revised or disallowed all or part of such Claimant’s Claim set out in such Claimant's Request for Amendment or Owner Proof of Claim, as the case may be, substantially in the form attached as **Schedule “K”**;

“**Owner**” means a Person having an ownership interest in the Real Property immediately prior to the closing of the transaction contemplated by the Approval and Vesting Order;

“**Owner Claim**” means the Claim asserted by an Owner;

“**Owner Information**” means a statement of the ownership interest of an Owner in the Real Property, as such information may be amended by (i) a Request for Amendment that is accepted by the Receiver in accordance with paragraph 35 of this Order, or (ii) a resolution or determination in accordance with paragraphs 43 of this Order;

“**Owner Package**” means a copy of the Notice to Owners, the Acknowledgment Form Instruction Letter, Acknowledgment Form and Request for Amendment;

“**Owner Outreach**” means the process conducted by the Claims Agent to obtain the contact information for Owners prior to the commencement of the Claims Process.

“**Owner Proof of Claim**” means the proof of claim to be completed and filed by a Person claiming to be an Owner but who was not entitled to receive an Owner Package, substantially in the form attached as **Schedule “F”** hereto;

“Owner Proof of Claim Instruction Letter” means a letter to Claimants not entitled to receive the Owners Package regarding the Claims Process and instructions in respect thereto, substantially in the form attached as **Schedule “I”** hereto;

“Person” is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government authority or any agency, regulatory body, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;

“Proceedings” means the Administration Proceedings together with the Receivership Proceedings;

“Proofs of Claim” means Additional Proofs of Claim together with Owner Proofs of Claim;

“Proven Claim” means the amount of a Claim, as finally determined under the Claims Process;

“Public Notice to Claimants” means the notice publicizing the Claims Process and published under authority of this Order, substantially in the form of notice attached hereto as **Schedule “B”**;

“Real Property” means the real property described in Schedule “B” of the Approval and Vesting Order;

“Receivership Order” means the Amended and Restated Order of Madam Justice Conway dated December 11, 2020, with effect as of January 6, 2021, appointing the Receiver and granting the Receiver certain powers;

“Receivership Proceedings” means the proceedings commenced pursuant to the Receivership Order;

“Receiver’s Website” means www.bdo.ca/en-ca/extranets/carriage; and

“Request for Amendment” means an Owner’s request for an amendment to the Owner Information.

SCHEDULE “B”

PUBLIC NOTICE TO CLAIMANTS

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF CARRIAGE HILLS VACATION OWNERS
ASSOCIATION

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF CARRIAGE RIDGE OWNERS
ASSOCIATION

RE: NOTICE OF CLAIMS PROCESS

This notice is being published pursuant to Orders of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made December 15, 2021 (the “**Claims Process Order**”). Effective as of January 6, 2021, BDO Canada Limited was appointed by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) as receiver (the “**Receiver**”) of the assets, properties and undertakings of the Carriage Hills Vacation Owners Association and the Carriage Ridge Owners Association (collectively, the “**Applicants**”) and all the lands and premises on which the Applicants operated the Carriage Hills Resort and the Carriage Ridge Resort (the “**Real Property**”).

The owners of the Real Property (the “**Owners**”) should receive a claims package by email or regular mail from Prime Clerk LLC (the “**Claims Agent**”), if those Owners and their current addresses are known to the Receiver. Owners may also obtain the Claims Process Order and a claims package by contacting the Claims Agent at carriageinfo@primeclerk.com or by telephone at (844) 205-4338 (Toll Free in Canada and the United States), (312) 345-0605 (Outside Canada and the United States) or by downloading it from the Receiver’s website at <https://www.bdo.ca/en-ca/extranets/carriage/>. Acknowledgment Forms, Requests for Amendment and Proofs of Claim must be received by the Claims Agent in the prescribed form by **5:00 p.m. (Toronto time) on April 11, 2021** (the “**Claims Bar Date**”). It is your responsibility to complete the appropriate documents and ensure that the Claims Agent receives your completed documents by the Claims Bar Date. IF THE APPROPRIATE DOCUMENTS ARE NOT **RECEIVED** BY THE CLAIMS AGENT BY THE CLAIMS BAR DATE, YOU WILL NOT BE ENTITLED TO RECEIVE A DISTRIBUTION. DISTRIBUTIONS WILL BE DETERMINED BY THE COURT AT A LATER DATE.

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

DATED at Toronto this ► day of January, 2022

SCHEDULE “C”

NOTICE TO OWNERS

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF CARRIAGE HILLS VACATION OWNERS
ASSOCIATION

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF CARRIAGE RIDGE OWNERS
ASSOCIATION

RE: NOTICE OF CLAIMS PROCESS

Effective as of January 6, 2021, BDO Canada Limited was appointed by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) as receiver (the “**Receiver**”) of the assets, properties and undertakings of the Carriage Hills Vacation Owners Association and the Carriage Ridge Owners Association (collectively, the “**Applicants**”) and all the lands and premises on which the Applicants operated the Carriage Hills Resort and the Carriage Ridge Resort (the “**Real Property**”). This notice is being delivered pursuant to Orders of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made December 15, 2021 (the “**Claims Process Order**”).

The records of the Applicant(s) indicate that you are a partial owner of the Real Property. The Real Property was sold pursuant to Orders of the Court dated May 27, 2021. The Receiver obtained the Claims Process Orders to determine who is entitled to share in the proceeds of the sale of the Real Property and the other assets of the Applicants. In order to receive a distribution of the proceeds, the Claims Agent **MUST receive** your acknowledgment or dispute of your ownership interest **on or before 5:00 p.m. (Toronto Time) on April 11, 2022** in accordance with the Claims Process Order.

Please read the enclosed Acknowledgment Form - Instruction Letter carefully for instructions on how to participate in the claims process.

To access the online claims portal (the “**Claims Portal**”) established by the Receiver and managed by Prime Clerk LLC, please use the following link: www.carriageclaims.com

IF THE CLAIMS AGENT DOES NOT **RECEIVE** YOUR ACKNOWLEDGMENT OR DISPUTE OF YOUR OWNERSHIP INTEREST BY **5:00 p.m. (TORONTO TIME) ON APRIL 11, 2022** THROUGH THE CLAIMS PORTAL OR IN WRITING, YOU WILL **NOT** BE ENTITLED TO RECEIVE ANY DISTRIBUTION OF THE ASSETS OF THE APPLICANTS.

DATED at Toronto this ► day of January, 2022

SCHEDULE “D”

ACKNOWLEDGMENT FORM

[Owner Name]

[Address]

The Receiver encourages all Owners to use the online Claims Portal www.carriageclaims.com to submit the information contained in this form instead of this paper version. This form should only be completed and returned by mail if you are unable to access the online Claims Portal.

Please read the enclosed **Acknowledgment Form - Instruction Letter** carefully prior to completing this Acknowledgment Form.

Acknowledgment Form Unique ID: [Number]

EACH AND EVERY CO-OWNER MUST SEPARATELY ACKNOWLEDGE THEIR OWNERSHIP INTEREST FOR EACH EQUIANT ACCOUNT.

If you do not utilize the online Claims Portal, you **must** complete Section 1 or Section 2 of this form, but not both. Everyone must complete Section 3. **If Section 3 is not completed, this form will be disregarded for the purposes of distribution.** Once completed, return a copy of this document, together with any required supporting documentation, by ordinary mail, courier, personal delivery or electronic or digital transmission. Any such submission must be **received** by the Claims Agent by 5:00 p.m. (Toronto time) on April 11, 2022 (the “**Claims Bar Date**”) at the following address:

Within Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
PO Box 338 Station A
Etobicoke ON M9C 4V3
Canada

Outside of Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232
USA

Via email: carriageinfo@primeclerk.com

If you do not return this form or complete the online Claims Portal by the Claims Bar Date, you will be barred from making any claim for a distribution in this proceeding.

Please type your response or print legibly.

Contact Information for Owner Submitting Acknowledgment Form		Adjusted Contact Information for Owner Submitting Acknowledgment Form (where applicable)
Owner		

Owner Mailing Address		
Owner Email Address		
Owner Phone Number		

****Please correct any errors in the information above in the boxes provided. If more substantial changes are required (ie your name has legally changed from that noted above), please complete the Request for Amendment form provided.**

Equiant Account Information	
Resort Name	
Equiant Account Number	
Contract Number	

PARTICULARS OF YOUR CLAIM:

Interval 1 Details	
Unit Number	
Week	
Every / Even / Odd Year	
Percentage Ownership	
Joint Owner(s)	

PARTICULARS OF YOUR CLAIM (Continued):

Interval 2 Details (where applicable)	
Unit Number	
Week	
Every / Even / Odd Year	
Percentage Ownership	
Joint Owner(s)	

Interval 3 Details (where applicable)	
Unit Number	
Week	
Every / Even / Odd Year	
Percentage Ownership	
Joint Owner(s)	

Interval 4 Details (where applicable)	
Unit Number	
Week	
Every / Even / Odd Year	
Percentage Ownership	
Joint Owner(s)	

Interval 5 Details (where applicable)	
Unit Number	
Week	
Every / Even / Odd Year	
Percentage Ownership	
Joint Owner(s)	

SECTION ONE

ACKNOWLEDGMENT

If you agree with all of the information set out above in the PARTICULARS OF YOUR CLAIM section, you must acknowledge same by checking the box and signing below. If, however, you disagree with this information in any respect, then you must complete Section Two, the Request for Amendment.

I hereby confirm that the above information is true and correct in every respect.

DATED this _____ day of _____, 2022.

Signature: _____ Print Name: _____

SECTION TWO – REQUEST FOR AMENDMENT

I, [name of Owner or Representative of the Owner], of do hereby request that the information provided in this Acknowledgment Form be amended as follows.

WE DO NOT REQUIRE YOU TO COMPLETE FIELDS FOR WHICH THERE IS NO DISPUTE.

PLEASE INDICATE ONLY THE SPECIFIC AMENDMENTS REQUESTED AND PROVIDE SUPPORTING DOCUMENTATION FOR THOSE REQUESTED AMENDMENTS.

Possible Reasons for Requested Amendments
Owner Name Change – Marriage / Divorce / Deceased Owner / Transfer of Ownership Interest / Other
Incorrect Resort Name
Incorrect Equiant Account Number
Incorrect Unit Number
Incorrect Week
Incorrect Type of Year Interval Designation [Every / Even / Odd]
Incorrect Percentage Ownership
Incorrect Co-Owner(s) – Marriage / Divorce / Deceased Co-Owner / Transfer of Co-Ownership Interest / Other
Other

****In the below table(s) please specify the amendment requested and the reason for such amendment. Supporting documentation is also required to illustrate the need for any amendment. For example, if your name has legally changed, government issued proof to substantiate such change is required to be sent together with this completed form.**

Equiant Account Information		Reason for Requested Amendment (where applicable)	Amended Information (where applicable)
Owner			
Resort Name			
Equiant Account Number			
Contract Number			

REQUEST FOR AMENDMENT (CONTINUED)

Interval 1		Reason for Requested Amendment (where applicable)	Amended Information (where applicable)
Unit Number			
Week			
Every/Even/Odd Year			
Percentage Ownership			
Joint Owner(s)			
Other			

Interval 2 (where applicable)		Reason for Requested Amendment (where applicable)	Amended Information (where applicable)
Unit Number			
Week			
Every/Even/Odd Year			
Percentage Ownership			
Joint Owner(s)			
Other			

REQUEST FOR AMENDMENT (CONTINUED)

Interval 3 (where applicable)		Reason for Requested Amendment (where applicable)	Amended Information (where applicable)
Unit Number			
Week			
Every/Even/Odd Year			
Percentage Ownership			
Joint Owner(s)			
Other			

Interval 4 (where applicable)		Reason for Requested Amendment (where applicable)	Amended Information (where applicable)
Unit Number			
Week			
Every/Even/Odd Year			
Percentage Ownership			
Joint Owner(s)			
Owner			

REQUEST FOR AMENDMENT (CONTINUED)

Interval 5 (where applicable)		Reason for Requested Amendment (where applicable)	Amended Information (where applicable)
Unit Number			
Week			
Every/Even/Odd Year			
Percentage Ownership			
Joint Owner(s)			
Owner			

I hereby confirm that the above information is true and correct in every respect.

DATED this _____ day of _____, 2022.

Signature: _____

Print Name: _____

SECTION THREE**DECLARATION OF RESIDENCY:**

Everyone must complete this section.

If Section 3 is not completed, this form will be disregarded for the purposes of distribution.

Please check the box that applies.

I am a tax resident of Canada.

I am a tax resident of a jurisdiction other than Canada.

I certify that the above information is true.

DATED this _____ day of _____, 2022.

Signature: _____ Print Name: _____

SCHEDULE “E”

MORTGAGE INFORMATION

You are receiving this form because the records of Carriage Hills Resort Corporation (the “Mortgagee”) indicate that you have a mortgage outstanding to the Mortgagee. Please review this information carefully. **If you do not utilize the online Claims Portal or complete the Mortgage Amendment below, you will be deemed to acknowledge and agree to the Mortgage Information noted below.**

The Receiver encourages all Owners to use the online Claims Portal www.carriageclaims.com. This form should only be completed and returned by mail if you dispute the Mortgage Information noted below and are unable to access the online Claims Portal.

Please read the enclosed **Acknowledgment Form - Instruction Letter** carefully prior to completing this Mortgage Information form.

Acknowledgment Form Unique ID: [Number]

Contact Information for Owner Submitting Mortgage Information Form	
Owner Name	
Owner Mailing Address	
Owner Email Address	
Owner Phone Number	

Equiant Account Information	
Resort Name	
Equiant Account Number	
Contract Number	

The Mortgagee has advised the Receiver that you owe the following amounts to the Mortgagee as of [DATE]:

Mortgage Information			
Loan Origination Date	Principal Amount Due	Interest Due	Total Amount Due

MORTGAGE AMENDMENT:

This form should only be completed if you disagree with the Mortgage Information contained above and you cannot access the online Claims Portal. Please type your response or print legibly.

I, [name of Owner or Representative of the Owner], of do hereby dispute the information provided in this Mortgage Information in the following respect:

PLEASE INDICATE THE REASON FOR THE DISPUTE WITH THE ABOVE STATED MORTGAGE INFORMATION AND PROVIDE SUPPORTING DOCUMENTATION.

DATED this _____ day of _____, 2022.

Signature: _____ Print Name: _____

In the event that the **Mortgage Amendment** section is completed, if you do not utilize the online Claims Portal, you must return a copy of this document, together with any required supporting documentation, by ordinary mail, courier, personal delivery or electronic or digital transmission. Any such submission must be **received** by the Claims Agent by 5:00 p.m. (Toronto time) on April 11, 2022 (the “**Claims Bar Date**”) at the following address:

Within Canada:
Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
PO Box 338 Station A
Etobicoke ON M9C 4V3
Canada

Outside of Canada:
Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232
USA

Via email: carriageinfo@primeclerk.com

SCHEDULE “F”

OWNER PROOF OF CLAIM

Effective as of January 6, 2021, BDO Canada Limited was appointed by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) as receiver (the “**Receiver**”) of the assets, properties and undertakings of the Carriage Hills Vacation Owners Association and the Carriage Ridge Owners Association (collectively, the “**Applicants**”) and all the lands and premises on which the Applicants operated the Carriage Hills Resort and the Carriage Ridge Resort (the “**Real Property**”). This notice is being delivered pursuant to Orders of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made December 15, 2021 (the “**Claims Process Order**”).

The Real Property was sold pursuant to Orders of the Court dated May 27, 2021. The Receiver obtained the Claims Process Orders to determine who is entitled to share in the proceeds of the sale of the Real Property and the other assets of the Applicants. **You are receiving this Owner Proof of Claim form because the Receiver could not reconcile your ownership interest in the Real Property with the records of the Applicant(s).** As a result, you are required to provide the information and documentation necessary to prove your ownership interest in the Real Property

Defined terms not defined within this Owner Proof of Claim form shall have the meaning ascribed thereto in the order dated December 15, 2021, as may be amended from time to time (the “**Claims Process Order**”). **Please type your response or print legibly. An electronic copy of this form may be accessed at <https://www.bdo.ca/en-ca/extranets/carriage/>.**

PARTICULARS OF OWNERSHIP INTEREST CLAIMED

Please provide as much information as you have available.

(a) Full legal name:

(b) Full mailing address:

(c) Other contact information of the Owner:

Telephone number: _____

Email address: _____

(d) Ownership is being claimed in which resort:

Carriage Hills

Carriage Ridge

Both

(e) Equiant Account Number(s): _____

(f) Contract Number(s): _____

(g) Week(s) Purchased: _____

(h) Unit(s) Purchased: _____

(i) Percentage of Interval(s) Owned: _____

(j) Details of additional Co-Owner(s): _____

DECLARATION OF RESIDENCY:

Everyone must complete this section.

If this section is not completed, this form will be disregarded for the purposes of distribution.

Please check the box that applies.

I am a tax resident of Canada.

I am a tax resident of a jurisdiction other than Canada.

I certify that the above information is true.

DATED this _____ day of _____, 2022.

Signature: _____ Print Name: _____

This Owner Proof of Claim form must be **received** by the Claims Agent by no later than **5:00 p.m. (Toronto time) on the Claims Bar Date of April 11, 2022**, by either ordinary mail, personal delivery, courier or electronic or digital transmission at the following address:

Within Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
PO Box 338 Station A
Etobicoke ON M9C 4V3
Canada

Outside of Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232
USA

Via email: carriageinfo@primeclerk.com

If the Claims Agent **does not receive** your Owner Proof of Claim and any documentation necessary to support your Claim by **5:00 p.m. (Toronto time) on April 11, 2022**, your claim will be forever barred and extinguished and you will be prohibited from making or enforcing a Claim against the Applicant and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a creditor in these proceedings.

SCHEDULE "G"

ADDITIONAL PROOF OF CLAIM

This Additional Proof of Claim form should only be completed by an Owner who wishes to assert a Claim on the basis of facts and circumstances other than those set out in the Owner Information.

Defined terms not defined within this Additional Proof of Claim form shall have the meaning ascribed thereto in the order dated December 15, 2021, as may be amended from time to time (the "Claims Process Order"). **Please type your response or print legibly. An electronic copy of this form may be accessed at <https://www.bdo.ca/en-ca/extranets/carriage/>.**

1. PARTICULARS OF OWNER

(a) Full legal name of Owner:

(b) Equiant Account Number(s):

(c) Full mailing address of the Owner:

(d) Other contact information of the Owner:

Telephone number: _____

Email address: _____

3. CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

- (a) That I am an Owner or assignee of the Real Property of the Carriage Hills Vacation Owners Association and/or Carriage Ridge Owners Association;
- (b) That I have knowledge of all the circumstances connected with the Claim described and set out herein; and
- (c) That Carriage Hills Vacation Owners Association and/or Carriage Ridge Owners Association was and still is indebted to me as follows (*include all Claims that you assert against the Applicants*):

\$ _____ [Insert \$ value of Claim against Carriage Hills] CAD

\$ _____ [Insert \$ value of Claim against Carriage Ridge] CAD

Note: Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as of December 15, 2021.

4. PARTICULARS OF CLAIM

Other than as already set out herein, the particulars of the undersigned's total Claim against the Applicants are attached on a separate sheet.

Provide all particulars of the Claim and supporting documentation, amount owed and a description of the particulars giving rise to the Claim.

5. FILING OF CLAIM

This Additional Proof of Claim form must be **received** by the Claims Agent by no later than **5:00 p.m. (Toronto time) on the Claims Bar Date of April 11, 2022**, by either ordinary mail, personal delivery, courier or electronic or digital transmission at the following address:

Within Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
PO Box 338 Station A
Etobicoke ON M9C 4V3
Canada

Outside of Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232
USA

Via email: carriageinfo@primeclerk.com

If the Claims Agent **does not receive** your Additional Proof of Claim and any required documentation necessary to substantiate your Claim by **5:00 p.m. (Toronto time) on April 11, 2022**, your claim will be forever barred and extinguished and you will be prohibited from making or enforcing a Claim against the Applicant and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a creditor in these proceedings.

DATED this _____ day of _____, 2022.

Signature: _____

Print Name: _____

SCHEDULE “H”

ACKNOWLEDGMENT FORM - INSTRUCTION LETTER

A. Claims Process

Effective as of January 6, 2021, BDO Canada Limited was appointed by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) as receiver (the “**Receiver**”) of the assets, properties and undertakings of the Carriage Hills Vacation Owners Association and Carriage Ridge Owners Association (collectively, the “**Applicants**”) and all the lands and premises on which the Applicants operated the Carriage Hills Resort and the Carriage Ridge Resort (the “**Real Property**”). This notice is being delivered pursuant to Orders of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made December 15, 2021 (the “**Claims Process Order**”). Copies of the Claims Process Orders can be found on the Receiver’s case website at: <https://www.bdo.ca/en-ca/extranets/carriage/>. Any capitalized terms not defined herein shall have the meaning ascribed thereto in the Claims Process Orders.

The Real Property was sold pursuant to Orders of the Court dated May 27, 2021. The Receiver obtained the Claims Process Orders to determine who is entitled to share in the proceeds of the assets of the Applicants. In order to be eligible to receive a distribution of the proceeds, the Claims Agent must **receive** your acknowledgment or dispute of your ownership interest by **5:00 p.m. (Toronto Time) on April 11, 2022** in accordance with the Claims Process Orders.

This letter provides instructions for completing the enclosed Acknowledgment Form in writing or by using the online Claims Portal. **The Receiver encourages all Owners to use the online Claims Portal to ensure the efficiency of the process.**

The Claims Process is intended for any Owner claiming an interest in the assets of the Applicants. In order to claim an interest in the assets of the Applicants, you must have been an Owner of the Real Property at the time of its sale on May 27, 2021.

Each co-Owner of an Interval is required to individually submit an Acknowledgment Form in respect of their interest in the online Claims Portal or by returning the written Acknowledgment Form. This includes all parties living at the same address or having the same email address.

Pursuant to the Claims Process Order, failure to submit an Acknowledgment Form in the online Claims Portal or by returning the written Acknowledgment Form such that it is **received** by the Claims Agent by **5:00 p.m. (Toronto Time) on April 11, 2022** will result in your Claim being forever barred and extinguished and you will be prohibited from making or enforcing a Claim against the Applicants and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a creditor in these proceedings.

B. Additional Proof of Claim

If you believe that you have a Claim in addition to the Claim set out in the Owner Information (for example, a Claim for damages), then you must also file an Additional Proof of Claim for that additional Claim. **Your Additional Proof of Claim must be received by the Claims Agent by 5:00 p.m. (Toronto time) on April 11, 2022, the Claims Bar Date.** Pursuant to the Claims Process Order, failure to submit an Additional Proof of Claim which is received by the Claims Agent by the Claims Bar Date will result in such Claim being barred and extinguished, released and discharged forever. An Additional Proof of Claim form may be obtained by contacting the Claims Agent or by accessing the Receiver's website at <https://www.bdo.ca/en-ca/extranets/carriage/>.

C. Claims Portal

The Receiver engaged the Claims Agent to prepare and maintain an online Claims Portal to facilitate the Claims Process. Owners may access the online Claims Portal by using the following link: www.carriageclaims.com **Each co-Owner of an Interval is required to individually submit an Acknowledgment Form in respect of their interest. This includes all parties living at the same address or having the same email address.** Please follow the instructions provided in the online Claims Portal to submit your Acknowledgment Form.

If you complete your **Acknowledgment Form** in the online Claims Portal, you are **not** required to complete and return any of the written forms provided.

D. General Instructions for Completing the Written Acknowledgment Form

If you choose **not** to use the online Claims Portal, you are required to complete and submit the paper version of the Acknowledgment Form. All Acknowledgment Forms must be signed and dated.

The Acknowledgment Form is pre-populated with your personal information (ie legal name, address) that the Receiver has and contains an acknowledgment by the Receiver of your ownership interest(s) in the Real Property (the "**Owner Information**"). This information was derived through a reconciliation by the Receiver of the records maintained by Equiant with those registered against title to the Real Property.

If you **agree** with the Owner Information, you are required to complete Section One of the Acknowledgment Form.

If you **do not agree** with the Owner Information, you are required to complete Section Two of the Acknowledgment Form entitled "Request for Amendment". If you are requesting an amendment to any of the Owner Information, you are also required to provide copies of the documentation to support your requested amendment(s).

All Owners must complete Section Three of the Acknowledgment Form in respect of your residency status for tax purposes. In the event that this section is not completed, your claim will not be accepted, and your Acknowledgment Form will be discarded.

D. Mortgage Information

Only Owners having outstanding mortgages will receive a Mortgage Information statement. In the event that you receive a Mortgage Information statement, you must review the statement of indebtedness contained therein. If you agree with the Mortgage Information, you are not required to do anything further with the Mortgage Information form. If you disagree with the Mortgage Information, you are required to complete the Mortgage Amendment section of the Mortgage Information form and return it to the Claims Agent together with copies of the documentation required to support the reason for your dispute.

E. Questions

If you have any questions regarding the Claims Process, please contact the Claims Agent at the address provided below. All notices and enquiries with respect to the Claims Process should be addressed to:

Within Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
PO Box 338 Station A
Etobicoke ON M9C 4V3
Canada

Outside of Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232
USA

Via email: carriageinfo@primeclerk.com

Via Telephone: (844) 205-4338 (Toll Free in Canada and the United States),
(312) 345-0605 (Outside Canada and the United States)

SCHEDULE “T”**OWNER PROOF OF CLAIM - INSTRUCTION LETTER****A. Claims Process**

Effective as of January 6, 2021, BDO Canada Limited was appointed by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) as receiver (the “**Receiver**”) of the assets, properties and undertakings of the Carriage Hills Vacation Owners Association and Carriage Ridge Owners Association (collectively, the “**Applicants**”) and all the lands and premises on which the Applicants operated the Carriage Hills Resort and the Carriage Ridge Resort (the “**Real Property**”). This notice is being delivered pursuant to Orders of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made December 15, 2021 (the “**Claims Process Order**”). Copies of the Claims Process Orders can be found on the Receiver’s case website at: <https://www.bdo.ca/en-ca/extranets/carriage/>. Any capitalized terms not defined herein shall have the meaning ascribed thereto in the Claims Process Orders.

The Real Property was sold pursuant to the Orders of the Court dated May 27, 2021. The Receiver obtained the Claims Process Orders to determine who is entitled to share in the proceeds of the assets of the Applicants. **You are receiving this Owner Proof of Claim form because the Receiver could not reconcile your ownership interest in the Real Property with the records of the Applicant(s).** As a result, you are required to provide the information and documentation necessary to prove your ownership interest in the Real Property.

In order to be eligible to receive a distribution of the proceeds from the sale of the Real Property, the Claims Agent must **receive** your completed Owner Proof of Claim form by **5:00 p.m. (Toronto Time) on April 11, 2022** in accordance with the Claims Process Orders.

This letter provides instructions for completing the enclosed Owner Proof of Claim form in writing or by using the online Claims Portal. **The Receiver encourages all parties to use the online Claims Portal to ensure the efficiency of the process.**

The Claims Process is intended for any Owner claiming an interest in the assets of the Applicants. In order to claim an interest in the assets of the Applicants, you must have been an Owner of the Real Property at the time of its sale on May 27, 2021.

Each co-Owner of your Interval is required to individually submit an Owner Proof of Claim in respect of their interest in the online Claims Portal. This includes all parties living at the same address or having the same email address.

Pursuant to the Claims Process Order, failure to submit an Owner Proof of Claim in the online Claims Portal or by returning the written Owner Proof of Claim form such that it is **received** by the Claims Agent by **5:00 p.m. (Toronto Time) on April 11, 2022** will result in your Claim being forever barred and extinguished and you will be prohibited from making or enforcing a Claim

against the Applicants and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a creditor in these proceedings.

B. Claims Portal

The Receiver engaged the Claims Agent to prepare and maintain an online Claims Portal to facilitate the Claims Process. Owners may access the online Claims Portal by using the following link: www.carriageclaims.com. **Each co-Owner of your Interval is required to individually submit an Owner Proof of Claim form in respect of their interest. This includes all parties living at the same address or having the same email address.** Please follow the instructions provided in the online Claims Portal to submit your Owner Proof of Claim.

If you complete your **Owner Proof of Claim** in the online Claims Portal, you are **not** required to complete and return any of the written forms provided.

C. General Instructions for Completing the Owner Proof of Claim

If you choose **not** to use the online Claims Portal, you are required to complete and submit the paper version of the Owner Proof of Claim. All Owner Proof of Claim forms must be signed and dated.

The Owner Proof of Claim requires you to provide as much information and documentation as you can in respect of the Interval over which you are claiming ownership. This information will be used by the Receiver, together with the records maintained by Equiant and those registered against title to the Real Property to verify your ownership.

You are required and must complete the Declaration of Residency section of the Owner Proof of Claim in respect of your residency status for tax purposes. In the event that this section is not completed, your claim will not be accepted, and your Owner Proof of Claim will be discarded.

D. Mortgage Information

Only Claimants having outstanding mortgages will receive a Mortgage Information statement. In the event that you receive a Mortgage Information statement, you must review the statement of indebtedness contained therein. If you agree with the Mortgage Information, you are not required to do anything further with the Mortgage Information form. If you disagree with the Mortgage Information, you are required to complete the Mortgage Amendment section of the Mortgage Information form and return it to the Claims Agent together with copies of the documentation required to support the reason for your dispute.

E. Questions

If you have any questions regarding the Claims Process, please contact the Claims Agent at the address provided below. All notices and enquiries with respect to the Claims Process should be addressed to:

Within Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
PO Box 338 Station A
Etobicoke ON M9C 4V3
Canada

Outside of Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232
USA

Via email: carriageinfo@primeclerk.com

Via Telephone: (844) 205-4338 (Toll Free in Canada and the United States), (312) 345-0605 (Outside Canada and the United States)

SCHEDULE “J”

NOTICE OF REVISION OR DISALLOWANCE OF CLAIM

Name of Owner: _____

Equiant # (if applicable): _____

Defined terms not defined within this Notice of Revision or Disallowance form have the meaning ascribed thereto in the Claims Process Order dated December 15, 2021. Pursuant to paragraph 35 of the Claims Process Order, the Receiver, hereby gives you notice that it has reviewed your [Request for Amendment/Owner Proof of Claim/Additional Proof of Claim] and has revised or rejected your Claim as follows:

(A) Revisions or Disallowance:

Recorded Ownership Interest	Requested Amendment	Accepted Claim

(B) Reason for the Revision or Disallowance:

IF YOU DO NOT AGREE WITH THIS NOTICE OF REVISION OR DISALLOWANCE, PLEASE TAKE NOTICE OF THE FOLLOWING:

1. If you intend to dispute this Notice of Revision or Disallowance you must, in relation to an Acknowledgment Form, Owner Proof of Claim or Additional Proof of Claim, *no later than 5:00 p.m. (Toronto time) on the day which is thirty (30) days after the date of the Notice of Revision or Disallowance*, deliver a Dispute Notice by ordinary mail, personal service, courier or electronic or digital transmission to the addresses indicated hereon. The form of Dispute Notice is attached to this Notice.
2. If you do not deliver a Dispute Notice by the applicable deadline, the amount of your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

Address for Service of Dispute Notices:

Within Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
PO Box 338 Station A
Etobicoke ON M9C 4V3
Canada

Outside of Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232
USA

Via email: carriageinfo@primeclerk.com

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIODS, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this _____ day of _____, 2021.

BDO CANADA LIMITED, in its capacity as
Court-appointed Receiver of Carriage Hills
Vacation Owners Association and the Carriage
Hills Resort and Carriage Ridge Owners
Association and Carriage Ridge Resort,
and not in its corporate or personal capacity

SCHEDULE “K”**DISPUTE NOTICE**

Defined terms not defined within this Dispute Notice form have the meaning ascribed thereto in the Claims Process Order dated December 15, 2021. Pursuant to paragraph 40 of the Claims Process Order, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance bearing Equiant Number _____ and dated _____ issued by the Receiver in respect of my Claim.

Name of Owner: _____

Reasons for Dispute (attach additional sheet and copies of all supporting documentation where necessary):

Signature: _____

(Please print name) _____

Date: _____

Telephone Number: () _____

Email: _____

Full Mailing Address: _____

*THIS FORM AND SUPPORTING DOCUMENTATION MUST BE RETURNED BY ORDINARY MAIL, PERSONAL SERVICE, COURIER OR ELECTRONIC OR DIGITAL TRANSMISSION TO THE ADDRESS INDICATED HEREIN AND MUST BE **RECEIVED** BY NO LATER THAN 5:00 P.M. (TORONTO TIME) ON THE DAY WHICH IS THIRTY (30) DAYS AFTER THE DATE OF THE NOTICE OF REVISION OR DISALLOWANCE.*

Address for Service of Dispute Notices:

Within Canada:

Carriage Hills and Ridge Claims
 Processing Center
 c/o Prime Clerk LLC
 PO Box 338 Station A
 Etobicoke ON M9C 4V3
 Canada

Outside of Canada:

Carriage Hills and Ridge Claims
 Processing Center
 c/o Prime Clerk LLC
 850 Third Avenue, Suite 412
 Brooklyn, NY 11232
 USA

Via email: carriageinfo@primeclerk.com

TAB 1D

PROPOSED FORM OF ANCILLARY ORDER

Court File No. CV-20-00640266-00CL

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

THE HONOURABLE MADAM	)	WEDNESDAY, THE 15 TH
)	
JUSTICE CONWAY	)	DAY OF DECEMBER, 2021


IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF **CARRIAGE RIDGE OWNERS
ASSOCIATION**

ORDER

THIS MOTION made by BDO Canada Limited (“**BDO**”), in its capacity as receiver (in such capacity, the “**Receiver**”) over all of the assets, properties and undertakings of the Carriage Ridge Owners Association (the “**Applicant**”) and all the lands and premises on which the Applicant operated the Carriage Ridege Resort, appointed by Order of the Court with effect as of January 6, 2021, for an Order, *inter alia*, (i) approving the Sixth Report of the Receiver dated December 3, 2021 (the “**Sixth Report**”) and the activities of the Receiver set out therein, (ii) approving the Receiver’s interim statement of receipts and disbursements, (iii) approving the Default Judgment Report of the Claims Officer, Tim Duncan of Fogler Rubinoff LLP (the “**Claims Officer**”), dated December 3, 2021 (the “**Default Judgment Report**”), and its appendices, (iv) approving the fees and disbursements of the Receiver and its counsel, and (v) approving the fees and disbursements of the Claims Officer was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver dated December 3, 2021 (the “**Motion Record**”), the Sixth Report and the Default Judgment Report, and on hearing the submissions of counsel for the Receiver, counsel for Wyndham Worldwide Corporation, Shell Finco LLC, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc. and counsel for Lori Smith and Bruce Fleming and the submissions of the Claims Officer and Christopher Diana,

no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of Christine Doyle sworn December , 2021.

SERVICE

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

APPROVAL AND AUTHORIZATION

2. **THIS COURT ORDERS** that the Sixth Report and the Receiver's activities set out therein be and are hereby approved.

3. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements for the period ending November 26, 2021 be and is hereby approved.

4. **THIS COURT ORDERS** that the Default Judgment Report and the Claims Officer's activities set out therein be and are hereby approved.

5. **THIS COURT ORDERS** that the professional fees and disbursements of BDO in its capacity Receiver and receiver of Carriage Ridge for the period from July 1, 2021 to October 31, 2021, in the amount of \$302,376.00 plus disbursements of \$1,608.79 and HST of \$39,518.03, for a total of \$343,502.82, as set out in the Affidavit of Matthew Marchand, sworn November 25, 2021 and attached as Appendix "R" to the Sixth Report, are hereby approved and the Receiver is authorized to pay the Applicant's 31% share of such fees and disbursements.

6. **THIS COURT ORDERS** that the professional fees and disbursements of Aird & Berlis LLP, counsel to the Receiver and to the receiver of Carriage Ridge for the period from July 1, 2021 to October 31, 2021, in the amount of \$115,876.50 plus disbursements of \$1,541.32 and HST of \$15,181.13, for a total of \$132,598.95, as set out in the Affidavit of Sam Babe sworn December 3, 2021 and attached as Appendix "S" to the Sixth Report, are hereby approved and the Receiver is authorized to pay the Applicant's 31% share of such fees and disbursements.

7. **THIS COURT ORDERS** that the professional fees and disbursements of Thornton Grout Finnigan LLP, special counsel to the Receiver and to the receiver of Carriage Ridge for

the period from July 1, 2021 to November 30, 2021, in the amount of \$130,082.50 plus disbursements of \$2,241.17 and HST of \$17,197.93, for a total of \$149,521.60, as set out in the Affidavit of Leanne Williams sworn December 3, 2021 and attached as Appendix “T” to the Sixth Report, are hereby approved and the Receiver is authorized to pay the Applicant’s 31% share of such fees and disbursements.

8. **THIS COURT ORDERS** that the professional fees and disbursements of the Claims Officer’s firm, Fogler Rubinoff LLP, for the period from February 11, 2021 to November 18, 2021, in the amount of \$23,359.50 plus disbursements of \$103.60 and HST of \$3,050.21, for a total of \$26,513.31, as set out in the Affidavit of Tim Duncan sworn November 26, 2021 and attached as Appendix “U” to the Sixth Report, are hereby approved and the Receiver is authorized to pay the Applicant’s 31% share of such fees and disbursements.

GENERAL

9. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

10. **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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

**IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O
AND IN THE MATTERS OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE RIDGE OWNERS ASSOCIATION**

Applicant

Court File No. CV-20-00640266-00CL

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

Proceedings commenced at Toronto

ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)

Tel: (416) 865-3085

E-mail: smitra@airdberlis.com

Sam Babe (LSO # 49498B)

Tel: (416) 865-7718

E-mail: sbabe@airdberlis.com

Fax (416) 863-1515

*Lawyers for BDO Canada Limited in its capacity as the
court-appointed Receiver of Carriage Ridge Owners
Association*

TAB 2**SIXTH REPORT**

Court File No. CV-20-00640265-00CL
Court File No. CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE
ACT, R.S.O 1990, c. C. 43, AS AMENDED

AND IN THE MATTER OF THE RECEIVERSHIP PROCEEDINGS OF
CARRIAGE HILLS VACATION OWNERS ASSOCIATION
AND
CARRIAGE RIDGE OWNERS ASSOCIATION

(together, the "Applicants")

SIXTH REPORT OF THE RECEIVER
BDO CANADA LIMITED

December 3, 2021

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- Appendix C - Carriage Hills Collection Plan Order dated February 16, 2021
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- Appendix J - FAQs dated November 17, 2021
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- Appendix L - Letter from Mr. Brzezinski dated December 3, 2021
- Appendix M - Email from Mr. Diana dated December 2, 2021
- Appendix N - Ownership Claims Process Owner Package
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- Appendix P - Carriage Hills Interim R&D as at November 26, 2021
- Appendix Q - Carriage Ridge R&D as at November 26, 2021
- Appendix R - Affidavit of Matthew Marchand sworn November 25, 2021
- Appendix S - Affidavit of Sam Babe sworn December 3, 2021
- Appendix T - Affidavit of Leanne Williams sworn December 3, 2021
- Appendix U - Affidavit of Tim Duncan sworn November 26, 2021

1.0 INTRODUCTION AND PURPOSE OF REPORT

1.1 Introduction

- 1.1.1 The Carriage Hills Resort (the "Hills Resort") and the Carriage Ridge Resort (the "Ridge Resort" and collectively with the Hills Resort, the "Resorts") are time-share resorts located in Horseshoe Valley, Township of Oro-Medonte, Ontario. The Hills Resort consists of 172 residential resort units in eight residential buildings, while the Ridge Resort consists of 78 residential resort units in three residential buildings. Both the Hills Resort and Ridge Resort have various common recreational facilities including, but not limited to, an indoor and outdoor pool, a gym and a management building. The Hills Resort was built in three phases on approximately twenty acres of real property and the Ridge Resort was built in one phase on approximately eight acres of real property (the buildings, personal and real property of the Resorts are collectively referred to as the "Resorts' Assets").
- 1.1.2 The Resorts are each governed pursuant to time-share agreements (collectively, the "TSAs"). Pursuant to the TSAs, purchasers of the time-share intervals (the "Owners") also purchased a proportionate ownership interest, as tenants-in-common, in the land on which the Resorts are situated. Each Resort had a single form of TSA to which each Owner signed on.
- 1.1.3 The Carriage Hills Vacation Owners Association (the "Hills Association") was established as a not-for-profit entity and incorporated by letters patent on August 6, 1996, as a corporation without share capital under the *Corporations Act (Ontario)* to operate the Hills Resort. The Carriage Ridge Owners Association (the "Ridge Association" and together with the Hills Association, the "Associations") was established as a not-for-profit entity and incorporated by letters patent on August 7, 2003, as a corporation without share capital under the *Corporations Act (Ontario)* to operate the Ridge Resort.
- 1.1.4 On May 15, 2020, BDO Canada Limited ("BDO") was appointed administrator (in such capacity, the "Administrator") of the Associations pursuant to the orders of Madam Justice Conway. After surveying the Owners, the Administrator ultimately recommended that the Resorts be closed and sold. Accordingly, pursuant to the orders of Madam Justice Conway dated October 15, 2020, the operations of the Resorts ceased effective January 6, 2021 (the "Resort Closure Date").
- 1.1.5 In order to effect a sale of the Resorts for the benefit of stakeholders, including the Owners, the Associations sought the appointment of BDO as receiver of the assets, properties and undertakings of the Associations (the "Associations' Property" and collectively with the Resorts' Assets, the "Property") and the Resorts' Assets. Accordingly, pursuant to the orders of Madam Justice Conway dated December 11, 2020, BDO was appointed as receiver effective as at the Resort Closure Date (the "Amended and Restated

Appointment Orders”). Copies of the Amended and Restated Appointment Orders are attached hereto as Appendices ‘A’ and ‘B’.

- 1.1.6 Pursuant to the Receiver’s Collection Plan Orders dated February 16, 2021, (the “Collection Plan Orders”), the Receiver was authorized to conduct certain collection efforts against Owners who were delinquent in the payment of their obligations to the Associations. Copies of the Collection Plan Orders are attached hereto as Appendices ‘C’ and ‘D’.
- 1.1.7 Also pursuant to the Collection Plan Orders, Tim Duncan of Fogler Rubinoff LLP was appointed as claims officer to assist with the determination of disputed claims (the “Claims Officer”).
- 1.1.8 Pursuant to the Claims Process and Bar Orders dated February 16, 2021 (the “Claims Orders”), the Receiver was authorized and directed to conduct a creditor claims process to identify and determine claims against the Associations. Copies of the Claims Orders are attached hereto as Appendices ‘E’ and ‘F’.
- 1.1.9 Pursuant to the Approval and Vesting Orders dated May 27, 2021, the Court approved the transaction contemplated by the agreement of purchase and sale dated April 6, 2021 for the sale of the Resorts’ Assets (with the exception of certain excluded assets) and vested such assets in and to Sunray Group of Hotels Inc. upon the filing of Receiver’s Certificates, which were filed on June 28, 2021.
- 1.1.10 This sixth report of the Receiver (the “Sixth Report”) and all other Court materials and orders issued and filed in these proceedings are available on the Receiver’s case website at <https://www.bdo.ca/en-ca/extranets/carriage/>. The case website was established to facilitate the sharing of information with Owners and other interested parties.

1.2 Purpose of this Report

- 1.2.1 The purpose of this Sixth Report is to request the following three Orders in each proceeding:
 - a) an Order (each, an “Omnibus Default Judgment Order”):
 - i. validating service of Claims Packages on the Defaulting Subject Members (as those terms are defined herein);
 - ii. granting default judgments against each of the Defaulting Subject Members detailed in the Default Judgment Reports (as that term is defined herein) in the cumulative amounts of \$14,291,193.96 for the Hills Association and \$7,232,899.98 for the Ridge Association; and

- iii. directing the Registrar of the Court to issue separate judgments against each of the Defaulting Subject Members;
- b) an Order (each, an "Ownership Claims Process Order"):
- i. approving of, and authorizing the Receiver to conduct, the Ownership Claims Process (as that term is defined herein); and
 - ii. authorizing the Receiver, *nunc pro tunc*, to engage Prime Clerk LLC ("Prime Clerk") assist with the Ownership Claims Process; and
- c) an Order (each, an "Ancillary Order"):
- i. approving this Sixth Report and the activities of the Receiver detailed herein;
 - ii. approving the Receiver's interim statement of receipts and disbursements for the period January 6, 2021 to November 26, 2021 (the "Interim R&D(s)");
 - iii. approving and authorizing the Receiver to make distributions to creditors as detailed herein on account of admitted unsecured claims against the Hills Association totaling \$273,703.46; and
 - iv. approving the fees and disbursements of the Receiver, its legal counsel, Aird and Berlis LLP ("A&B") and its special legal counsel, Thornton Grout Finnigan LLP ("TGF") and the fees and disbursements of the Claims Officer as outlined herein and detailed in the supporting fee affidavits appended hereto.

1.3 Disclaimer

1.3.1 In preparing this Sixth Report and in conducting its analysis and recommendations, the Receiver has obtained and relied upon information provided to it by the Associations and other relevant parties. The Receiver's procedures did not constitute an audit or review engagement of the Associations' financial reporting or other verification of such information.

1.3.2 This Sixth Report has been prepared for the use of this Court to provide general information to assist the Court in making a determination on whether to grant the relief sought herein and to provide information to the Associations' stakeholders. Accordingly, the reader is cautioned that this Sixth Report may not be appropriate for any other purpose.

- 1.3.3 Except as otherwise described in this Sixth Report, the Receiver has not audited, reviewed 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 pursuant to the Chartered Professional Accountants of Canada Handbook. The Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.
- 1.3.4 Terms not defined herein shall have the meaning ascribed to them in the Collection Plan Orders unless otherwise noted.
- 1.3.5 All monetary amounts contained herein are expressed in Canadian dollars unless otherwise noted.

2.0 ACTIVITIES OF THE RECEIVER

2.1 Activities of the Receiver

2.1.1 Since the Fifth Report of the Receiver dated August 6, 2021 (the "Fifth Report"), the Receiver has:

- a) remitted payment for the costs associated with administering these proceedings and expenses accrued to maintain the Resorts' Assets up to the Sale Transaction closing date;
- b) attended the August 18, 2021 Court hearing;
- c) continued reconciliation and corresponded with counsel regarding the Associations' records and the land title registration summaries prepared by TGF in order to reconcile and compile master ownership listings;
- d) updated the Receiver's case website and the Associations' websites to keep Owners informed in respect of these proceedings;
- e) corresponded with certain creditors and counsel regarding the creditor claims process, including the review of disallowance dispute notices and supporting materials submitted in connection therewith to the Receiver;
- f) attended to correspondence from Subject Members pertaining to the Receiver's Claim, Settlement Offers and Notices of Dispute, including but not limited to, explanation of the process and related account inquiries, review of Settlement Offers and Notices of Dispute;
- g) issued reimbursement cheques to the Subject Members identified in paragraph 4.2.4 of the Fifth Report;
- h) conducted investigations into matters raised by Subject Members who disputed the Receiver's Claim including correspondence with counsel;
- i) monitored and recorded the activity in the Associations' bank accounts, including the tracking of stale-dated cheques;
- j) closed the Association's bank accounts with Royal Bank of Canada and Bank of Nova Scotia and transferred all funds contained therein to the Receiver's trust accounts;
- k) filed July, August, September and October 2021 HST returns for all branch accounts;
- l) corresponded with and provided information to Powell Jones LLP ("Powell Jones") for the purposes of completing the 2020 financial statements review;

- m) engaged Canam Appraiz Inc. ("Canam") to sell the Associations' five (5) vehicles by way of public auction;
- n) issued distributions to creditors pursuant to the August 18, 2021 Court Orders;
- o) referred the Undefended Claims to the Claims Officer and furnished the Claims Officer with salient information regarding same;
- p) entered into settlements with certain Subject Members with respect to Receiver's Claims;
- q) filed proof of claims in certain of the Subject Members insolvent estate proceedings;
- r) prepared frequently asked questions correspondence dated November 17, 2021 addressing a variety of Owner inquiries and to provide Owners with information related to the Owners Outreach (as defined herein) (the "FAQ");
- s) developed, together with counsel, the Ownership Claims Process (as defined herein);
- t) corresponded with and reviewed proposals from third party service providers with respect to administering an ownership claims and distribution process;
- u) engaged Prime Clerk as Claims Agent (as terms are defined herein) to develop an online portal and assist with the administration of the Ownership Claims Process;
- v) developed, together with counsel and the Claims Agent, the Owner Outreach; and
- w) prepared this Sixth Report.

3.0 SALE OF ASSETS

3.1 Vehicles

3.1.1 Pursuant to Court Orders issued on August 18, 2021 the Receiver engaged Canam to sell the five (5) vehicles (the "Vehicles") owned by the Associations by way of public auction. The Vehicles were sold for gross proceeds of \$41,800, less commissions of \$5,016.00 (or 12%) and sales taxes of \$652.08, resulting in net proceeds of \$36,131.92. The recoveries from the Vehicles were lower than anticipated, generally due to the condition of the Vehicles and a transmission issue with one of the Vehicles. The net proceeds were paid to the Receiver on December 2, 2021. Summarized in the table below are the gross sale proceeds for the Vehicles.

Summary Of Gross Proceeds From Sale Of Vehicles			
Make & Model	VIN	Ownership	Gross Sale Value
2016 Dodge Caravan	2C4RDGBG5GR123095	Ridge Association	\$ 5,800
2011 GMC Sierra	1GTN2TEA8BZ169880	Ridge Association	3,300
2018 GMC Canyon	1GTH5BEA9J1276738	Ridge Association	16,700
2019 Chevrolet Spark	KL8CD6SA9KC759394	Hills Association	8,900
2017 Dodge Caravan	2C4RDGBG0HR641651	Hills Association	7,100
Total			\$ 41,800

4.0 COLLECTION PLAN

4.1 Results

4.1.1 The table below summarizes the current results of the Receiver's Collection Plan:

Summary of Collection Plan		
	Carriage Hills	Carriage Ridge
Delinquent Accounts:		
Subject Members	\$ 15,696,120	\$ 7,992,780
Small Account Subject Members	2,751	1,868
Non Subject Members	1,934,970	3,149,377
Total Delinquent Accounts	\$ 17,633,841	\$ 11,144,024
Receiver's Claim:		
Subject Members	\$ 16,532,687	\$ 8,343,780
Small Accounts Subject Members	3,752	3,368
Total Receiver's Claim	\$ 16,536,439	\$ 8,347,147
Collections	\$ 539,565	\$ 304,883
Discounts	\$ 231,444	\$ 219,322
Number of Notices of Disputes	147	56
Net Notices of Disputes	\$ 1,193,490	\$ 535,088
Undefended Claims	\$ 14,571,941	\$ 7,287,855

4.1.2 The adjusted claims of the receiver (the "Receiver's Claims") totalled approximately \$16,536,000 and \$8,347,000 against the delinquent Owners of the Hills Association and the Ridge Association, respectively. There are one-hundred twenty-one (121) delinquent accounts from the Hills Association and sixty-seven (67) delinquent accounts from the Ridge Association which either accepted and paid the Receiver's Claim or accepted and paid the Settlement Offer. In total, the Hills Association and Ridge Associations net collections amounted to approximately \$540,000 and \$305,000, respectively. The settlements resulted in discounts of approximately \$231,000 and \$219,000 being applied to the settled accounts for the Hills Association and the Ridge Association, respectively.

4.2 Undefended Claims

4.2.1 Pursuant to the Collection Plan Orders, any Subject Member who fails to conclude a settlement by the Acceptance of Settlement Deadline or submit a Notice of Dispute by the Notice of Dispute Deadline, are deemed to be in default (the "Defaulting Subject Members").

- 4.2.2 In addition, for any Receiver's Claim in respect of which the Receiver did not receive a Notice of Dispute by the Notice of Dispute Deadline or payment of the amount set out in the applicable Settlement Offer by the Acceptance of Settlement Deadline (each an "Undefended Claim"), the Defaulting Subject Member should be deemed to admit the truth of all allegations of fact made in the applicable Undefended Claim, including the amount(s) owing by them.
- 4.2.3 The Collection Plan Orders provide that, upon satisfying the Claims Officer that Claims Packages were duly served on the Defaulting Subject Members, the Receiver shall be entitled to default judgment against the Defaulting Subject Members in the amounts set out in the Undefended Claims.
- 4.2.4 Pursuant to the Collection Plan Orders, the Receiver provided the Claims Officer with the account information for the vast majority of the Undefended Claims in order for the Claims Officer to prepare Default Judgment Reports setting out his recommendations as to the quantum of any default judgments to be issued in respect of the Undefended Claims. The number and total value of the Undefended Claims ultimately referred to the Claims Officer were 1,370 claims totaling \$14,290,193.96 for the Hills Association and 574 claims totaling \$7,232,899.98 for the Ridge Association.
- 4.2.5 On December 3, 2021, the Claims Officer prepared Default Judgment Reports setting out his recommendations regarding the Undefended Claims that had been referred to the Claims Officer as at that date. The Claims Officer reported that it was satisfied, upon reviewing the Undefended Claims referred by the Receiver, along with supporting information, that the Claims Packages had been duly served and no responses had been received. The Claims Officer therefore recommended that default judgments be issued against the Subject Members in respect of the Undefended Claims.
- 4.2.6 The Collection Plan Orders provide, among other things, that the Receiver shall be entitled to omnibus default judgments against the Defaulting Subject Members, in the amounts set out in the Default Judgment Reports and that the Receiver shall be entitled to set-off such amounts against any distributions to which the Defaulting Subject Members might otherwise be entitled.
- 4.2.7 The forms of judgments to be approved at Schedule "B" to the Omnibus Default Judgment Orders provide for post-judgment interest at the rates of 20% for the Hills Association and 30% for the Ridge Association judgments, which rates reflect the interest rates set by the Associations' boards in accordance with the TSAs.
- 4.2.8 The Receiver is therefore seeking the Omnibus Default Judgment Orders in connection with Defaulting Subject Members detailed in the Default Judgment Reports. The amounts subject to the Omnibus Default Judgment Orders total \$14,290,193.96 for the Hills Association and \$7,232,899.98 for the Ridge Association.

4.2.9 The Undefended Claims ultimately not referred to the Claims Officer, in part or in whole, total approximately \$281,747 for the Hills Association and \$54,955 for the Ridge Association. These Undefended Claims pertain to Subject Members who:

- i) are insolvent;
- ii) have claimed hardship;
- iii) received a Receiver's Claim Schedule 'A' incorrectly detailing an amount lower than that actually owed; or
- iv) have accounts with multiple Delinquency Fees.

4.2.10 To the extent possible, the Receiver will file a proof of claim for the Undefended Claims in the respective Subject Members insolvent estate proceedings and offset any amounts these Subject Members may be entitled to receive pursuant to the Ownership Claims Process against the Receiver's Claim made against them.

4.3 Disputed Claims

4.3.1 Notices of Dispute were filed by Owners for one-hundred sixty-four (164) delinquent accounts from the Hills Association and sixty-eight (68) delinquent accounts for the Ridge Association. The multitude of reasons for Disputed Claims is detailed in paragraph 4.2.10 of the Fifth Report.

4.3.2 Of the Notices of Dispute received, the Receiver has settled two (2) and abandoned fifteen (15) Receiver's Claims for the Hills Association and has also settled one (1) and abandoned eleven (11) Receiver's Claims for the Ridge Association. The abandoned Receiver's Claims pertain to certain accounts identified as having already settled with the Associations' collection agent.

4.3.3 There remains one-hundred forty-seven (147) Notices of Dispute totaling approximately \$1,193,000 filed against the Hills Association and fifty-six (56) Notices of Dispute totaling approximately \$535,000 filed against the Ridge Association, which remain unresolved.

4.3.4 Pursuant to the Collection Plan Orders, following the Notice of Dispute Deadline, the Receiver may file with the Claims Officer a Dispute Package in respect of any Disputed Claims it intends to pursue. Further, the Receiver is entitled to abandon any Disputed Claim, without costs, at its discretion, provided the Disputed Claim has not yet been referred to the Claims Officer.

4.3.5 The Receiver is finalizing how it will proceed with each of the unresolved Notices of Dispute. The Receiver will provide notice to the applicable Subject Member as to whether their Disputed Claim has been referred to the Claims Officer or abandoned within seven (7) days of the Disputed Claim being referred or abandoned. The Receiver maintains its ability to settle the Notices of Dispute.

4.4 Marketing for Sale of Receiver's Claims

- 4.4.1 Following the issuance of the Omnibus Default Judgment Orders and any future judgment(s) which may be issued with respect to the Claims Officer's Report pertaining to Claims Decisions, the Receiver intends to market for sale the balance owing on such Receiver's Claims after first offsetting against any distribution the applicable Subject Members may be entitled to receive pursuant to the Ownership Claims Process.

5.0 CREDITOR CLAIMS PROCESS

5.1 Claims Process Results

- 5.1.1 Pursuant to the Claims Orders, the Receiver administered the creditor claims process. The creditor claims are separate and apart from any claims of Owners. All creditor claims filed are unsecured claims. Summarized in the table below are the results of the creditor claims process:

Summary of Creditor Claims Process		
	Hills Association	Ridge Association
Number of Claims filed	7	8
Amount of Claims filed [1]	\$ 1,390,750	\$ 323,996
Amount of Net Claims filed	\$ 305,327	\$ (26,197)
Number of Claims Admitted	2	1
Amount of Claims Admitted	\$ 7,356	\$ 2,615
Number of Claims Disallowed	5	7
Amount of Claims Disallowed	\$ 1,383,394	\$ 321,381
Number of Claims Disputed	2	1
Amount of Claims Disputed	\$ 1,359,011	\$ 271,070
Number of Disputes Resolved	2	1
Amount of Disputes Admitted	\$ 1,423,245	\$ 307,592
Number of Claims Admitted	3	2
Amount of Claims Admitted	\$ 1,430,600	\$ 310,207
Less: adjusted credits	\$(1,149,541)	\$ (371,985)
Net Amount of Claims Admitted	\$ 281,059	\$ (61,778)
<u>Note:</u>		
[1] excludes credits applied against claim by claimant.		

- 5.1.2 In total, seven (7) proofs of claim totaling approximately \$1,391,000 were filed against the Hills Association while eight (8) proofs of claim totaling approximately \$324,000 were filed against the Ridge Association on or before the claims bar date of April 15, 2021. One claimant, Carriage Hills Hospitality Inc. ("CHHI"), included credits of approximately \$1,085,000 and \$350,000 in their initial claim submissions against the Hills Association and the Ridge Association, respectively. CHHI's claims arose in connection with its contracts with the Associations to administer and run the Resorts.
- 5.1.3 The Receiver assessed each proof of claim filed and admitted two (2) claims totaling \$7,356 filed against the Hills Association and one (1) claim totaling \$2,615 filed against the Ridge Association. The Receiver has issued distributions to these parties pursuant to Court Orders dated August 18, 2021.
- 5.1.4 The Receiver issued disallowance notices in respect of five (5) claims totaling approximately \$1,383,000 filed against the Hills Association and seven (7) claims totaling approximately \$321,000 filed against the Ridge Association.

- 5.1.5 Dispute notices were filed by two (2) claimants: (i) Wells Fargo Equipment Finance Company, which subsequently withdrew their dispute against the Hills Association; and (ii) CHHI in the approximate amount of \$1,334,000 and \$271,000 against the Hills Association and the Ridge Association, respectively.
- 5.1.6 The Receiver and CHHI have consensually resolved the CHHI disputes, which resolutions included adjustments to both the CHHI disputed claim and credit amounts against the Associations, resulting in the Receiver admitting a net claim in the amount of \$273,703.46 against the Hills Association (the "CHHI Hills Claim") while admitting a net claim with a credit (i.e. refund) of \$64,393.19 for the Ridge Association (the "CHHI Ridge Claim").
- 5.1.7 As the CHHI Ridge Claim results in a refund owing from CHHI to the Ridge Association, CHHI has provided the Receiver with a direction to pay \$64,393.19 from the distribution available to CHHI in respect of the admitted CHHI Hills Claim against the Hills Association to the Ridge Association in satisfaction of the indebtedness owing from CHHI to the Ridge Association. The balance of the CHHI Hills Claim, being \$209,310.27, will be paid by the Receiver to CHHI from the Hills Association.
- 5.1.8 Results of the creditor claims process by claimant are detailed in the tables below:

Details of Creditor Claims Process - Hills Association										
Creditor Name	Claim Amount	Claim Credits	Net Claim	Admitted	Disallowed	Disputed	Resolved Disputes	Resolved Dispute Credits	Net Claim Admitted	
Miller Waste Systems Inc.	\$ 3,390	\$ -	\$ 3,390	\$ -	\$ 3,390	\$ -	\$ -	\$ -	\$ -	\$ -
Hydro One Networks Inc.	14,585	-	14,585	-	14,585	-	-	-	-	-
Bell Canada	6,807	-	6,807	6,807	-	-	-	-	-	6,807
Bell Mobility	549	-	549	549	-	-	-	-	-	549
Goldman Sloan Nash & Haber LLP	6,407	-	6,407	-	6,407	-	-	-	-	-
Carriage Hills Hospitality Inc.	1,333,878	(1,085,423)	248,455	-	1,333,878	1,333,878	1,423,245	(1,149,541)	-	273,703
Wells Fargo Equipment Finance	25,133	-	25,133	-	25,133	25,133	-	-	-	-
Total	\$ 1,390,750	\$ (1,085,423)	\$ 305,327	\$ 7,356	\$ 1,383,394	\$ 1,359,011	\$ 1,423,245	\$ (1,149,541)	\$	\$ 281,059

Details of Creditor Claims Process - Ridge Association										
Creditor Name	Claim Amount	Claim Credits	Net Claim	Admitted	Disallowed	Disputed	Resolved Disputes	Resolved Dispute Credits	Net Claim Admitted	
Miller Waste Systems Inc.	\$ 3,390	\$ -	\$ 3,390	\$ -	\$ 3,390	\$ -	\$ -	\$ -	\$ -	\$ -
Hydro One Networks Inc.	13,880	-	13,880	-	13,880	-	-	-	-	-
Grand and Toy	219	-	219	-	219	-	-	-	-	-
Orkin Canada	313	-	313	-	313	-	-	-	-	-
Wallwin Electric Services Limited	26,102	-	26,102	-	26,102	-	-	-	-	-
Bell Canada	2,615	-	2,615	2,615	-	-	-	-	-	2,615
Goldman Sloan Nash & Haber LLP	6,407	-	6,407	-	6,407	-	-	-	-	-
Carriage Hills Hospitality Inc.	271,070	(350,193)	(79,123)	-	271,070	271,070	307,592	(371,985)	-	(64,393)
Total	\$ 323,996	\$ (350,193)	\$ (26,197)	\$ 2,615	\$ 321,381	\$ 271,070	\$ 307,592	\$ (371,985)	\$	\$ (61,778)

- 5.1.9 The Receiver requests approval to make a distribution to CHHI on account of the CHHI Hills Claim from the Hills Association and pay therefrom the CHHI Ridge Claim to the Ridge Association.

6.0 OWNERSHIP CLAIMS PROCESS

6.1 Ownership & Distribution Issues

- 6.1.1 Terms not defined in this section shall have the meaning ascribed to them in the Ownership Claims Process Orders unless otherwise noted.
- 6.1.2 As detailed in prior Receiver's Reports, the Receiver has identified a number of issues with the Associations' records, including not having complete, current and accurate ownership records which include the contact information for all Owners. The reconciliation process conducted by the Receiver uncovered that there may actually be 20,522 Owners of 12,043 Intervals (by count) for the Hills Association and 9,191 Owners of 5,365 Intervals (by count) for the Ridge Association. The Equiant records only provided a maximum of two Owner names whereas the title review uncovered that certain Intervals had additional Owners for which the Receiver has no contact information. As a result, the Receiver is not confident that it has confirmed contact information for approximately 49% of Owners.
- 6.1.3 Before any distributions from the Property recoveries can be made, the Receiver must conduct an ownership claims process to determine the correct parties for distribution purposes (the "Ownership Claims Process") as the Receiver must satisfy itself and the Court that stakeholders receive their appropriate entitlements. In order to make the process easy for Owners, the Receiver proposes to conduct a reverse claims process whereby each Owner having a reconciled interest in the Real Property will be provided with a statement of what the Receiver believes to be their ownership interest. Each Owner will have a positive onus to acknowledge or request an amendment of that information. If an Owner does nothing, they will not be entitled to any distribution from the estates of the Applicants.
- 6.1.4 The Receiver believes that such a reverse claims process with a positive onus on Owners will allow for the most effective distribution process. As the Receiver is aware that thousands of the addresses it has are not accurate or current, if there was no positive onus on Owners to respond, distributions would be sent to inaccurate address and make for a very ineffective and burdensome distribution. Thousands of cheques would be returned causing the Receiver to incur additional time and costs to administer the distributions which would hold up getting the funds into the hands of those who are entitled to them. It is the Receiver's goal to obtain as much accurate and up-to-date information that it can prior to the distribution stage.
- 6.1.5 In the case of the small number of unreconciled ownership interests, those potential claimants will be required to provide information and documentation to substantiate their ownership interests by way of an Owner Proof of Claim.

- 6.1.6 Certain Owner's interests in the Real Property are subject to a mortgage in favour of CHHI, as Mortgagee. The Receiver has reviewed the mortgages registered on title and has reconciled those records with the records provided by the Mortgagee. As part of the proposed Ownership Claims Process, the Receiver proposes to confirm the amount owed by each relevant Owner to the Mortgagee. The Receiver requires this information for distribution purposes and believes that the most effective way to confirm same is in conjunction with the Ownership Claims Process. The Receiver cannot distribute funds to an Owner in the face of a valid mortgage unless and until that mortgage is satisfied. The Receiver believes that it is appropriate to give Owners an opportunity to dispute the amounts claimed by the Mortgagee instead of simply accepting the mortgage statements prepared by the Mortgagee.
- 6.1.7 The process proposed by the Receiver requires an Owner to submit a dispute of the mortgage information provided to the Receiver by the Mortgagee if they disagree with same. In the event that the Owner does not dispute the mortgage amount owing, they are not required to do anything further with respect to the mortgage and they will be deemed to have accepted same for distribution purposes.
- 6.1.8 To assist with the development and administration of the Ownership Claims Process, the Receiver assessed proposals from two third-party service providers, Prime Clerk LLC ("Prime Clerk") and Epiq Class Action Services Canada, Inc. Both are experienced in administering large claims processes. The Receiver also assessed its own ability to administer the claims process. The Receiver has determined Prime Clerk to be the timeliest and most cost-efficient administrative solution to assist the Receiver with the Ownership Claims Process. Prime Clerk has extensive experience with administering large claims processes and experienced staff trained in dealing with inquires from claimants. The Receiver has retained the services of Prime Clerk pursuant to an engagement agreement dated October 20, 2021, a copy of which is attached hereto as Appendix 'G'.

6.2 Owner Outreach

- 6.2.1 Since the Associations' ownership records are incomplete or potentially inaccurate, throughout this proceeding and the Administration, BDO as Administrator and then as Receiver, has attempted to obtain up-to-date information from Owners. Unfortunately, the response to these efforts has not been as robust as the Receiver had hoped and consequently, the Receiver still has no confirmed contact particulars for approximately 49% of Owners. As a result, the Receiver, through Prime Clerk, is in the process of conducting an outreach to Owners (the "Owners Outreach") in an attempt to obtain the contact information for Owners prior to the commencement of the Ownership Claims Process. It is the Receiver's hope that the Owners Outreach will help to streamline the Ownership Claims Process and effect a more timely distribution.

- 6.2.2 Prime Clerk has developed an Owner Outreach online portal (the "Outreach Portal") to facilitate the collection of responses via an online and paper contact form (the "Contact Form"). The Contact Form seeks to obtain information to assist the Receiver in preparing and issuing Owner Packages in the Ownership Claims Process, including:
- a) Owner contact information, which may require the production of government issued identification to verify such information;
 - b) Details of each intervals co-Owners, to the extent known by Owners; and
 - c) Contact information for all additional co-Owners.
- 6.2.3 On November 18-22, 2021, Prime Clerk sent a notice and instruction letter (the "Outreach Notice") via email to those Owners for which the Receiver had a valid email address and via ordinary mail to all Owners for which it only had valid mailing addresses. Copies of the Outreach Notices for the Hills Association and the Ridge Association are attached hereto as Appendix 'H' and Appendix 'I'. Parties will have until December 30, 2021 to complete the Contact Form in the online portal or by return mail.
- 6.2.4 As the Receiver had previously contacted Owners via regular mail and received undeliverable mailings for 2,008 Owners, Prime Clerk did not send an Outreach Notice to these undeliverable addresses.
- 6.2.5 Prior to the commencement of the Owner Outreach, the Receiver posted to its case website and sent via email to all Owners for which it has email addresses, the FAQ which, among other things, explained the Owner Outreach. A copy of the FAQ is attached as Appendix 'J'. Prime Clerk has also been fielding questions from Owners with regards to the Owner Outreach and assisting Owners with how to complete the contact form in the Outreach Portal.
- 6.2.6 The Receiver has been informed by Prime Clerk that it has been advised by several Owners that a Facebook group has warned Owners not to participate in the Owner Outreach. The Receiver, Prime Clerk and the Outreach Notice have attempted to make it clear to Owners that they will not be able to participate in the Owner Claims Process and share in any distribution if the Receiver does not have their valid contact particulars. Advising Owners not to provide their proper contact particulars to Prime Clerk is a direct interference with the process put in place by the Receiver for the benefit of all Owners. The Receiver is hopeful that any such interference will cease imminently.

6.3 Ownership Claims Process

- 6.3.1 The Receiver, with the assistance of Prime Clerk, is in the process of developing an online claims portal to facilitate the efficient administration of

the Ownership Claims Process. The information collected will ultimately be used to administer distributions to Owners.

- 6.3.2 The Receiver has attempted to engage the Canada Revenue Agency (“CRA”) and Department of Justice (“DOJ”) with regard to issues pursuant to s. 116 of the *Income Tax Act* (the “ITA”) for non-residents of Canada. Unfortunately, CRA advises that it would be difficult to make an advance determination whether the ITA statutory requirements would be met based on the Receiver’s proposal to have each Owner make a declaration as to their residency status for tax purposes. Further CRA advises that it takes no position on the Ownership Claims Process or remittance process proposed by the Receiver. Attached hereto as Appendix ‘K’ is a letter received from the DOJ on October 29, 2021. In order to proceed with a distribution to Owners, a process satisfactory to the Receiver and the Court will be sought at a later date on notice to CRA.
- 6.3.3 The Receiver has also sought input from counsel for stakeholders who have been attending these proceedings regarding the Ownership Claims Process. The responses received at the time of filing this Report are attached as Appendix ‘L’ and Appendix ‘M’.

Ownership Claims Process Timetable

- 6.3.4 The proposed Ownership Claims Process is described in detail below. The key dates are summarized in the following table:

Event	Per Ownership Claims Process Orders	Date
Court Approval		December 15, 2021
Publication of Public Notice to Claimants in National Newspaper		On or before January 14, 2022
Publication of Ownership Claims Process Orders on Receiver’s case website, the Association’ websites and Owner social media websites	The Receiver shall request those Owners maintaining social media websites for the purpose of facilitating information post to their social media websites	On or before January 14, 2022
Mailing of Owner Packages		No later than January 24, 2022
Mailing of Mortgage Packages		No later than January 24, 2022
Claims Bar Date	The Receiver may extend the date generally or in individual cases	April 11, 2022
Notice of Revision or Disallowance	To be issued by the Receiver where a Request for Amendment or Proof of Claim submission is revised or disallowed	No date set
Notice of Dispute	To be filed by the Claimant no later than 5:00pm (Toronto time) on the day which is thirty (30) days after delivery of the Notice of Revision or Disallowance	
Hearing to resolve Notices of Dispute		No date set

Notice Provisions

6.3.5 Pursuant to the proposed Ownership Claims Process Orders, the Receiver will:

- i) on or before January 14, 2022 post copies of the Ownership Claims Process Orders (together with their schedules) on the Receiver's case website and the websites of the Associations;
- ii) request that Owners maintaining social media websites for the purpose of facilitating information in respect of these proceedings, post copies of the Ownership Claims Process Orders (together with their schedules) on such social media websites on or before January 14, 2022;
- iii) on or before January 14, 2022 post the Public Notice to Claimants in a national newspaper in Canada which, at the Receiver's discretion is deemed appropriate. The notice will call for Claims from Owners and provide instructions describing how to access the Claims Portal in order to participate in the Ownership Claims Process; and
- iv) deliver as soon as possible, a copy of the Claims Package to any Person claiming to be an Owner and requesting such material, provided that such request is received prior to the Claims Bar Date.

Owner Package

6.3.6 The Claims Agent will, by no later than January 24, 2022, send an Owner Package via email to every Owner that has provided a working email address and to every other Owner that has not provided a working email address by regular mail to the last address known to the Receiver. The Claims Agent will not be required to send an Owner Package to an address which has been proven to be inaccurate by way of previously returned mail during these proceedings.

6.3.7 The Owner Package will include the following documents, all of which are attached hereto as Appendix 'N':

- i) a Notice to Owners, containing login identification to be used in the Claims Portal;
- ii) an Acknowledgment Form Instruction Letter to assist in the completion of the required documents;
- iii) a pre-populated Acknowledgement Form outlining the Owner's interest in the Real Property based on the records available to the Receiver (the "Owner Information"); and
- iv) a Request for Amendment to permit Owners to request a correction of any information they believe to be inaccurate.

- 6.3.8 Each Owner is required to confirm or dispute the Owner Information in order to be eligible for a distribution from the Associations' estates. Any Owner who disagrees with the Owner Information must complete a Request for Amendment in the Claims Portal or in writing and provide all supporting documentation to the Claims Agent.
- 6.3.9 Each Owner is obligated to provide any missing or incorrect Owner Information and the names and addresses of all other Owners of the subject Interval to the extent known as soon as possible after receipt of the Notice to Owners so that they may also be sent an Owner Package.
- 6.3.10 As a result of the potential taxes payable on a distribution from the proceeds of the sale of real property to a non-resident, each Owner is required to make a declaration of residency for tax purposes in order to be eligible for a distribution from the Associations' estates.
- 6.3.11 The Receiver will review and consider any Request for Amendment received from an Owner and may accept the amendments requested, or revise or disallow them by way of a Notice of Revision or Disallowance.
- 6.3.12 The vast majority of the ownership interests in the Real Property are held as tenants in common. In order to ease the burden of the administration of the distribution process, the Receiver is requesting that each Owner's interest in the Real Property be treated as if it were held as tenants in common and each Owner of a partial or whole interest in an Interval be required to individually confirm or dispute their interest.
- 6.3.13 Unless an Owner takes a positive step to confirm the Owner Information or Request for Amendment in the Claims Portal or in writing on or before the Claims Bar Date, such Owner will not be eligible for a distribution from the Associations' estate.
- 6.3.14 In the event that the Owner Information is confirmed, it will be final and binding on the Owner, and may be relied upon by the Receiver in valuing the Owner Claim for all purposes, and the Owner will be barred from making any Claim inconsistent with the information contained in the Owner Information.

Mortgage Package

- 6.3.15 No later than January 24, 2022, the Claims Agent will send a Mortgage Package via email to every Owner (reconciled and unreconciled) with an outstanding mortgage that has provided a working email address and to every other Owner with an outstanding mortgage that has not provided a working email address by regular mail to the last address known to the Receiver.
- 6.3.16 A Mortgage Package will include the following documents, all of which are attached hereto as Appendix 'O':
- i) a pre-populated Mortgage Information statement detailing any amounts outstanding to the Mortgagee; and

- ii) a Mortgage Amendment form permitting an Owner to request a correction of any information they believe to be inaccurate.

6.3.17 The Mortgage Information will be deemed to be confirmed in all respects by the Owner unless the Owner elects to complete a Request for Mortgage Amendment in the Claims Portal or in writing and provides all supporting documentation which, in turn shall be provided to the Mortgagee with a copy to the Receiver.

6.3.18 Unless a Request for Mortgage Amendment is completed in the Claims Portal or delivered to the Claims Agent on or before the Claims Bar Date, the Mortgage Information will be final and binding on the Owner, and may be relied upon by the Receiver for distribution purposes.

Proofs of Claim

6.3.19 Any party believing itself to be an Owner, other than those entitled to receive a Notice to Owners, is required to file an Owner Proof of Claim with the Claims Agent in the Claims Portal or in writing by the Claims Bar Date. Those Owners whose interests could not be reconciled by the Receiver will receive a Claims Package containing, inter alia, an Owner Proof of Claim form and Owner Proof of Claim - Instruction Letter. Such claimant will be required to complete the Owner Proof of Claim form in the Claims Portal or in writing and provide all of the necessary documentation to support their claim such that it is received by the Claims Bar Date.

6.3.20 Any Owner who wishes to assert a Claim on the basis of facts and circumstances other than those set out in the Owner Information or a Request for Amendment (e.g. a claim for damages) is required to file an Additional Proof of Claim. Only an Owner may file an Additional Proof of Claim and such Owner must provide sufficient documentation to the Claims Agent to support their additional claim so that it is received by the Claims Bar Date.

Claims Bar

6.3.21 All Acknowledgments, Requests for Amendment, Proofs of Claim and Mortgage Amendments must be completed in the Claims Portal or delivered in writing by an Owner by ordinary mail, courier, personal delivery or electronic or digital transmission so that it is actually received by the Claims Agent by the Claims Bar Date, being 5:00 pm (Toronto time) on April 11, 2022, or such later date as the Receiver may agree in writing or the Court may order.

6.3.22 Any Claimant who does not confirm the Owner Information, deliver a Request for Amendment or deliver a Proof of Claim, together with supporting documentation in respect of such Claim, on or before the Claims Bar Date:

- i) shall be forever barred from asserting or enforcing any Claim against the Associations and all such Claims shall be forever extinguished;

- ii) shall not be entitled to receive any distribution from the Associations' estate; and
- iii) shall not be entitled to any further notice and shall not be entitled to participate as a creditor in, these Proceedings.

6.3.23 The Receiver may, at its sole discretion, extend the Claims Bar Date generally or in individual cases. If the Claims Bar Date is extended generally, the Receiver will post a notice of the extension on its case website.

Resolution of Claims

6.3.24 At any time, the Receiver may:

- i) Request additional information with respect to any Claim and may request that an Owner file a revised Request for Amendment or Proof of Claim;
- ii) Attempt to consensually resolve any Request for Amendment or Proof of Claim; or
- iii) Revise or disallow a Claim.

6.3.25 Where a Claim has been accepted by the Receiver, it will constitute a Proven Claim for the purposes of the Claims Process.

6.3.26 Where a Claim is revised or disallowed, the Claims Agent will deliver a Notice of Revision or Disallowance to the Claimant and provide the form of Dispute Notice.

6.3.27 Any Claimant who intends to dispute a Notice of Revision or Disallowance is required to deliver a Dispute Notice to the Claims Agent in accordance with the terms of the Ownership Claims Process Order so that it is received no later than 5:00 p.m. (Toronto time) on the day which is thirty (30) days after the date of the Notice of Revision or Disallowance or such later date as the Receiver may agree to in writing or the Court may order. Once a Dispute Notice is received, the Receiver may attempt to resolve and settle a disputed Claim with the Claimant.

6.3.28 If a Claimant fails to properly deliver a Dispute Notice, the amount of such Claimant's Claim will be deemed to be the amount set out in the Notice of Revision or Disallowance.

6.3.29 The Ownership Claim Process Order does not provide for a process to adjudicate disputed claims. It is the Receiver's opinion that such a process should only be devised once the nature and quantum of the disputes is determined so that an appropriate mechanism may be proposed to this Court for approval.

Deceased/Incapacitated Owners

- 6.3.30 If an Owner is deceased, it is proposed that the Receiver may accept a Claim on such deceased Owner's behalf from the duly appointed legal representative or estate trustee of such deceased Owner.
- 6.3.31 If an Owner has become incapacitated, and no legal representative has been appointed or otherwise has authority to act on behalf of such Owner, it is proposed that the Receiver will have the discretion to allow such Owner's surviving spouse, survivor, or next-of-kin to act on such Owner's behalf.
- 6.3.32 Before allowing a Person to act on behalf of a deceased or incapacitated Owner, the Receiver may require the Person to execute a statutory declaration or provide some other similar form of document confirming the Person's relationship to the deceased or incapacitated Owner.
- 6.3.33 The Receiver seeks approval and authorization from the Court to implement the Ownership Claims Process.

7.0 INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

7.1 Interim R&D

- 7.1.1 A copy of the Receiver's Interim R&D for the Hills Association and the Ridge Association is attached hereto as Appendix 'P' and Appendix 'Q', respectively. As presented therein, as at November 26, 2021 the Receiver held \$41,040,357.71 and \$19,920,906.40 in trust for the Hills Association and the Ridge Association, respectively.
- 7.1.2 Of these amounts, the Receiver has invested \$40.9 million and \$19.8 million from the Hills Association and the Ridge Association, respectively, in one (1) year prime-linked cashable guaranteed investment certificates issued by the Royal Bank of Canada at an annualized interest rate as of the date of investment of 0.45% (the "GICs"). The Receiver will draw from the GICs on a periodic basis to fund costs associated with these proceedings. The Receiver seeks approval of the Interim R&Ds.
- 7.1.3 The Interim R&D's for the Associations include certain pre-receivership expenses that the Receiver, pursuant to Court Order, allowed to clear the Associations' accounts with the Bank of Nova Scotia and certain other pre-receivership expense accruals, which were paid directly by the Receiver.

8.0 OTHER MATTERS

8.1 Owner Refunds

- 8.1.1 The Associations' records report that certain Owners are owed refunds for a variety of reasons, including the prepayment of 2021 fees, the overpayment of annual dues or fees in prior periods and adjustments made to reverse incorrect payment applications to Owner accounts.
- 8.1.2 Shortly prior to these Receivership proceedings, the Resorts' former manager issued refunds to a number of Owners who, although never invoiced, prepaid fees with respect to 2021 annual dues. In certain of these cases, the Owners did not receive the issued refunds resulting in the funds remaining in the Associations' bank account for more than six (6) months, rendering them non-negotiable. These stale-dated refund cheques have been cancelled by the Receiver. The Receiver intends to re-issue refund cheques, totalling approximately \$16,000 to the Owners whose cheques were not deposited before going stale.
- 8.1.3 There were also instances where Owners prepaid 2021 amounts directly to the Resorts' former manager, which amounts totaled approximately \$9,000 and were not transferred to Associations. The Receiver has requested Wyndham to refund those Owners or provide the funds to Receiver who will facilitate refunds to the impacted Owners.
- 8.1.4 In cases where the Receiver has determined Owners are owed a refund due to the overpayment of prior years annual fees or due to incorrect payment application to Owner accounts, which amounts total approximately \$10,000, the Receiver intends to add any such refund owing to that Owner's respective distribution.

8.2 Personal Injury Lawsuits

- 8.2.1 In or around June 2021, the Receiver received a Statement of Defense and Crossclaim of Defendant wherein Carriage Hills Resort Corporation was named as one of the defendants in a personal injury lawsuit brought forth by Karen Spenuk (the "Spenuk Lawsuit").
- 8.2.2 In or around July 2021, the Receiver received a Statement of Claim wherein the Hills Resort was named as a defendant in a personal injury lawsuit brought forth by Charles Bruce Stewart (the "Stewart Lawsuit" and together with the Spenuk Lawsuit, the "Lawsuits") claiming, among other things general damages in the amount of \$500,000 and special damages in the amount of \$500,000.
- 8.2.3 The Receiver provided the information it received with regards to the Lawsuits to Wyndham's counsel so that insurance coverage could be confirmed from policies of insurance in place at the time of the alleged incidents. The insurer,

AIG Insurance Company of Canada ("AIG"), confirms AIG is defending against the Lawsuits and there is no indication that the Lawsuits will approach policy coverage limits.

8.3 Financial Statements

- 8.3.1 Powell Jones is in the process of completing their independent reviews of the 2020 financial statements, the completion and issuance of which was delayed until the resolution of the CHHI claims. The Receiver will post the 2020 financial statements to the Receiver's cash website as soon as practicable after the issuance of the statements. The Receiver will send an email communication to Owners for which it has email addresses informing the Owners how to access the statements once available.

8.4 Association HST Refunds

- 8.4.1 Upon the issuance of the 2020 financial statements, the Receiver will prepare filings for submission to CRA with the intention of recovering the HST previously remitted to CRA for uncollectible delinquent accounts ("HST Refund Returns"). The Receiver anticipates the HST Refund Returns, which are subject to review and audit by CRA, may exceed \$900,000 and \$450,000 for the Hills Association and the Ridge Association, respectively. It is anticipated that the HST Refund Returns will be submitted to CRA early in calendar 2022.

9.0 PROFESSIONAL FEES

9.1 Receiver and Counsel

- 9.1.1 The fees and disbursements of the Receiver for the period July 1, 2021, to October 31, 2021, are detailed in the affidavit of Matthew Marchand, sworn November 25, 2021, attached hereto as Appendix 'R'.
- 9.1.2 The Receiver's fees for the period July 1, 2021, to October 31, 2021 encompass 828.45 hours at an average hourly rate of approximately \$364.99, for a total of \$302,376.00, prior to disbursements of \$1,608.79 and applicable taxes of \$39,518.03. The Receiver is requesting that the Court approve its total fees and disbursements, inclusive of applicable taxes, in the amount of \$343,502.82.
- 9.1.3 The fees and disbursements of the Receiver's counsel A&B for the period July 1, 2021 to October 31, 2021 are detailed in the affidavit of Sam Babe, sworn December 3, 2021 attached hereto as Appendix 'S'. The fees of A&B for the period encompass 199 hours at an average hourly rate of approximately \$579.67, for a total of \$115,876.50 prior to disbursements of \$1,541.32 and applicable taxes of \$15,181.13. The Receiver is requesting that the Court approve A&B's total fees and disbursements, inclusive of taxes, in the amount of \$132,598.95.
- 9.1.4 The fees and disbursements of the Receiver's special counsel TGF for the period July 1, 2021 to November 30, 2021 are detailed in the affidavit of Leanne Williams, sworn December 3, 2021 attached as Appendix 'T'. The fees of TGF for the period encompass 280.9 hours at an average hourly rate of \$532.30, for a total of \$130,082.50 prior to disbursements of \$2,241.17 and applicable taxes of \$17,197.93. The Receiver is requesting that the Court approve TGF's total fees and disbursements, inclusive of taxes, in the amount of \$149,521.60.
- 9.1.5 The fees and disbursements of the Claims Officer for the period February 11, 2021 to November 18, 2021 are detailed in the affidavit of Tim Duncan, sworn November 26, 2021 attached as Appendix 'U'. The fees of the Claims Officer for the period encompass 57.7 hours at an average hourly rate of \$404.84, for a total of \$23,359.50 prior to disbursements of \$103.60 and applicable taxes of \$3,050.21. The Receiver is requesting that the Court approve the Claims Officer's total fees and disbursements, inclusive of taxes, in the amount of \$26,513.31.
- 9.1.6 As has been the practice to date, and as has been approved in previous orders, the Receiver will allocate the professional fees 69% to the Hills Association and 31% to the Ridge Association.

10.0 RECOMMENDATIONS

10.1 The Receiver requests that the Court grant:

- a) the Omnibus Default Judgment Orders;
- b) the Owners Claims Process Orders; and
- c) the Ancillary Orders.

All of which is respectfully submitted this 3rd day of December, 2021.

BDO CANADA LIMITED RECEIVER OF
CARRIAGE HILLS VACATION OWNERS ASSOCIATION &
CARRIAGE RIDGE OWNERS ASSOCIATION
and without personal or corporate liability



Per: Matthew Marchand, CPA, CMA, CIRP, LIT
Senior Vice President

TAB 2A

Court File No. CV-20-00640265-00CL

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

THE HONOURABLE MADAM	)	FRIDAY, THE 11TH
)	
JUSTICE CONWAY	)	DAY OF DECEMBER, 2020

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF **CARRIAGE HILLS VACATION
OWNERS ASSOCIATION** (the “**Applicant**”)

AMENDED AND RESTATED APPOINTMENT ORDER

THIS MOTION made by the Applicant for an Order, *inter alia*, amending, expanding and confirming the powers of BDO Canada Limited (“**BDO**”) in respect of Carriage Hills Vacation Owners Association (“**Carriage Hills**”) and the Carriage Hills timeshare resort (the “**Carriage Hills Resort**”) pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”), was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Motion Record of the Applicant dated December 1, 2020 (the “**Motion Record**”), the Third Report of the Administrator dated December 1, 2020, and the appendices thereto, and on hearing the submissions of counsel for the Applicant, counsel for the Administrator, counsel for Lori Smith, Karen Levins and Bruce Fleming, counsel for Wyndham Destinations, Christopher Diana on behalf of himself, Darren Chapelle on behalf of himself and Martin Ginsberman on behalf of himself, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of Derek Harland sworn December 3, 2020, filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record is hereby validated so that this Motion is properly returnable today and further service thereof is hereby dispensed with.

EFFECTIVE TIME

2. **THIS COURT ORDERS** that this Order and all of its provisions shall be effective as of 12:01 a.m. Eastern Time on January 6, 2021.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to section 101 of the CJA, BDO is hereby appointed Receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Carriage Hills and the Carriage Hills Resort acquired for, or used in relation to the business carried on by Carriage Hills, including all proceeds thereof (the “**Property**”) and all the lands and premises on which Carriage Hills operates the Carriage Hills Resort, legally described in Schedule “A” hereto, collectively owned by the members of Carriage Hills (the “**Members**”) as tenants-in-common, as recorded in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) (collectively, the “**Lands**”) (the Property and the Lands, including all proceeds thereof collectively, the “**Resort Assets**”).

RECEIVER’S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Resort Assets and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Resort Assets and any and all proceeds, receipts and disbursements arising out of or from the Resort Assets;
- (b) to receive, preserve, and protect the Resort Assets, or any part or parts thereof, including, but not limited to, the changing of locks and security

codes, the relocating of the Resort Assets to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage (including without limitation, property, general liability and vehicular insurance) as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of Carriage Hills, including the power to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of Carriage Hills;
- (d) to engage or retain consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of Carriage Hills or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to Carriage Hills and to exercise all remedies of Carriage Hills in collecting such monies, including, without limitation, to enforce any security held by Carriage Hills;
- (g) to settle, extend or compromise any indebtedness owing to Carriage Hills;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Resort Assets, whether in the Receiver's name or in the name and on behalf of Carriage Hills, for any purpose pursuant to this Order;

- (i) to undertake environmental or workers' health and safety assessments of the Resort Assets;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to Carriage Hills, the Resort Assets or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Resort Assets, including advertising and soliciting offers in respect of the Resort Assets or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Resort Assets, or any part or parts thereof, outside of the ordinary course of business with the approval of this Court and in such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Resort Assets or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Resort Assets;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Resort Assets and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Resort Assets against title to any of the Lands;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of Carriage Hills;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of Carriage Hills, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by Carriage Hills;
- (r) to exercise any shareholder, partnership, joint venture or other rights which Carriage Hills may have; and
- (s) 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 Carriage Hills, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) Carriage Hills, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Resort Assets to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or

affairs of Carriage Hills, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

8. **THIS COURT ORDERS AND DIRECTS** the Land Registrar for the Township of Oro to register a copy of this Order against title to the Lands upon request by the Receiver.

NO PROCEEDINGS AGAINST THE RECEIVER

9. **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 CARRIAGE HILLS OR THE RESORT ASSETS

10. **THIS COURT ORDERS** that no Proceeding against or in respect of Carriage Hills, the Resort Assets 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 Carriage Hills or the Resort Assets are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against Carriage Hills, the Receiver, or affecting the Resort Assets, 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 *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and further provided that nothing in this paragraph shall: (i) empower the Receiver or Carriage Hills to carry on any business which Carriage Hills is not lawfully entitled to carry on, (ii) exempt the Receiver or Carriage Hills 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

12. **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 Carriage Hills, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with Carriage Hills 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 Carriage Hills 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 Carriage Hills' 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 Carriage Hills 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

14. **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 Resort Assets 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

15. **THIS COURT ORDERS** that the Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Resort Assets and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Resort Assets (each, a "**Sale**"). Each prospective purchaser or

bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any of the Resort Assets shall be entitled to continue to use the personal information provided to it, and related to the Resort Assets purchased, in a manner which is in all material respects identical to the prior use of such information by Carriage Hills, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **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 Resort Assets 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 Resort Assets within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. **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

19. **THIS COURT ORDERS** that the Receiver, counsel and special counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver, counsel and special counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Resort Assets, 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 Resort Assets 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.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel and special counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel and special counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel or special counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. **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 \$2,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Resort Assets 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.

23. **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.

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

25. **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.

GENERAL

26. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

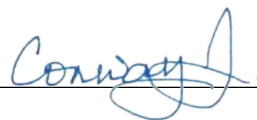
28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of Carriage Hills.

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this

Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

SCHEDULE "A"
DESCRIPTION OF LANDS

Parcel 1-16 Section 51-Oro-3

SUBJECT TO an easement over Part of Lots 2 and 3 Concession 4, Township of Oro, Part 5 Plan 51r-26764 as set out in Instrument Number 323091 in favour of Part of Lot 2 Concession 4, Township of Oro, designated as Parts 11, 12, 13 and 14 on Plan 51r-26764 being Parcel 1-17 Section 51-Oro-3, and, in favour of Part of Lot 2 Concession 4, Township of Oro, designated as Parts 1, 2, 3, 4, 15, 16 and 17 on Plan 51r-26764 being Parcel 1-18 Section 51-Oro-3.

TOGETHER WITH an easement over Part Lot 2 Concession 4, Township of Oro, being Part of Parcel 1-17 Section 51-Oro-3 being Part 11 Plan 51r-26764 as set out in Instrument Number 323092.

TOGETHER WITH an easement over Part of Lot 2 Concession 4, Township of Oro, being Part of Parcel 1-18 Section 51-Oro-3 being Parts 1 and 16 Plan 51r26764 as set out in Instrument Number 323093.

SCHEDULE “B”

FORM OF RECEIVER’S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that BDO Canada Limited, the receiver (the “**Receiver**”) of the assets, undertakings and properties Carriage Hills acquired for, or used in relation to the Carriage Hills Resort, including all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the 10th day of May, 2020, as amended on December 11, 2020 (the “**Order**”) made in an action having Court file number CV-20-00640265-00CL, 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 Resort Assets, 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 Resort Assets 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 Resort Assets 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__.

BDO Canada Limited, solely in its capacity
as Receiver of the Resort Assets, and not in its
personal capacity

Per: _____

Name:

Title:

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED AND IN THE MATTER OF THE
ADMINISTRATION PROCEEDINGS OF **CARRIAGE HILLS VACATION OWNERS ASSOCIATION**

Court File No.: CV-20-00640265-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AMENDED AND RESTATED
APPOINTMENT ORDER

Thornton Grout Finnigan LLP

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Fax: 416-304-1313

Lawyers for the Applicant, Carriage Hills Vacation Owners
Association

TAB 2B

Court File No. CV-20-00640266-00CL

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

THE HONOURABLE MADAM	)	FRIDAY, THE 11TH
)	
JUSTICE CONWAY	)	DAY OF DECEMBER, 2020

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF **CARRIAGE RIDGE OWNERS
ASSOCIATION** (the “**Applicant**”)

AMENDED AND RESTATED APPOINTMENT ORDER

THIS MOTION made by the Applicant for an Order, *inter alia*, amending, expanding and confirming the powers of BDO Canada Limited (“**BDO**”) in respect of Carriage Ridge Owners Association (“**Carriage Ridge**”) and the Carriage Ridge timeshare resort (the “**Carriage Ridge Resort**”) pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”), was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Motion Record of the Applicant dated December 1, 2020 (the “**Motion Record**”), the Third Report of the Administrator dated December 1, 2020, and the appendices thereto, and on hearing the submissions of counsel for the Applicant, counsel for the Administrator, counsel for Lori Smith, Karen Levins and Bruce Fleming, counsel for Wyndham Destinations, Christopher Diana on behalf of himself, Darren Chapelle on behalf of himself and Martin Ginsberman on behalf of himself, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of Derek Harland sworn December 3, 2020, filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record is hereby validated so that this Motion is properly returnable today and further service thereof is hereby dispensed with.

EFFECTIVE TIME

2. **THIS COURT ORDERS** that this Order and all of its provisions shall be effective as of 12:01 a.m. Eastern Time on January 6, 2021.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to section 101 of the CJA, BDO is hereby appointed Receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Carriage Ridge and the Carriage Ridge Resort acquired for, or used in relation to the business carried on by Carriage Ridge, including all proceeds thereof (the “**Property**”) and all the lands and premises on which Carriage Ridge operates the Carriage Ridge Resort, legally described in Schedule “A” hereto, collectively owned by the members of Carriage Ridge (the “**Members**”) as tenants-in-common, as recorded in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) (collectively, the “**Lands**”) (the Property and the Lands, including all proceeds thereof collectively, the “**Resort Assets**”).

RECEIVER’S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Resort Assets and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Resort Assets and any and all proceeds, receipts and disbursements arising out of or from the Resort Assets;
- (b) to receive, preserve, and protect the Resort Assets, or any part or parts thereof, including, but not limited to, the changing of locks and security

codes, the relocating of the Resort Assets to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage (including without limitation, property, general liability and vehicular insurance) as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of Carriage Ridge, including the power to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of Carriage Ridge;
- (d) to engage or retain consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of Carriage Ridge or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to Carriage Ridge and to exercise all remedies of Carriage Ridge in collecting such monies, including, without limitation, to enforce any security held by Carriage Ridge;
- (g) to settle, extend or compromise any indebtedness owing to Carriage Ridge;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Resort Assets, whether in the Receiver's name or in the name and on behalf of Carriage Ridge, for any purpose pursuant to this Order;

- (i) to undertake environmental or workers' health and safety assessments of the Resort Assets;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to Carriage Ridge, the Resort Assets or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Resort Assets, including advertising and soliciting offers in respect of the Resort Assets or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Resort Assets, or any part or parts thereof, outside of the ordinary course of business with the approval of this Court and in such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Resort Assets or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Resort Assets;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Resort Assets and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Resort Assets against title to any of the Lands;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of Carriage Ridge;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of Carriage Ridge, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by Carriage Ridge;
- (r) to exercise any shareholder, partnership, joint venture or other rights which Carriage Ridge may have; and
- (s) 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 Carriage Ridge, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) Carriage Ridge, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Resort Assets to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or

affairs of Carriage Ridge, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

8. **THIS COURT ORDERS AND DIRECTS** the Land Registrar for the Township of Oro to register a copy of this Order against title to the Lands upon request by the Receiver.

NO PROCEEDINGS AGAINST THE RECEIVER

9. **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 CARRIAGE RIDGE OR THE RESORT ASSETS

10. **THIS COURT ORDERS** that no Proceeding against or in respect of Carriage Ridge, the Resort Assets 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 Carriage Ridge or the Resort Assets are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against Carriage Ridge, the Receiver, or affecting the Resort Assets, 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 *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and further provided that nothing in this paragraph shall: (i) empower the Receiver or Carriage Ridge to carry on any business which Carriage Ridge is not lawfully entitled to carry on, (ii) exempt the Receiver or Carriage Ridge 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

12. **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 Carriage Ridge, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with Carriage Ridge 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 Carriage Ridge 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 Carriage Ridge'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 Carriage Ridge 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

14. **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 Resort Assets 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

15. **THIS COURT ORDERS** that the Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Resort Assets and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Resort Assets (each, a "**Sale**"). Each prospective purchaser or

bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any of the Resort Assets shall be entitled to continue to use the personal information provided to it, and related to the Resort Assets purchased, in a manner which is in all material respects identical to the prior use of such information by Carriage Ridge, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **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 Resort Assets 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 Resort Assets within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. **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

19. **THIS COURT ORDERS** that the Receiver, counsel and special counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver, counsel and special counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Resort Assets, 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 Resort Assets 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.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel and special counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel and special counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel or special counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. **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 \$2,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Resort Assets 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.

23. **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.

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

25. **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.

GENERAL

26. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of Carriage Ridge.

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this

Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"**DESCRIPTION OF LANDS**

Parcel 1-27 Section 51-Oro-3, being Part of Lots 1 and 2 Concession 3, designated as Part 1 on Plan 51r-31409 Township of Oro-Medonte

County of Simcoe.

Land Titles Division of Simcoe (No. 51)

SCHEDULE "B"

FORM OF RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that BDO Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties Carriage Ridge acquired for, or used in relation to the Carriage Ridge Resort, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 10th day of May, 2020, as amended on December 11, 2020 (the "**Order**") made in an action having Court file number CV-20-00640265-00CL, 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 Resort Assets, 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 Resort Assets 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 Resort Assets 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__.

BDO Canada Limited, solely in its capacity
as Receiver of the Resort Assets, and not in its
personal capacity

Per: _____

Name:

Title:

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED AND IN THE MATTER OF THE
ADMINISTRATION PROCEEDINGS OF **CARRIAGE RIDGE OWNERS ASSOCIATION**

Court File No.: CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AMENDED AND RESTATED
APPOINTMENT ORDER

Thornton Grout Finnigan LLP

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Lawyers for the Applicant, Carriage Ridge Owners
Association

TAB 2C

Court File No. CV-20-00640265-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM

)

TUESDAY, THE 16TH

JUSTICE CONWAY

)

DAY OF FEBRUARY, 2021

)

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF **CARRIAGE HILLS VACATION
OWNERS ASSOCIATION**



RECEIVER'S COLLECTION PLAN ORDER

THIS MOTION, made by BDO Canada Limited ("**BDO**"), in its capacity as receiver (in such capacity, the "**Receiver**") over all of the assets, properties and undertakings of Carriage Hills Vacation Owners Association (the "**Applicant**") and all the lands and premises on which the Applicant operated the Carriage Hills Resort (the "**Resort Property**"), appointed by Order of the Court with effect as of January 6, 2021 (the "**Receivership Order**"), for an Order (the "**Receiver's Collection Plan Order**") approving a procedure for the identification, quantification, and resolution of the Receiver's Claims (defined below), was heard this day via Zoom judicial video conference due to the COVID-19 pandemic

ON READING the Motion Record of the Receiver dated February 5, 2021 (the "**Motion Record**"), the First Report of the Receiver dated February 5, 2021 (the "**First Report**"), and on hearing the submissions of counsel for the Receiver, counsel for Wyndham Worldwide Corporation, and counsel for Lori Smith and Karen Levins and the submissions of Christopher Diana, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of Christine Doyle sworn February 7, 2021,

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SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service and filing of this motion is hereby validated such that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:
 - (a) **"Acceptance of Settlement Deadline"** means the date that is thirty (30) days from the Date of Service of the Claims Package;
 - (b) **"Appeal Period"** means the period that concludes on the fifteenth calendar day following the issuance of a Claims Decision in respect of a Receiver's Claim by the Claims Officer;
 - (c) **"BIA"** means the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;
 - (d) **"Business Day"** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
 - (e) **"Claims Decision(s)"** means the Claims Officer's written decision following his determination of each Disputed Claim, to be issued by the Claims Officer to the Receiver and the applicable Subject Member;
 - (f) **"Claims Officer"** means the individual appointed to act as a claims officer for the purpose of this Receiver's Collection Plan Order, as set out in paragraph 21 of this Order;
 - (g) **"Claims Officer's Report(s)"** means one or more reports prepared by the Claims Officer summarizing the Claims Decisions which are not appealed within the applicable Appeal Period;

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- (h) “**Claims Package**” means a package including the applicable Receiver’s Claim, the Notice to Subject Members, the Instruction Letter, a blank form of Notice of Dispute, and any other documentation the Receiver may deem appropriate;
- (i) “**CJA**” means the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended;
- (j) “**Comeback Date**” means the date of the Comeback Hearing or, if no Comeback Hearing is required or held, the date that is twenty (20) days following the date of this Receiver’s Collection Plan Order;
- (k) “**Comeback Hearing**” means a hearing before the Court, as described in paragraph 60 of this Order;
- (l) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (m) “**Date of Service**” means that date of effective service of a Claim Package having regard to paragraph 52 of this Order;
- (n) “**Default Judgment Report(s)**” means one or more reports prepared by the Claims Officer setting out its recommendations as to the quantum of any default judgments to be issued in respect of any Undefended Claims;
- (o) “**Defaulting Subject Member(s)**” means any Subject Member who fails to conclude a settlement by the Acceptance of Settlement Deadline and/or submit a Notice of Dispute by the Notice of Dispute Deadline;
- (p) “**Dispute Package**” means a package including the applicable Receiver’s Claim, the applicable Notice of Dispute filed by the Subject Member in respect of the Receiver’s Claim, any supporting documentation filed by the Subject Member, and ancillary documentation;
- (q) “**Disputed Claim(s)**” means a Receiver’s Claim in respect of which a completed Notice of Dispute has been submitted to the Receiver by the Notice of Dispute Deadline;

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- (r) **"Instruction Letter"** means the instruction letter to Subject Members, substantially in the form attached as **Schedule "A"** hereto, regarding the completion of a Notice of Dispute by the Subject Member, and the Receiver's Collection Plan described herein;
- (s) **"Non-subject Member"** means a member of the Applicant:
- (i) who owes a debt to the Applicant that is the subject of either:
 - (1) a legal proceeding for the collection thereof already commenced by the filing of a claim; or
 - (2) a payment plan agreed to between the member and the Applicant's collections agent, where the member is not in default under such plan,but only in regard to such debt, and not in regard to any other debt owed by the same member to the Applicant not falling under (1) or (2) above; or
 - (ii) who is the subject of BIA bankruptcy or proposal proceedings.
- (t) **"Notice to Subject Members"** means the notice for publication by the Receiver as described in paragraph 9 hereof, in the form attached as **Schedule "B"** hereto;
- (u) **"Notice of Dispute"** means the notice referred to in paragraph 20 hereof substantially in the form attached as **Schedule "C"** hereto which must be delivered to the Receiver by any Subject Member wishing to dispute a Receiver's Claim, with reasons for its dispute and supporting documentation;
- (v) **"Notice of Dispute Deadline"** means the date that is thirty (30) days from the Date of Service of the Claims Package;
- (w) **"Person"** means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union,

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government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;

- (x) **"Protocol"** means the E-Service Protocol of the Commercial List;
- (y) **"Subject Member(s)"** means members of the Applicant from whom the Receiver seeks payment pursuant to this Receiver's Collection Plan, as described in greater detail in the First Report, which, for greater certainty, excludes any member to, and only to, the extent they are a Non-subject Member;
- (z) **"Receiver's Claim"** means the Receiver's Claim referred to in paragraphs 13 to 14 hereof to be filed by the Receiver, substantially in the form attached as **Schedule "D"** hereto;
- (aa) **"Receiver's Website"** means the website maintained by the Receiver at the following URL: <https://www.bdo.ca/en-ca/extranets/carriage/>;
- (bb) **"Settlement Offer"** means a notice setting out the payment amount that the Receiver is prepared to accept in settlement of the applicable Receiver's Claim which payment amount, for greater certainty, can be less than or equal to the amount of the applicable Receiver's Claim;
- (cc) **"TSA"** means, collectively, the Time-Sharing Agreements dated June, 25, 1997, June 28, 1999 and June 30, 2000, as amended, between the Applicant, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., to which each Subject Member is bound pursuant to an Adherence Agreement;
- (dd) **"Undefended Claim(s)"** means any Receiver's Claim in respect of which the Receiver does not receive a Notice of Dispute by the Notice of Dispute Deadline, or payment of the amount set out in the applicable Settlement Offer by the Acceptance of Settlement Deadline.

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3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

4. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation".

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the form and substance of each of the Receiver's Claim, Notice to Subject Members, Instruction Letter, and Notice of Dispute, substantially in the forms attached as schedules hereto, are hereby approved. Despite the foregoing, the Receiver may, from time to time, make such minor changes to such forms as the Receiver, in consultation with the Claims Officer, considers necessary or desirable.

7. **THIS COURT ORDERS** that the Receiver shall send a copy of this Receiver's Collection Plan Order to each Subject Member by ordinary mail or email to the last known address or email address of the Subject Member, within seven (7) days following the issuance of the Receiver's Collection Plan Order.

8. **THIS COURT ORDERS** that the Receiver shall cause the Receiver's Collection Plan Order to be posted to the Receiver's Website as soon as reasonably practicable after its issuance, and cause it to remain posted thereon until its discharge as Receiver.

9. **THIS COURT ORDERS** that the Receiver shall cause the Notice to Subject Members to be published in the next available Saturday or Wednesday national edition of *The Globe and Mail*.

NOTICE TO SUBJECT MEMBERS

10. **THIS COURT ORDERS** that the Receiver shall send a Claims Package to each Subject Member by ordinary mail or email to the last known address or email address of the Subject

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Member, within seven (7) days following the Comeback Date. The Claims Package shall contain (each as defined herein):

- (a) the applicable Receiver's Claim;
- (b) the Notice to Subject Members;
- (c) the Instruction Letter;
- (d) a blank form of Notice of Dispute; and
- (e) the applicable Settlement Offer.

11. **THIS COURT ORDERS** that the Receiver shall cause the Notice to Subject Members, the Instruction Letter, and a blank form of Notice of Dispute to be posted to the Receiver's Website as soon as reasonably practicable, and cause them to remain posted thereon until its discharge as Receiver.

12. **THIS COURT ORDERS** that upon request by a Subject Member for a Claims Package or documents or information relating to the Receiver's Collection Plan, the Receiver shall forthwith send the applicable Claims Package, direct such Subject Member to the documents posted on the Receiver's Website, or otherwise respond to the request for information or documents as the Receiver considers appropriate in the circumstances.

RECEIVER'S CLAIMS

13. **THIS COURT ORDERS** that the Receiver's Claim shall constitute the Receiver's formal request for payment of the outstanding indebtedness owing by each Subject Member, calculated in accordance with the TSA, as described in the First Report.

14. **THIS COURT ORDERS** that the Receiver's Claim shall constitute an initiating process against the applicable Subject Member. The service and adjudication of each Receiver's Claim in accordance with the terms of this Receiver's Collection Plan Order shall form a sufficient basis upon which this Court may grant judgment against the applicable Subject Member.

15. **THIS COURT ORDERS** that all Receiver's Claims shall be denominated in the original currency of the Receiver's Claim. Where no currency is indicated, the Receiver's Claim shall be

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presumed to be in Canadian Dollars. Any Receiver's Claims denominated in a foreign currency shall be converted to Canadian Dollars based on the Bank of Canada's daily average rate for that currency against the Canadian Dollar in effect on the date of this Receiver's Collection Plan Order.

RESOLUTION OF RECEIVER'S CLAIMS

16. **THIS COURT ORDERS** that the Receiver shall include in each Claims Package a Settlement Offer setting out the amount that the Receiver is prepared to accept in full and final settlement of the applicable Receiver's Claim.

17. **THIS COURT ORDERS** that each Settlement Offer shall remain open for acceptance until the Acceptance of Settlement Deadline.

18. **THIS COURT ORDERS** that where a Subject Member pays the full amount of the Settlement Offer to the Receiver by the Acceptance of Settlement Deadline, the Receiver will provide the applicable Subject Member with written confirmation that the Receiver's Claim has been satisfied.

19. **THIS COURT ORDERS** that nothing herein derogates from the Receiver's power, pursuant to subparagraph 4(g) of the Receivership Order, to otherwise negotiate with the Subject Members, for the purpose of resolving the Receiver's Claims on terms acceptable to the applicable parties.

NOTICES OF DISPUTE

20. **THIS COURT ORDERS** that any Subject Member who disputes the Receiver's Claim against them shall submit to the Receiver a Notice of Dispute, together with copies of all documents relied upon by such Subject Member, by the Notice of Dispute Deadline.

CLAIMS OFFICER'S APPOINTMENT

21. **THIS COURT ORDERS** that Tim Duncan of Fogler, Rubinoff LLP shall be and is hereby appointed as the Claims Officer, with the rights, duties, responsibilities and obligations prescribed by this Receiver's Collection Plan Order. The Claims Officer's duties shall

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commence upon his receipt of the first Dispute Package from the Receiver, pursuant to paragraph 30 of this Order.

CLAIMS OFFICER'S ROLE

22. **THIS COURT ORDERS** that the Claims Officer, in addition to its prescribed rights, duties, responsibilities and obligations under this Receiver's Collection Plan Order, shall assist the Receiver and the Subject Members in the determination of the Receiver's Claims, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Receiver's Collection Plan Order or incidental thereto.

23. **THIS COURT ORDERS** that the Claims Officer shall track and allocate its fees and disbursements on a Disputed-Claim-by-Disputed-Claim basis to facilitate the potential cost awards contemplated by paragraph 34 of this Order.

24. **THIS COURT ORDERS** that in carrying out his mandate, the Claims Officer may, among other things:

- (a) make all necessary inquiries, take accounts, and assess costs;
- (b) adopt processes which, in his discretion, he considers appropriate to facilitate the adjudication of the Receiver's Claims, having regard for the principles set out in Rule 2 of the *Rules of Civil Procedure*, and with a view to proceeding in the simplest, least expensive and most expeditious fashion;
- (c) consult the Receiver, the Subject Member, and any other persons the Claims Officer considers appropriate;
- (d) report to the Court as prescribed herein, in stages if necessary or appropriate; and
- (e) apply to this Court for advice and directions as, in his discretion, the Claims Officer deems necessary.

25. **THIS COURT ORDERS** that the Claims Officer is authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Receiver's Collection Plan Order.

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including dealing with any Court, regulatory body or other government ministry, department or agency, and to take all such steps as are necessary or incidental thereto.

26. **THIS COURT ORDERS** that the Claims Officer, once appointed, is hereby authorized (i) to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Receiver's Claim has been adequately proven, waive strict compliance with the requirements of this Receiver's Collection Plan Order as to completion and execution of such forms, and (ii) to request any further documentation or other evidence from the Receiver, the Subject Members and/or third parties that may reasonably be required in order to determine the validity of a Receiver's Claim, including any defences thereto.

27. **THIS COURT ORDERS** that (i) in carrying out the terms of this Receiver's Collection Plan Order, the Claims Officer shall have all of the protections given him by this Receiver's Collection Plan Order, and as an officer of this Court, including the stay of proceedings in his favour, (ii) the Claims Officer shall incur no liability or obligation as a result of the carrying out of the provisions of this Receiver's Collection Plan Order, except to the extent that the Claims Officer has acted with gross negligence or willful misconduct, (iii) the Claims Officer shall be entitled to rely on the books and records of the Applicant and the Subject Members, and any information provided by the Receiver and the Subject Members, all without independent investigation, and (iv) the Claims Officer shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any party, except to the extent that the Claims Officer has acted with gross negligence or willful misconduct. Nothing in this Order shall derogate from the protections afforded a person pursuant to Section 142 of the CJA.

28. **THIS COURT ORDERS** that the Receiver shall pay from the Applicant's estate the reasonable professional fees and disbursements of the Claims Officer on presentation and acceptance of invoices from time to time. The Claims Officer shall be entitled to a reasonable retainer against his fees and disbursements which shall be paid upon request by the Receiver.

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29. **THIS COURT ORDERS** that the Claims Officer shall pass its accounts from time to time, and for this purpose the accounts of the Claims Officer are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADJUDICATION OF DISPUTED CLAIMS

30. **THIS COURT ORDERS** that, following the Notice of Dispute Deadline, the Receiver may, at its discretion, file with the Claims Officer a Dispute Package in respect of any Disputed Claim(s) that it intends to pursue. Each Dispute Package shall include:

- (a) the applicable Receiver's Claim;
- (b) the applicable Notice of Dispute, together with any supporting documentation filed by the Subject Member; and
- (c) any ancillary documentation.

31. **THIS COURT ORDERS** that the Receiver shall be entitled to abandon any Disputed Claim, without costs, at its discretion, provided that the Disputed Claim has not yet been referred to the Claims Officer.

32. **THIS COURT ORDERS** that the Receiver shall provide notice to the applicable Subject Member as to whether a Disputed Claim has been referred to the Claims Officer or abandoned, within seven (7) days of the Disputed Claim being so referred or abandoned.

33. **THIS COURT ORDERS** that, subject to further order of the Court, the Claims Officer shall determine the validity and amount of each Disputed Claim referred to the Claims Officer. In doing so, the Claims Officer shall be empowered to determine the process by which further evidence may be brought before him, if necessary, as well as any other procedural matters which may arise in respect of the determination of any Disputed Claim.

34. **THIS COURT ORDERS** that the Claims Officer shall be entitled to decide the Disputed Claims on the basis of the written record contained within the applicable Dispute Package, in his discretion.

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35. **THIS COURT ORDERS** that the Claims Officer shall be empowered to make an award of costs against the Subject Member, having regard for the factors set out in Rule 57.01 of the *Rules of Civil Procedure*, as part of his determination of the Disputed Claims. To the extent a Claims Decision affirms a Receiver's Claim, the cost award shall, at minimum, reflect the fees and disbursements incurred by the Claims Officer in determining the validity and amount of a Disputed Claim on a solicitor and client basis.

36. **THIS COURT ORDERS** that, following his determination of each Disputed Claim, the Claims Officer shall prepare a Claims Decision, in writing, and provide a copy of same to the Receiver and the applicable Subject Member.

RIGHT OF APPEAL

37. **THIS COURT ORDERS** that each of the Receiver and the Subject Member shall be entitled to appeal the applicable Claims Decision to the Court by serving upon the other, within the Appeal Period, a notice of appeal returnable on a date to be fixed by this Court.

38. **THIS COURT ORDERS** that if a notice of appeal is not served within such period, then the applicable Claims Decision shall be deemed to be final and binding and there shall be no further right of appeal, review or recourse to the Court from the Claims Decision.

39. **THIS COURT ORDERS** that, following the expiry of the Appeal Period, the Receiver will seek the direction of the Court regarding the procedure for the hearing of the appeals commenced pursuant to paragraph 37 of this Order. All appeals shall proceed as true appeals on the basis of the record before the Claims Officer, and not as hearings *de novo*. The Claims Officer shall not have any role in the appeal process.

40. **THIS COURT ORDERS** that, to the extent that appeals raise common issues, the Receiver may seek to have such appeals consolidated.

41. **THIS COURT ORDERS** that, for clarity, the Receiver shall have the power to settle or abandon any appeals brought pursuant to this Order.

DEFAULT PROCEEDINGS

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42. **THIS COURT ORDERS** that any Subject Member who fails to:

- (a) conclude a settlement by the Acceptance of Settlement Deadline; and
- (b) submit a Notice of Dispute by the Notice of Dispute Deadline,

shall be deemed to be in default (the "**Defaulting Subject Members**").

43. **THIS COURT ORDERS** that each Defaulting Subject Member shall be deemed to admit the truth of all allegations of fact made in the applicable Undefended Claim, including the amount(s) owing by them.

44. **THIS COURT ORDERS** that, upon satisfying the Claims Officer (in his sole discretion) that the Claims Package was duly served on the Subject Member in accordance with this Order, the Receiver shall be entitled to default judgment against the Defaulting Subject Members in the amounts set out in the Undefended Claims.

45. **THIS COURT ORDERS** that, following the passage of the Acceptance of Settlement Deadline and the Notice of Dispute Deadline, the Receiver shall refer the Undefended Claims to the Claims Officer.

46. **THIS COURT ORDERS** that the Claims Officer shall review the Undefended Claims, and shall prepare a Default Judgment Report. The Receiver shall be entitled to an omnibus default judgment against the Defaulting Subject Members, in the amounts set out in the Default Judgment Report, to be issued by the Court.

ISSUANCE OF JUDGMENTS

47. **THIS COURT ORDERS** that following the expiry of the Appeal Period, the Claims Officer shall prepare and file with the Court the Claim's Officer's Report.

48. **THIS COURT ORDERS** that the Receiver shall be entitled to judgment against the applicable Subject Members in the amounts identified in the Claims Officer's Report, and shall bring a motion to the Court for the purpose of obtaining such judgments.

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49. **THIS COURT ORDERS** that the Receiver need not provide said Subject Members with notice of this motion for judgment.

50. **THIS COURT ORDERS AND DECLARES** that the Receiver has the authority to exercise the Applicant's right to enforce judgment against a Subject Member by, among other methods, payment of the judgement amount in whole or in part from any distribution from the Applicant's estate to which the Subject Member is entitled.

51. **THIS COURT ORDERS** that, other than by payment from distribution pursuant to paragraph 50 of this Receiver's Collection Plan Order, enforcement of judgments obtained pursuant to this Order against Subject Members shall be stayed until the earlier of the date of closing of a sale of the Resort Property and further Order of this Court.

SERVICE AND NOTICES

52. **THIS COURT ORDERS** that the Receiver may, unless otherwise specified by this Claims Procedure Order, serve and deliver the Receiver's Collection Plan Order, the Claims Package, and any letters, notices or other documents to the Subject Members or any other interested person by forwarding true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email to such persons at the physical or electronic address, as applicable, last shown on the books and records of the Applicant. Any such service and delivery shall be deemed to have been received: (a) if sent by ordinary mail or registered mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

53. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, through the administration of the Receiver's Collection Plan, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at

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<https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. 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 upon transmission.

54. **THIS COURT ORDERS** that any notice or communication (including Notices of Dispute) to be given under this Receiver's Collection Plan Order to the Receiver shall be in writing in substantially the form, if any, provided for in this Receiver's Collection Plan Order, and will be sufficiently given only if delivered by email, or if it cannot be given by email by prepaid registered mail, courier or personal delivery, addressed to:

BDO Canada Limited
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Collections

Email: BDCCarriageHills@bdo.ca

Any such notice or communication shall be deemed to be received upon actual receipt thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

55. **THIS COURT ORDERS** that in the event that this Receiver's Collection Plan Order is later amended by further order of the Court, the Receiver shall post such further order on the Receiver's Website, and such posting shall constitute adequate notice to Subject Members of such amended Receiver's Collection Plan.

56. **THIS COURT ORDERS** that this Receiver's Collection Plan Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*.

NON-SUBJECT MEMBERS

57. **THIS COURT ORDERS** that, to the extent a member of the Applicant, due to the nature of certain of its debts, falls under the definition of Subject Member, it will be treated, and must act, as a Subject Member, as regards only to the Receiver's Claim corresponding to such

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debts, even if the member also falls under the definition of Non-subject Members due to the nature of other of its debts.

58. **THIS COURT ORDERS AND DECLARES** that the Receiver has the authority to exercise, in its discretion, the Applicant's rights against a Non-subject Member by, among other methods:

- (a) payment of the amount of any judgment obtained in a legal proceeding commenced against the Non-subject Member; and
- (b) payment of any amount outstanding under the payment plan agreed to between the member and the Applicant's collections agent,

from any distribution from the Applicant's estate to which the Non-subject Member is entitled.

59. **THIS COURT ORDERS AND DECLARES** that:

- (a) where a legal proceeding has been commenced against a Non-subject Member wherein no judgment has yet been obtained or other final resolution reached; or
- (b) where a Non-subject Member is or was bankrupt or in BIA proposal proceedings, and to the extent that the Receiver's Claim is stayed or compromised in such BIA proceedings,

the Receiver may, in its discretion, hold in reserve any distribution from the Applicant's estate to which the Non-subject Member is otherwise entitled pending resolution of such legal proceeding or agreement with the Non-subject Member and/or its trustee in bankruptcy or proposal trustee, as applicable, for distribution from the Non-subject Member's estate to satisfy the amount owed to the Applicant or any lesser amounts accepted in settlement thereof.

COMEBACK HEARING

60. **THIS COURT ORDERS** that any affected party who seeks to vary or set aside any provision of this Receiver's Collection Plan Order in accordance with Rule 37.14 must, within twenty (20) days of this Receiver's Collection Plan Order, set a hearing date with the Court

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office, on at least seven (7) days notice to the Receiver. On expiry of such twenty (20) day period, the Receiver may seek to consolidate any such scheduled hearings into a single comeback hearing (the "**Comeback Hearing**").

MISCELLANEOUS

61. **THIS COURT ORDERS** that the Receiver or the Claims Officer may from time to time apply to this Court to amend, vary or supplement this Receiver's Collection Plan Order or for advice and directions in the discharge of their respective powers and duties hereunder.

62. **THIS COURT ORDERS** that the filing of a jury notice by any Subject Member is hereby prohibited pursuant to Section 108(3) of the *Courts of Justice Act* (Ontario).

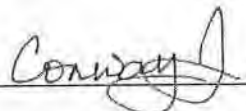
63. **THIS COURT ORDERS** that all Subject Members are required to preserve evidence which they know or ought to know is relevant to a Receiver's Claim.

64. **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, or abroad, to give effect to this Order and to assist the Receiver, the Claims Officer and their respective 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 and to the Claims Officer, as officers of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Receiver and the Claims Officer and their respective agents in carrying out the terms of this Order.

65. **THIS COURT ORDERS** that each of the Receiver and the Claims Officer 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.

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66. **THIS COURT ORDERS** that this Receiver's Collection Plan Order and all of its provisions are effective from the as of 12:01 a.m. Eastern Standard Time on the date of this Order without any need for entry and filing.



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

FEB 16 2021

PER / PAR: 

SCHEDULE "A"
FORM OF INSTRUCTION LETTER

Instruction Letter

Step 1: Review the Receiver's Collection Order, the Receiver's Claim, the Notice to Subject Members) and the Settlement Offer delivered along with this Instruction Letter and any other documentation in the Claim Package. Further information with respect to the Receiver's Collection Plan, including the Receiver's Collection Order and the First Report of the Receiver filed with the Court in connection with the Receiver's Collection Plan, is available on the Receiver's website: <https://www.bdo.ca/en-ca/extranets/carriage/>.

Step 2: If you do not dispute the amount of the Receiver's Claim and are prepared to accept the Settlement Offer, you may notify the Receiver in writing of your acceptance and arrange for payment of the Settlement Amount by no later than **thirty (30) days from the date of service of the Settlement Offer as calculated under paragraph 52 of the Receiver's Collection Order**. Any notice or communication to be given to the Receiver must be in writing and delivered by email, or if it cannot be given by email by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Collections

Email: BDOCarriageHills@bdo.ca

Step 3: If you do dispute the amount of the Receiver's Claim, and do not accept the Settlement Offer, you must complete a **Notice of Dispute** form. State what you disagree with and why, and if there is anything you agree with. Attach copies of any documents that help your case. If you want to pay all or part of the amount owing to the Receiver, state how much you will pay and when you will pay.

Step 4: Deliver your completed Notice of Dispute form and any attachments to the Receiver by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery to the address above, by no later than **thirty (30) days from the date of service of the Settlement Offer** as calculated under paragraph 52 of the Receiver's Collection Order.

NOTE: Any Subject Member who fails to submit either payment of the Settlement Amount or a Notice of Dispute within 30 days from the date of service of the Settlement Offer as calculated under paragraph 52 of the Receiver's Collection Order, shall be deemed to admit the amount(s) owing by them as set out in the Receiver's Claim, and the Receiver shall be entitled to seek default judgment against said Subject Members in the said amounts.

Step 5: Subject to further order of the Court, the Claims Officer appointed to administer the Receiver's Collection Plan may determine the validity and amount of the Receiver's Claim against you if you have filed a Notice of Dispute within the required time lines. Following the determination of the Receiver's Claim against you, the Claims Officer will notify both you and the Receiver of his or her decision, in writing (the "Claims Decision(s)").

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Step 6: You or the Receiver will be entitled to appeal the Claims Decision to the Court by serving upon the other and filing with the Court, within fifteen (15) calendar days of notification of the Claims Decision (the "**Appeal Period**"), a notice of appeal returnable on a date to be fixed by the Court. If a notice of appeal is not filed within such period, then the Claims Decision in respect to the Receiver's Claim shall be deemed to be final and binding upon you.

SCHEDULE "B"
FORM OF NOTICE TO SUBJECT MEMBERS

CARRIAGE HILLS VACATION OWNERS ASSOCIATION COLLECTION PROCESS

NOTICE TO SUBJECT MEMBERS (DELINQUENT MEMBERS)

SUBJECT MEMBERS OF CARRIAGE HILLS VACATION OWNERS ASSOCIATION

Please read this notice carefully as it may affect your legal rights.

If you are **Delinquent Member** of the Carriage Hills Vacation Owners Association (the "**Association**"), you may be a Subject Member.

PURPOSE OF THIS NOTICE

BDO Canada Limited has been appointed as the receiver (the "**Receiver**"), of the assets, undertakings and properties of the Association and of property and assets of the Carriage Hills resort in an application commenced by the Association at the Ontario Superior Court of Justice (Commercial List) bearing Court File No. CV-20-00640265-00CL.

By way of an Order of the Honourable Justice Conway dated February 16, 2021 (the "**Receiver's Collection Order**"), the Receiver has established a process (the "**Receiver's Collection Plan**") for the identification and determination of claims by the Receiver against certain members of the Association for unpaid Basic Charges, Special Charges, Personal Charges, late penalties and interest.

You are a Subject Member if you have a delinquent account in connection with your ownership in the resort and you have not already entered into a payment arrangement to satisfy such claim or it is not yet assigned for litigation. If you are a Subject Member, your legal rights will be affected by the Receiver's Collection Plan.

THE RECEIVER'S COLLECTION PLAN

The Receiver's Collection Plan can be summarized as follows:

- a) **Claim Package.** A Subject Member will receive a Claim Package including the Receiver's Claim, this Notice to Subject Members, an Instruction Letter, a blank Notice of Dispute form and a Settlement Offer, along with any other documentation the Receiver may deem appropriate, by mail or email.
- b) **Settlement of Claims.** If you do not dispute the amount of the Receiver's Claim and are prepared to accept the Settlement Offer, you may notify the Receiver in writing of your acceptance and arrange for payment of the Settlement Amount by no later than thirty (30) days from the date of service of the Claim Package (the "**Acceptance of Settlement Deadline**"). Any notice or communication to be given to the Receiver must be in writing and delivered by email, or if it cannot be given by email by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Collections

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Email: BDOCarriageHills@bdo.ca

- c) **Notice of Dispute.** If you do dispute the amount of the Receiver's Claim, and do not accept the Settlement Offer, you must complete and deliver the **Notice of Dispute** form and any attachments to the Receiver by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery to the address above, by no later than thirty (30) days from the date of service of the Claim Package (the "**Notice of Dispute Deadline**").

NOTE: If a Subject Member fails to pay the Settlement Amount or deliver to the Receiver a Notice of Dispute within 30 days of the date of service of this Claims Package as calculated under paragraph 52 of the Receiver's Claims Order, judgment may be given against them in their absence and without further notice.

- d) **Determination of Unsettled Disputes by Claims Officer.** Subject to further order of the Court, the Claims Officer appointed to administer the Receiver's Collection Plan will determine the validity and amount of each disputed Receiver's Claim. Following the determination of a Receiver's Claims, the Claims Officer will notify the Receiver and the applicable Subject Member of his or her decision, in writing (the "**Claims Decision(s)**").
- e) **Right of Appeal.** The Receiver and each Subject Member will be entitled to appeal the Claims Decisions to the Court by serving upon the other and filing with the Court, within fifteen (15) calendar days of notification of the Claims Decisions (the "**Appeal Period**"), a notice of appeal returnable on a date to be fixed by the Court. If a notice of appeal is not filed within such period, then the Claims Decisions shall be deemed to be final and binding.

ADDITIONAL INFORMATION

Further information, including the Receiver's Collection Order and the First Report of the Receiver filed with the Court in connection with the Receiver's Collection Plan, is available on the Receiver's website: <https://www.bdo.ca/en-ca/extranets/carriage/>.

INTERPRETATION

This notice is a summary of the terms of the Receiver's Collection Order. If there is a conflict between the provisions of this notice and the terms of Receiver's Collection Order, the Receiver's Collection Order prevails.

Any party affected by the Receiver's Collection Order should obtain such legal advice as they deem appropriate as soon as possible to address the matters set out in the Receiver's Collection Order.

THIS NOTICE WAS APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

SCHEDULE "C"
FORM OF NOTICE OF DISPUTE

Court File No. CV-20-00640265-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CARRIAGE HILLS VACATION OWNERS ASSOCIATION by its Court-
appointed receiver, BDO CANADA LIMITED

Claimant

and

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED SCHEDULE A

Respondent

NOTICE OF DISPUTE

Respondent

Last name, or name of company		
First name	Second name	Also known as
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code		Fax no.
Representative (if any)		LSO #
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code		Fax no.

THIS NOTICE OF DISPUTE IS BEING DELIVERED ON BEHALF OF: (Name(s) of respondent(s))

and I/we: (Check as many as apply)

- Dispute the claim made against me/us.
- Admit the full claim and propose the following terms of payment:

\$ _____ per _____ commencing _____, 20____

(Amount) (Week/month)

Admit part of the claim in the amount of \$ _____ and propose the following terms of payment:

\$ _____ per _____ commencing _____, 20 _____
(Amount) (Week/month)

REASONS FOR DISPUTING THE CLAIM AND DETAILS:

Explain what happened, including where and when. Explain why you do not agree with the claim made against you.

If you are relying on any documents, you **MUST** attach copies to the Notice of Dispute. If evidence is lost or unavailable, you **MUST** explain why it is not attached.

What happened?

Where?

When?

**Why I/we
disagree with all
or part of the
claim:**

ADDITIONAL PAGES ARE ATTACHED BECAUSE MORE ROOM WAS NEEDED.

Prepared on: _____, 20 _____

(Signature of defendant or representative)

This Notice of Dispute should be deliver to the Receiver by email or, if it cannot be given by email, by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Collections
Email: BDOCarriageHills@bdo.ca

CARRIAGE HILLS VACATION OWNERS ASSOCIATION,
by its Court-appointed receiver, **BDO CANADA LIMITED**

and

**THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED
SCHEDULE A**

Claimant

Respondent

Court File No. CV-20-00640265-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO**

NOTICE OF DISPUTE

SCHEDULE "D"
FORM OF RECEIVER'S CLAIM

Court File No. CV-20-00640265-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CARRIAGE HILLS VACATION OWNERS ASSOCIATION by its
Court-appointed receiver, BDO CANADA LIMITED

Claimant

and

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED
SCHEDULE A

Respondent

RECEIVER'S CLAIM

TO THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED SCHEDULE A:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Claimant. The details of the claim made against you are set out in the following pages. The amount of the claim against you is set out at Schedule A hereto.

Please refer to the Instruction Letter that was enclosed with this Receiver's Claim for instructions as to how to respond to this Receiver's Claim. A copy of the Instruction Letter may also be found at: <https://www.bdo.ca/en-ca/extranets/carriage/>

NOTE: If you fail to respond to this Receiver's Claim as instructed in the Instruction Letter, judgment may be given against you in your absence and without further notice.

Date: _____

RECEIVER'S CLAIM

1. BDO Canada Limited, in its capacity as Court-appointed receiver over all of the assets, properties and undertakings of (in such capacity, the "Receiver") of the Carriage Hills Vacation Owners Association (the "Claimant") and the Carriage Hills Resort (as defined below), claims as against the Subject Member identified in Schedule A hereto (the "Subject Member"), damages as set out in Schedule A hereto, consisting of:
 - (a) any indebtedness owing to the Claimant by the Subject Member, which was incurred during the period from <*> to January 6, 2021, pursuant to the TSA (as defined below) (the "Indebtedness");
 - (b) interest on the Indebtedness calculated at a rate of <*>% per annum in accordance with the TSA (or alternatively, at the rate prescribed by the Courts of Justice Act, R.S.O. 1990 c. C. 43, as amended (the "CJA")), from <*> to the date of judgment;
 - (c) post-judgment interest at a rate of <*>% per annum, in accordance with the TSA (or alternatively, at the rate prescribed by the CJA);
 - (d) a fee of \$500 representing an estimate of legal and collection costs incurred to the date of issuance of the Receiver's Collection Plan Order (defined below) (the "Issuance Date");
 - (e) the Receiver's costs of this proceeding from the Issuance Date on a complete or, in the alternative, substantial indemnity basis, plus all applicable disbursements and taxes; and
 - (f) such further and other relief as the Claims Officer (defined below) or the Court may deem just.

Procedural Background

2. The Claimant was established as a not-for-profit entity and incorporated by letter patent on August 6, 1996, as a corporation without share capital under the *Corporations Act* (Ontario) to operate, maintain, improve and protect the Carriage Hill time-sharing resort in Horseshoe Valley, Ontario (the "Carriage Hills Resort").
3. The Applicant is comprised of its members (the "Members"), each of whom is an owner as tenant-in-common of an undivided interest in the real property on which the Carriage Hills Resort operates (the "Resort Property").
4. The Receiver was appointed by way of the Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "Court") with effect as of January 6, 2021.
5. By order dated February 16, 2021, the Court authorized the Receiver to collect certain amounts owing to the Applicant by its members, by way of a simplified procedure described therein (the "Receiver's Collection Plan Order"). A copy of the Receiver's Collection Plan Order is publicly available at the Receiver's website located at: <https://www.bdo.ca/en-ca/extranets/carriage/>.
6. Pursuant to the Receiver's Collection Plan Order, the Court appointed a claims officer (the "Claims Officer") to adjudicate claims brought pursuant to the Receiver's Collection Plan Order, including the within Receiver's Claim.

The TSA

7. The Claimant, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., entered into Time Sharing Agreements dated June, 25, 1997, June 28, 1999 and June

30, 2000 (collectively, and as amended, the "TSA"), each relating to a different phase of development of the Resort Property.

8. The Subject Member is party and signatory to an Adherence Agreement, which binds it to the TSA.
9. The Receiver pleads and relies upon all of the terms of the TSA. Pursuant to the terms of the TSA, the Subject Member agreed, among other things, to pay the following charges, in proportion to the number of time-share intervals owned by the Subject Member, where applicable:
 - (a) the Subject Member's share of a "Basic Charge" comprised of Carriage Hills resort expenses ("Resort Expenses"), due yearly, in advance;
 - (b) the Subject Member's share of any "Special Charge" that may be assessed if the Basic Charges prove to be insufficient to pay Resort Expenses; and
 - (c) any "Personal Charges" resulting from the Subject Member's own acts, such as telephone charges or repair of damage caused by the Subject Member.

The Subject Member's Obligations to the Claimant

10. Between the period from ~~2019~~ to January 6, 2021, the Subject Member incurred the Indebtedness in the form of Basic Charges, Special Charges and Personal Charges in its capacity as a member of the Claimant. Pursuant to the Order of this Court dated July 2, 2020, the Subject Member was assessed a \$1,000 Delinquency Fee on October 1, 2020.

11. The Subject Member is also liable under the TSA for all interest accrued and accruing on the Indebtedness. Such interest, along with the Delinquency Fee, now form part of the Indebtedness.
12. To date, despite the Claimant's and the Receiver's efforts to recover the Indebtedness, the Indebtedness remains outstanding.
13. The Receiver states that it is entitled to payment of the Indebtedness from the Subject Member, pursuant to the terms of the TSA.
14. The Receiver further states that by non-payment of the Indebtedness, the Subject Member has been unjustly enriched, to the detriment of the Claimant and the Claimant's other members, for which enrichment there is no juristic reason. The Receiver pleads and relies upon the principle of unjust enrichment and seeks a disgorgement from the Subject Member in an amount equivalent to the Indebtedness.
15. The Receiver pleads and relies upon the terms of the Receiver's Collection Plan Order, and any applicable Rules and/or statutes referred to therein.
16. If necessary, this Receiver's Claim may be served on a party outside of Ontario without leave in accordance with Rule 17.02 of the Rules of Civil Procedure because it relates to a contract that was made in Ontario.
17. This Receiver's Claim will be prosecuted before the Claims Officer in Toronto in accordance with the Receiver's Collection Plan Order.

Date: <*>, 2021

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, Ontario
M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
Tel: (416) 865-3085
E-mail: smitra@airdberlis.com

Sam Babe (LSO # 49498B)
Tel: (416) 865-7718
E-mail: sbabe@airdberlis.com

Lawyers for BDO Canada Limited

CARRIAGE HILLS VACATION OWNERS ASSOCIATION, by and
its Court-appointed receiver, BDO CANADA LIMITED

Claimant

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED
SCHEDULE A

Respondent

Court File No. CV-20-00640265-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO

RECEIVER'S CLAIM

AIRD & BERLIS LLP
Barristers and Solicitors
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
Tel: (416) 865-3085
E-mail: smitra@airdberlis.com

Sam Babe (LSO # 49498B)
Tel: (416) 865-7718
E-mail: sbabe@airdberlis.com

Fax (416) 863-1515

Lawyers for the Claimant

Applicant

Court File No. CV-20-00640265-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

RECEIVER'S COLLECTION ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
Tel: (416) 865-3085
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Sam Babe (LSO # 49498B)
Tel: (416) 865-7718
E-mail: sbabe@airdberlis.com

Fax (416) 863-1515

*Lawyers for BDO Canada Limited in its capacity as the
court-appointed Receiver of Carriage Hills Vacation
Owners Association*

TAB 2D

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM

)

TUESDAY, THE 16TH

JUSTICE CONWAY

)

DAY OF FEBRUARY, 2021

)



IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF **CARRIAGE RIDGE OWNERS
ASSOCIATION**

RECEIVER'S COLLECTION PLAN ORDER

THIS MOTION, made by BDO Canada Limited ("**BDO**"), in its capacity as receiver (in such capacity, the "**Receiver**") over all of the assets, properties and undertakings of Carriage Ridge Owners Association (the "**Applicant**") and all the lands and premises on which the Applicant operated the Carriage Ridge Resort (the "**Resort Property**"), appointed by Order of the Court with effect as of January 6, 2021 (the "**Receivership Order**"), for an Order (the "**Receiver's Collection Plan Order**") approving a procedure for the identification, quantification, and resolution of the Receiver's Claims (defined below), was heard this day via Zoom judicial video conference due to the COVID-19 pandemic

ON READING the Motion Record of the Receiver dated February 5, 2021 (the "**Motion Record**"), the First Report of the Receiver dated February 5, 2021 (the "**First Report**"), and on hearing the submissions of counsel for the Receiver, counsel for Wyndham Worldwide Corporation, and counsel for Lori Smith and Karen Levins and the submissions of Christopher Diana, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of Christine Doyle sworn February 7, 2021,

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service and filing of this motion is hereby validated such that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:
 - (a) **"Acceptance of Settlement Deadline"** means the date that is thirty (30) days from the Date of Service of the Claims Package;
 - (b) **"Appeal Period"** means the period that concludes on the fifteenth calendar day following the issuance of a Claims Decision in respect of a Receiver's Claim by the Claims Officer;
 - (c) **"BLA"** means the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;
 - (d) **"Business Day"** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
 - (e) **"Claims Decision(s)"** means the Claims Officer's written decision following his determination of each Disputed Claim, to be issued by the Claims Officer to the Receiver and the applicable Subject Member;
 - (f) **"Claims Officer"** means the individual appointed to act as a claims officer for the purpose of this Receiver's Collection Plan Order, as set out in paragraph 21 of this Order;
 - (g) **"Claims Officer's Report(s)"** means one or more reports prepared by the Claims Officer summarizing the Claims Decisions which are not appealed within the applicable Appeal Period;

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- (h) “**Claims Package**” means a package including the applicable Receiver’s Claim, the Notice to Subject Members, the Instruction Letter, a blank form of Notice of Dispute, and any other documentation the Receiver may deem appropriate;
- (i) “**CJA**” means the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended;
- (j) “**Comeback Date**” means the date of the Comeback Hearing or, if no Comeback Hearing is required or held, the date that is twenty (20) days following the date of this Receiver’s Collection Plan Order;
- (k) “**Comeback Hearing**” means a hearing before the Court, as described in paragraph 60 of this Order;
- (l) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (m) “**Date of Service**” means that date of effective service of a Claim Package having regard to paragraph 52 of this Order;
- (n) “**Default Judgment Report(s)**” means one or more reports prepared by the Claims Officer setting out its recommendations as to the quantum of any default judgments to be issued in respect of any Undefended Claims;
- (o) “**Defaulting Subject Member(s)**” means any Subject Member who fails to conclude a settlement by the Acceptance of Settlement Deadline and/or submit a Notice of Dispute by the Notice of Dispute Deadline;
- (p) “**Dispute Package**” means a package including the applicable Receiver’s Claim, the applicable Notice of Dispute filed by the Subject Member in respect of the Receiver’s Claim, any supporting documentation filed by the Subject Member, and ancillary documentation;
- (q) “**Disputed Claim(s)**” means a Receiver’s Claim in respect of which a completed Notice of Dispute has been submitted to the Receiver by the Notice of Dispute Deadline;

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- (r) **"Instruction Letter"** means the instruction letter to Subject Members, substantially in the form attached as **Schedule "A"** hereto, regarding the completion of a Notice of Dispute by the Subject Member, and the Receiver's Collection Plan described herein;
- (s) **"Non-subject Member"** means a member of the Applicant:
- (i) who owes a debt to the Applicant that is the subject of either:
 - (1) a legal proceeding for the collection thereof already commenced by the filing of a claim; or
 - (2) a payment plan agreed to between the member and the Applicant's collections agent, where the member is not in default under such plan,but only in regard to such debt, and not in regard to any other debt owed by the same member to the Applicant not falling under (1) or (2) above; or
 - (ii) who is the subject of BIA bankruptcy or proposal proceedings.
- (t) **"Notice to Subject Members"** means the notice for publication by the Receiver as described in paragraph 9 hereof, in the form attached as **Schedule "B"** hereto;
- (u) **"Notice of Dispute"** means the notice referred to in paragraph 20 hereof substantially in the form attached as **Schedule "C"** hereto which must be delivered to the Receiver by any Subject Member wishing to dispute a Receiver's Claim, with reasons for its dispute and supporting documentation;
- (v) **"Notice of Dispute Deadline"** means the date that is thirty (30) days from the Date of Service of the Claims Package;
- (w) **"Person"** means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union,

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government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;

- (x) **“Protocol”** means the E-Service Protocol of the Commercial List;
- (y) **“Subject Member(s)”** means members of the Applicant from whom the Receiver seeks payment pursuant to this Receiver’s Collection Plan, as described in greater detail in the First Report, which, for greater certainty, excludes any member to, and only to, the extent they are a Non-subject Member;
- (z) **“Receiver’s Claim”** means the Receiver’s Claim referred to in paragraphs 13 to 14 hereof to be filed by the Receiver, substantially in the form attached as Schedule “D” hereto;
- (aa) **“Receiver’s Website”** means the website maintained by the Receiver at the following URL: <https://www.bdo.ca/en-ca/extranets/carriage/>;
- (bb) **“Settlement Offer”** means a notice setting out the payment amount that the Receiver is prepared to accept in settlement of the applicable Receiver’s Claim which payment amount, for greater certainty, can be less than or equal to the amount of the applicable Receiver’s Claim;
- (cc) **“TSA”** means, collectively, the Time-Sharing Agreement dated August 8, 2003 between the Applicant, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., to which each Subject Member is bound pursuant to an Adherence Agreement;
- (dd) **“Undefended Claim(s)”** means any Receiver’s Claim in respect of which the Receiver does not receive a Notice of Dispute by the Notice of Dispute Deadline, or payment of the amount set out in the applicable Settlement Offer by the Acceptance of Settlement Deadline.

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3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the form and substance of each of the Receiver's Claim, Notice to Subject Members, Instruction Letter, and Notice of Dispute, substantially in the forms attached as schedules hereto, are hereby approved. Despite the foregoing, the Receiver may, from time to time, make such minor changes to such forms as the Receiver, in consultation with the Claims Officer, considers necessary or desirable.

7. **THIS COURT ORDERS** that the Receiver shall send a copy of this Receiver's Collection Plan Order to each Subject Member by ordinary mail or email to the last known address or email address of the Subject Member, within seven (7) days following the issuance of the Receiver's Collection Plan Order.

8. **THIS COURT ORDERS** that the Receiver shall cause the Receiver's Collection Plan Order to be posted to the Receiver's Website as soon as reasonably practicable after its issuance, and cause it to remain posted thereon until its discharge as Receiver.

9. **THIS COURT ORDERS** that the Receiver shall cause the Notice to Subject Members to be published in the next available Saturday or Wednesday national edition of *The Globe and Mail*.

NOTICE TO SUBJECT MEMBERS

10. **THIS COURT ORDERS** that the Receiver shall send a Claims Package to each Subject Member by ordinary mail or email to the last known address or email address of the Subject

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Member, within seven (7) days following the Comeback Date. The Claims Package shall contain (each as defined herein):

- (a) the applicable Receiver's Claim;
- (b) the Notice to Subject Members;
- (c) the Instruction Letter;
- (d) a blank form of Notice of Dispute; and
- (e) the applicable Settlement Offer.

11. **THIS COURT ORDERS** that the Receiver shall cause the Notice to Subject Members, the Instruction Letter, and a blank form of Notice of Dispute to be posted to the Receiver's Website as soon as reasonably practicable, and cause them to remain posted thereon until its discharge as Receiver.

12. **THIS COURT ORDERS** that upon request by a Subject Member for a Claims Package or documents or information relating to the Receiver's Collection Plan, the Receiver shall forthwith send the applicable Claims Package, direct such Subject Member to the documents posted on the Receiver's Website, or otherwise respond to the request for information or documents as the Receiver considers appropriate in the circumstances.

RECEIVER'S CLAIMS

13. **THIS COURT ORDERS** that the Receiver's Claim shall constitute the Receiver's formal request for payment of the outstanding indebtedness owing by each Subject Member, calculated in accordance with the TSA, as described in the First Report.

14. **THIS COURT ORDERS** that the Receiver's Claim shall constitute an initiating process against the applicable Subject Member. The service and adjudication of each Receiver's Claim in accordance with the terms of this Receiver's Collection Plan Order shall form a sufficient basis upon which this Court may grant judgment against the applicable Subject Member.

15. **THIS COURT ORDERS** that all Receiver's Claims shall be denominated in the original currency of the Receiver's Claim. Where no currency is indicated, the Receiver's Claim shall be

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presumed to be in Canadian Dollars. Any Receiver's Claims denominated in a foreign currency shall be converted to Canadian Dollars based on the Bank of Canada's daily average rate for that currency against the Canadian Dollar in effect on the date of this Receiver's Collection Plan Order.

RESOLUTION OF RECEIVER'S CLAIMS

16. **THIS COURT ORDERS** that the Receiver shall include in each Claims Package a Settlement Offer setting out the amount that the Receiver is prepared to accept in full and final settlement of the applicable Receiver's Claim.

17. **THIS COURT ORDERS** that each Settlement Offer shall remain open for acceptance until the Acceptance of Settlement Deadline.

18. **THIS COURT ORDERS** that where a Subject Member pays the full amount of the Settlement Offer to the Receiver by the Acceptance of Settlement Deadline, the Receiver will provide the applicable Subject Member with written confirmation that the Receiver's Claim has been satisfied.

19. **THIS COURT ORDERS** that nothing herein derogates from the Receiver's power, pursuant to subparagraph 4(g) of the Receivership Order, to otherwise negotiate with the Subject Members, for the purpose of resolving the Receiver's Claims on terms acceptable to the applicable parties.

NOTICES OF DISPUTE

20. **THIS COURT ORDERS** that any Subject Member who disputes the Receiver's Claim against them shall submit to the Receiver a Notice of Dispute, together with copies of all documents relied upon by such Subject Member, by the Notice of Dispute Deadline.

CLAIMS OFFICER'S APPOINTMENT

21. **THIS COURT ORDERS** that Tim Duncan of Fogler, Rubinoff LLP shall be and is hereby appointed as the Claims Officer, with the rights, duties, responsibilities and obligations prescribed by this Receiver's Collection Plan Order. The Claims Officer's duties shall

commence upon his receipt of the first Dispute Package from the Receiver, pursuant to paragraph 30 of this Order.

CLAIMS OFFICER'S ROLE

22. **THIS COURT ORDERS** that the Claims Officer, in addition to its prescribed rights, duties, responsibilities and obligations under this Receiver's Collection Plan Order, shall assist the Receiver and the Subject Members in the determination of the Receiver's Claims, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Receiver's Collection Plan Order or incidental thereto.

23. **THIS COURT ORDERS** that the Claims Officer shall track and allocate its fees and disbursements on a Disputed-Claim-by-Disputed-Claim basis to facilitated the potential cost awards contemplated by paragraph 34 of this Order.

24. **THIS COURT ORDERS** that in carrying out his mandate, the Claims Officer may, among other things:

- (a) make all necessary inquiries, take accounts, and assess costs;
- (b) adopt processes which, in his discretion, he considers appropriate to facilitate the adjudication of the Receiver's Claims, having regard for the principles set out in Rule 2 of the *Rules of Civil Procedure*, and with a view to proceeding in the simplest, least expensive and most expeditious fashion;
- (c) consult the Receiver, the Subject Member, and any other persons the Claims Officer considers appropriate;
- (d) report to the Court as prescribed herein, in stages if necessary or appropriate; and
- (e) apply to this Court for advice and directions as, in his discretion, the Claims Officer deems necessary.

25. **THIS COURT ORDERS** that the Claims Officer is authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Receiver's Collection Plan Order,

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including dealing with any Court, regulatory body or other government ministry, department or agency, and to take all such steps as are necessary or incidental thereto.

26. **THIS COURT ORDERS** that the Claims Officer, once appointed, is hereby authorized (i) to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Receiver's Claim has been adequately proven, waive strict compliance with the requirements of this Receiver's Collection Plan Order as to completion and execution of such forms, and (ii) to request any further documentation or other evidence from the Receiver, the Subject Members and/or third parties that may reasonably be required in order to determine the validity of a Receiver's Claim, including any defences thereto.

27. **THIS COURT ORDERS** that (i) in carrying out the terms of this Receiver's Collection Plan Order, the Claims Officer shall have all of the protections given him by this Receiver's Collection Plan Order, and as an officer of this Court, including the stay of proceedings in his favour, (ii) the Claims Officer shall incur no liability or obligation as a result of the carrying out of the provisions of this Receiver's Collection Plan Order, except to the extent that the Claims Officer has acted with gross negligence or willful misconduct, (iii) the Claims Officer shall be entitled to rely on the books and records of the Applicant and the Subject Members, and any information provided by the Receiver and the Subject Members, all without independent investigation, and (iv) the Claims Officer shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any party, except to the extent that the Claims Officer has acted with gross negligence or willful misconduct. Nothing in this Order shall derogate from the protections afforded a person pursuant to Section 142 of the CJA.

28. **THIS COURT ORDERS** that the Receiver shall pay from the Applicant's estate the reasonable professional fees and disbursements of the Claims Officer on presentation and acceptance of invoices from time to time. The Claims Officer shall be entitled to a reasonable retainer against his fees and disbursements which shall be paid upon request by the Receiver.

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29. **THIS COURT ORDERS** that the Claims Officer shall pass its accounts from time to time, and for this purpose the accounts of the Claims Officer are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADJUDICATION OF DISPUTED CLAIMS

30. **THIS COURT ORDERS** that, following the Notice of Dispute Deadline, the Receiver may, at its discretion, file with the Claims Officer a Dispute Package in respect of any Disputed Claim(s) that it intends to pursue. Each Dispute Package shall include:

- (a) the applicable Receiver's Claim;
- (b) the applicable Notice of Dispute, together with any supporting documentation filed by the Subject Member; and
- (c) any ancillary documentation.

31. **THIS COURT ORDERS** that the Receiver shall be entitled to abandon any Disputed Claim, without costs, at its discretion, provided that the Disputed Claim has not yet been referred to the Claims Officer.

32. **THIS COURT ORDERS** that the Receiver shall provide notice to the applicable Subject Member as to whether a Disputed Claim has been referred to the Claims Officer or abandoned, within seven (7) days of the Disputed Claim being so referred or abandoned.

33. **THIS COURT ORDERS** that, subject to further order of the Court, the Claims Officer shall determine the validity and amount of each Disputed Claim referred to the Claims Officer. In doing so, the Claims Officer shall be empowered to determine the process by which further evidence may be brought before him, if necessary, as well as any other procedural matters which may arise in respect of the determination of any Disputed Claim.

34. **THIS COURT ORDERS** that the Claims Officer shall be entitled to decide the Disputed Claims on the basis of the written record contained within the applicable Dispute Package, in his discretion.

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35. **THIS COURT ORDERS** that the Claims Officer shall be empowered to make an award of costs against the Subject Member, having regard for the factors set out in Rule 57.01 of the *Rules of Civil Procedure*, as part of his determination of the Disputed Claims. To the extent a Claims Decision affirms a Receiver's Claim, the cost award shall, at minimum, reflect the fees and disbursements incurred by the Claims Officer in determining the validity and amount of a Disputed Claim on a solicitor and client basis.

36. **THIS COURT ORDERS** that, following his determination of each Disputed Claim, the Claims Officer shall prepare a Claims Decision, in writing, and provide a copy of same to the Receiver and the applicable Subject Member.

RIGHT OF APPEAL

37. **THIS COURT ORDERS** that each of the Receiver and the Subject Member shall be entitled to appeal the applicable Claims Decision to the Court by serving upon the other, within the Appeal Period, a notice of appeal returnable on a date to be fixed by this Court.

38. **THIS COURT ORDERS** that if a notice of appeal is not served within such period, then the applicable Claims Decision shall be deemed to be final and binding and there shall be no further right of appeal, review or recourse to the Court from the Claims Decision.

39. **THIS COURT ORDERS** that, following the expiry of the Appeal Period, the Receiver will seek the direction of the Court regarding the procedure for the hearing of the appeals commenced pursuant to paragraph 37 of this Order. All appeals shall proceed as true appeals on the basis of the record before the Claims Officer, and not as hearings *de novo*. The Claims Officer shall not have any role in the appeal process.

40. **THIS COURT ORDERS** that, to the extent that appeals raise common issues, the Receiver may seek to have such appeals consolidated.

41. **THIS COURT ORDERS** that, for clarity, the Receiver shall have the power to settle or abandon any appeals brought pursuant to this Order.

DEFAULT PROCEEDINGS

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42. **THIS COURT ORDERS** that any Subject Member who fails to:

- (a) conclude a settlement by the Acceptance of Settlement Deadline; and
- (b) submit a Notice of Dispute by the Notice of Dispute Deadline,

shall be deemed to be in default (the "**Defaulting Subject Members**").

43. **THIS COURT ORDERS** that each Defaulting Subject Member shall be deemed to admit the truth of all allegations of fact made in the applicable Undefended Claim, including the amount(s) owing by them.

44. **THIS COURT ORDERS** that, upon satisfying the Claims Officer (in his sole discretion) that the Claims Package was duly served on the Subject Member in accordance with this Order, the Receiver shall be entitled to default judgment against the Defaulting Subject Members in the amounts set out in the Undefended Claims.

45. **THIS COURT ORDERS** that, following the passage of the Acceptance of Settlement Deadline and the Notice of Dispute Deadline, the Receiver shall refer the Undefended Claims to the Claims Officer.

46. **THIS COURT ORDERS** that the Claims Officer shall review the Undefended Claims, and shall prepare a Default Judgment Report. The Receiver shall be entitled to an omnibus default judgment against the Defaulting Subject Members, in the amounts set out in the Default Judgment Report, to be issued by the Court.

ISSUANCE OF JUDGMENTS

47. **THIS COURT ORDERS** that following the expiry of the Appeal Period, the Claims Officer shall prepare and file with the Court the Claim's Officer's Report.

48. **THIS COURT ORDERS** that the Receiver shall be entitled to judgment against the applicable Subject Members in the amounts identified in the Claims Officer's Report, and shall bring a motion to the Court for the purpose of obtaining such judgments.

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49. **THIS COURT ORDERS** that the Receiver need not provide said Subject Members with notice of this motion for judgment.

50. **THIS COURT ORDERS AND DECLARES** that the Receiver has the authority to exercise the Applicant's right to enforce judgment against a Subject Member by, among other methods, payment of the judgement amount in whole or in part from any distribution from the Applicant's estate to which the Subject Member is entitled.

51. **THIS COURT ORDERS** that, other than by payment from distribution pursuant to paragraph 50 of this Receiver's Collection Plan Order, enforcement of judgments obtained pursuant to this Order against Subject Members shall be stayed until the earlier of the date of closing of a sale of the Resort Property and further Order of this Court.

SERVICE AND NOTICES

52. **THIS COURT ORDERS** that the Receiver may, unless otherwise specified by this Claims Procedure Order, serve and deliver the Receiver's Collection Plan Order, the Claims Package, and any letters, notices or other documents to the Subject Members or any other interested person by forwarding true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email to such persons at the physical or electronic address, as applicable, last shown on the books and records of the Applicant. Any such service and delivery shall be deemed to have been received: (a) if sent by ordinary mail or registered mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

53. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, through the administration of the Receiver's Collection Plan, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at

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<https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. 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 upon transmission.

54. **THIS COURT ORDERS** that any notice or communication (including Notices of Dispute) to be given under this Receiver's Collection Plan Order to the Receiver shall be in writing in substantially the form, if any, provided for in this Receiver's Collection Plan Order, and will be sufficiently given only if delivered by email, or if it cannot be given by email by prepaid registered mail, courier or personal delivery, addressed to:

BDO Canada Limited
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Collections

Email: BDOCarriageRidge@bdo.ca

Any such notice or communication shall be deemed to be received upon actual receipt thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

55. **THIS COURT ORDERS** that in the event that this Receiver's Collection Plan Order is later amended by further order of the Court, the Receiver shall post such further order on the Receiver's Website, and such posting shall constitute adequate notice to Subject Members of such amended Receiver's Collection Plan.

56. **THIS COURT ORDERS** that this Receiver's Collection Plan Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*.

NON-SUBJECT MEMBERS

57. **THIS COURT ORDERS** that, to the extent a member of the Applicant, due to the nature of certain of its debts, falls under the definition of Subject Member, it will be treated, and must act, as a Subject Member, as regards only to the Receiver's Claim corresponding to such

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debts, even if the member also falls under the definition of Non-subject Members due to the nature of other of its debts.

58. **THIS COURT ORDERS AND DECLARES** that the Receiver has the authority to exercise, in its discretion, the Applicant's rights against a Non-subject Member by, among other methods:

- (a) payment of the amount of any judgment obtained in a legal proceeding commenced against the Non-subject Member; and
- (b) payment of any amount outstanding under the payment plan agreed to between the member and the Applicant's collections agent,

from any distribution from the Applicant's estate to which the Non-subject Member is entitled.

59. **THIS COURT ORDERS AND DECLARES** that:

- (a) where a legal proceeding has been commenced against a Non-subject Member wherein no judgment has yet been obtained or other final resolution reached; or
- (b) where a Non-subject Member is or was bankrupt or in BIA proposal proceedings, and to the extent that the Receiver's Claim is stayed or compromised in such BIA proceedings,

the Receiver may, in its discretion, hold in reserve any distribution from the Applicant's estate to which the Non-subject Member is otherwise entitled pending resolution of such legal proceeding or agreement with the Non-subject Member and/or its trustee in bankruptcy or proposal trustee, as applicable, for distribution from the Non-subject Member's estate to satisfy the amount owed to the Applicant or any lesser amounts accepted in settlement thereof.

COMEBACK HEARING

60. **THIS COURT ORDERS** that any affected party who seeks to vary or set aside any provision of this Receiver's Collection Plan Order in accordance with Rule 37.14 must, within twenty (20) days of this Receiver's Collection Plan Order, set a hearing date with the Court

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office, on at least seven (7) days notice to the Receiver. On expiry of such twenty (20) day period, the Receiver may seek to consolidate any such scheduled hearings into a single comeback hearing (the "**Comeback Hearing**").

MISCELLANEOUS

61. **THIS COURT ORDERS** that the Receiver or the Claims Officer may from time to time apply to this Court to amend, vary or supplement this Receiver's Collection Plan Order or for advice and directions in the discharge of their respective powers and duties hereunder.

62. **THIS COURT ORDERS** that the filing of a jury notice by any Subject Member is hereby prohibited pursuant to Section 108(3) of the *Courts of Justice Act* (Ontario).

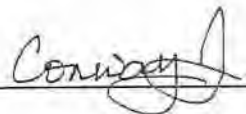
63. **THIS COURT ORDERS** that all Subject Members are required to preserve evidence which they know or ought to know is relevant to a Receiver's Claim.

64. **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, or abroad, to give effect to this Order and to assist the Receiver, the Claims Officer and their respective 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 and to the Claims Officer, as officers of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Receiver and the Claims Officer and their respective agents in carrying out the terms of this Order.

65. **THIS COURT ORDERS** that each of the Receiver and the Claims Officer 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.

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66. **THIS COURT ORDERS** that this Receiver's Collection Plan Order and all of its provisions are effective from the as of 12:01 a.m. Eastern Standard Time on the date of this Order without any need for entry and filing.



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

FEB 16 2021

PER / PAR: 

SCHEDULE "A"
FORM OF INSTRUCTION LETTER

Instruction Letter

Step 1: Review the Receiver's Collection Order, the Receiver's Claim, the Notice to Subject Members and the Settlement Offer delivered along with this Instruction Letter and any other documentation in the Claim Package. Further information with respect to the Receiver's Collection Plan, including the Receiver's Collection Order and the First Report of the Receiver filed with the Court in connection with the Receiver's Collection Plan, is available on the Receiver's website: <https://www.bdo.ca/en-ca/extranets/carriage/>.

Step 2: If you do not dispute the amount of the Receiver's Claim and are prepared to accept the Settlement Offer, you may notify the Receiver in writing of your acceptance and arrange for payment of the Settlement Amount by no later than **thirty (30) days from the date of service of the Settlement Offer** as calculated under paragraph 52 of the Receiver's Collection Order. Any notice or communication to be given to the Receiver must be in writing and delivered by email, or if it cannot be given by email by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Collections

Email: BDQCarriageRidge@bdo.ca

Step 3: If you do dispute the amount of the Receiver's Claim, and do not accept the Settlement Offer, you must complete a **Notice of Dispute** form. State what you disagree with and why, and if there is anything you agree with. Attach copies of any documents that help your case. If you want to pay all or part of the amount owing to the Receiver, state how much you will pay and when you will pay.

Step 4: Deliver your completed Notice of Dispute form and any attachments to the Receiver by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery to the address above, by no later than **thirty (30) days from the date of service of the Settlement Offer** as calculated under paragraph 52 of the Receiver's Collection Order.

NOTE: Any Subject Member who fails to submit either payment of the Settlement Amount or a Notice of Dispute within 30 days from the date of service of the Settlement Offer as calculated under paragraph 52 of the Receiver's Collection Order, shall be deemed to admit the amount(s) owing by them as set out in the Receiver's Claim, and the Receiver shall be entitled to seek default judgment against said Subject Members in the said amounts.

Step 5: Subject to further order of the Court, the Claims Officer appointed to administer the Receiver's Collection Plan may determine the validity and amount of the Receiver's Claim against you if you have filed a Notice of Dispute within the required time lines. Following the determination of the Receiver's Claim against you, the Claims Officer will notify both you and the Receiver of his or her decision, in writing (the "**Claims Decision(s)**").

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Step 6: You or the Receiver will be entitled to appeal the Claims Decision to the Court by serving upon the other and filing with the Court, within fifteen (15) calendar days of notification of the Claims Decision (the "**Appeal Period**"), a notice of appeal returnable on a date to be fixed by the Court. If a notice of appeal is not filed within such period, then the Claims Decision shall be deemed to be final and binding upon you.

SCHEDULE "B"
FORM OF NOTICE TO SUBJECT MEMBERS

CARRIAGE RIDGE OWNERS ASSOCIATION COLLECTION PROCESS

NOTICE TO SUBJECT MEMBERS (DELINQUENT MEMBERS)

SUBJECT MEMBERS OF CARRIAGE RIDGE OWNERS ASSOCIATION

Please read this notice carefully as it may affect your legal rights.

If you are a **Delinquent Member** of the Carriage Ridge Owners Association (the "**Association**"), you may be a Subject Member.

PURPOSE OF THIS NOTICE

BDO Canada Limited has been appointed as the receiver (the "**Receiver**"), of the assets, undertakings and properties of the Association and of property and assets of the Carriage Ridge resort in an application commenced by the Association at the Ontario Superior Court of Justice (Commercial List) bearing Court File No. CV-20-00640266-00CL.

By way of an Order of the Honourable Justice Conway dated February 16, 2021 (the "**Receiver's Collection Order**"), the Receiver has established a process (the "**Receiver's Collection Plan**") for the identification and determination of claims by the Receiver against certain members of the Association for unpaid Basic Charges, Special Charges, Personal Charges, late penalties and interest.

You are a Subject Member if you have a delinquent account in connection with your ownership in the resort and you have not already entered into a payment arrangement to satisfy such claim or it is not yet assigned for litigation. If you are a Subject Member, your legal rights will be affected by the Receiver's Collection Plan.

THE RECEIVER'S COLLECTION PLAN

The Receiver's Collection Plan can be summarized as follows:

- a) **Claim Package.** A Subject Member will receive a Claim Package including the Receiver's Claim, this Notice to Subject Members, an Instruction Letter, a blank Notice of Dispute form and a Settlement Offer, along with any other documentation the Receiver may deem appropriate, by mail or email.
- b) **Settlement of Claims.** If you do not dispute the amount of the Receiver's Claim and are prepared to accept the Settlement Offer, you may notify the Receiver in writing of your acceptance and arrange for payment of the Settlement Amount by no later than thirty (30) days from the date of service of the Claim Package (the "**Acceptance of Settlement Deadline**"). Any notice or communication to be given to the Receiver must be in writing and delivered by email, or if it cannot be given by email by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Collections

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Email: BDOCarriageRidge@bdo.ca

- n) **Notice of Dispute.** If you do dispute the amount of the Receiver's Claim, and do not accept the Settlement Offer, you must complete and deliver the **Notice of Dispute** form and any attachments to the Receiver by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery to the address above, by no later than thirty (30) days from the date of service of the Claim Package (the "Notice of Dispute Deadline").

NOTE: If a Subject Member fails pay the Settlement Amount or deliver to the Receiver a Notice of Dispute within 30 days of the date of service of this Claims Package as calculated under paragraph 52 of the Receiver's Claims Order, judgment may be given against them in their absence and without further notice.

- d) **Determination of Unsettled Disputes by Claims Officer.** Subject to further order of the Court, the Claims Officer appointed to administer the Receiver's Collection Plan will determine the validity and amount of each disputed Receiver's Claim. Following the determination of the Receiver's Claims, the Claims Officer will notify the Receiver and the applicable Subject Member of his or her decision, in writing (the "Claims Decision(s)").
- e) **Right of Appeal.** The Receiver and each Subject Member will be entitled to appeal the Claims Decisions to the Court by serving upon the other and filing with the Court, within fifteen (15) calendar days of notification of the Claims Decisions (the "Appeal Period"), a notice of appeal returnable on a date to be fixed by the Court. If a notice of appeal is not filed within such period, then the Claims Decisions shall be deemed to be final and binding.

ADDITIONAL INFORMATION

Further information, including the Receiver's Collection Order and the First Report of the Receiver filed with the Court in connection with the Receiver's Collection Plan, is available on the Receiver's website: <https://www.bdo.ca/en-ca/extranets/carriage/>.

INTERPRETATION

This notice is a summary of the terms of the Receiver's Collection Order. If there is a conflict between the provisions of this notice and the terms of Receiver's Collection Order, the Receiver's Collection Order prevails.

Any party affected by the Receiver's Collection Order should obtain such legal advice as they deem appropriate as soon as possible to address the matters set out in the Receiver's Collection Order.

THIS NOTICE WAS APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

SCHEDULE "C"
FORM OF NOTICE OF DISPUTE

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CARRIAGE RIDGE OWNERS ASSOCIATION by its Court-appointed
receiver, BDO CANADA LIMITED

Claimant

and

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED SCHEDULE A

Respondent

NOTICE OF DISPUTE

Respondent

Last name, or name of company		
First name	Second name	Also known as
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code		Fax no.
Representative (if any)		LSO #
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code		Fax no.

THIS NOTICE OF DISPUTE IS BEING DELIVERED ON BEHALF OF: (Name(s) of respondent(s))

and I/we: (Check as many as apply)

- Dispute the claim made against me/us.
- Admit the full claim and propose the following terms of payment:

\$ _____ per _____ commencing _____, 20____.

(Amount) (Week/month)

Admit part of the claim in the amount of \$ _____ and propose the following terms of payment:
\$ _____ per _____ commencing _____, 20 _____
(Amount) (Week/month)

REASONS FOR DISPUTING THE CLAIM AND DETAILS:

Explain what happened, including where and when. Explain why you do not agree with the claim made against you.

If you are relying on any documents, you **MUST** attach copies to the Notice of Dispute. If evidence is lost or unavailable, you **MUST** explain why it is not attached.

What happened?

Where?

When?

Why I/we disagree with all or part of the claim:

ADDITIONAL PAGES ARE ATTACHED BECAUSE MORE ROOM WAS NEEDED.

Prepared on: _____, 20 _____
(Signature of defendant or representative)

This Notice of Dispute should be deliver to the Receiver by email or, if it cannot be given by email, by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Collections
Email: BDOCarriageRidge@bdo.ca

CARRIAGE RIDGE OWNERS ASSOCIATION, by its Court-
appointed receiver, BDO CANADA LIMITED

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED
SCHEDULE A

Claimant

Respondent

Court File No. CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO

NOTICE OF DISPUTE

SCHEDULE "D"
FORM OF RECEIVER'S CLAIM

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CARRIAGE RIDGE OWNERS ASSOCIATION by its Court-
appointed receiver, BDO CANADA LIMITED

Claimant

and

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED
SCHEDULE A

Respondent

RECEIVER'S CLAIM

TO THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED SCHEDULE A:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Claimant. The details of the claim made against you are set out in the following pages. The amount of the claim against you is set out at Schedule A hereto.

Please refer to the Instruction Letter that was enclosed with this Receiver's Claim for instructions as to how to respond to this Receiver's Claim. A copy of the Instruction Letter may also be found at: <https://www.bdo.ca/en-ca/extranets/carriage/>

NOTE: If you fail to respond to this Receiver's Claim as instructed in the Instruction Letter, judgment may be given against you in your absence and without further notice.

Date: _____

RECEIVER'S CLAIM

- I BDO Canada Limited, in its capacity as Court-appointed receiver over all of the assets, properties and undertakings of (in such capacity, the "Receiver") of the Carriage Ridge Owners Association (the "Claimant") and the Carriage Ridge Resort (as defined below), claims as against the Subject Member identified in Schedule A hereto (the "Subject Member"), damages as set out in Schedule A hereto, consisting of:
- (a) any indebtedness owing to the Claimant by the Subject Member, which was incurred during the period from <*> to January 6, 2021, pursuant to the TSA (as defined below) (the "Indebtedness");
 - (b) interest on the Indebtedness calculated at a rate of <*>% per annum in accordance with the TSA (or alternatively, at the rate prescribed by the Courts of Justice Act, R.S.O. 1990 c. C. 43, as amended (the "CJA")), from <*> to the date of judgment;
 - (c) post-judgment interest at a rate of <*>% per annum, in accordance with the TSA (or alternatively, at the rate prescribed by the CJA);
 - (d) a fee of \$500 representing an estimate of legal and collection costs incurred to the date of issuance of the Receiver's Collection Plan Order (defined below) (the "Issuance Date");
 - (e) the Receiver's costs of this proceeding from the Issuance Date on a complete or, in the alternative, substantial indemnity basis, plus all applicable disbursements and taxes; and
 - (f) such further and other relief as the Claims Officer (defined below) or the Court may deem just.

Procedural Background

2. The Claimant was established as a not-for-profit entity and incorporated by letter patent on August 6, 1996, as a corporation without share capital under the *Corporations Act* (Ontario) to operate, maintain, improve and protect the Carriage Hill time-sharing resort in Horseshoe Valley, Ontario (the "Carriage Ridge Resort").
3. The Applicant is comprised of its members (the "Members"), each of whom is an owner as tenant-in-common of an undivided interest in the real property on which the Carriage Ridge Resort operates (the "Resort Property").
4. The Receiver was appointed by way of the Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "Court") with effect as of January 6, 2021.
5. By order dated February 16, 2021, the Court authorized the Receiver to collect certain amounts owing to the Applicant by its members, by way of a simplified procedure described therein (the "Receiver's Collection Plan Order"). A copy of the Receiver's Collection Plan Order is publicly available at the Receiver's website located at: <https://www.bdo.ca/en-ca/extranets/carriage/>.
6. Pursuant to the Receiver's Collection Plan Order, the Court appointed a claims officer (the "Claims Officer") to adjudicate claims brought pursuant to the Receiver's Collection Plan Order, including the within Receiver's Claim.

The TSA

7. The Claimant, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., entered into Time Sharing Agreements dated August 8, 2003 (the "TSA"), each relating to a different phase of development of the Resort Property.
8. The Subject Member is party and signatory to an Adherence Agreement, which binds it to the TSA.
9. The Receiver pleads and relies upon all of the terms of the TSA. Pursuant to the terms of the TSA, the Subject Member agreed, among other things, to pay the following charges, in proportion to the number of time-share intervals owned by the Subject Member, where applicable:
 - (a) the Subject Member's share of a "Basic Charge" comprised of Carriage Ridge resort expenses ("Resort Expenses"), due yearly, in advance;
 - (b) the Subject Member's share of any "Special Charge" that may be assessed if the Basic Charges prove to be insufficient to pay Resort Expenses; and
 - (c) any "Personal Charges" resulting from the Subject Member's own acts, such as telephone charges or repair of damage caused by the Subject Member.

The Subject Member's Obligations to the Claimant

10. Between the period from <*> to January 6, 2021, the Subject Member incurred the indebtedness in the form of Basic Charges, Special Charges and Personal Charges in its capacity as a member of the Claimant. Pursuant to the Order of this Court dated July

2, 2020, the Subject Member was assessed a \$1,000 Delinquency Fee on October 1, 2020.

11. The Subject Member is also liable under the TSA for all interest accrued and accruing on the Indebtedness. Such interest, along with the Delinquency Fee, now form part of the Indebtedness.
12. To date, despite the Claimant's and the Receiver's efforts to recover the Indebtedness, the Indebtedness remains outstanding.
13. The Receiver states that it is entitled to payment of the Indebtedness from the Subject Member, pursuant to the terms of the TSA.
14. The Receiver further states that by non-payment of the Indebtedness, the Subject Member has been unjustly enriched, to the detriment of the Claimant and the Claimant's other members, for which enrichment there is no juristic reason. The Receiver pleads and relies upon the principle of unjust enrichment and seeks a disgorgement from the Subject Member in an amount equivalent to the Indebtedness.
15. The Receiver pleads and relies upon the terms of the Receiver's Collection Plan Order, and any applicable Rules and/or statutes referred to therein.
16. If necessary, this Receiver's Claim may be served on a party outside of Ontario without leave in accordance with Rule 17.02 of the Rules of Civil Procedure because it relates to a contract that was made in Ontario.
17. This Receiver's Claim will be prosecuted before the Claims Officer in Toronto in accordance with the Receiver's Collection Plan Order.

Date: <*>, 2021

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, Ontario
M5J 2T9

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Lawyers for BDO Canada Limited

CARRIAGE RIDGE OWNERS ASSOCIATION, by its Court- and
 appointed receiver, BDO CANADA LIMITED

Claimant

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED
 SCHEDULE A

Respondent

Court File No. CV-20-00640266-00CL

**ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST
 PROCEEDING COMMENCED AT TORONTO**

RECEIVER'S CLAIM

AIRD & BERLIS LLP
 Barristers and Solicitors
 181 Bay Street, Suite 1800
 Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
 Tel: (416) 865-3085
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Fax (416) 863-1515

Lawyers for the Claimant

IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O

AND IN THE MATTERS OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE RIDGES OWNERS ASSOCIATION

Applicant

Court File No. CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at Toronto

RECEIVER'S COLLECTION ORDER

AIRD & BERLIS LLP
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*Lawyers for BDO Canada Limited in its capacity as the
court-appointed Receiver of Carriage Ridge Owners
Association*

TAB 2E

Court File No. CV-20-00640265-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM) TUESDAY, THE 16TH DAY
)
JUSTICE CONWAY) OF FEBRUARY, 2021



IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF **CARRIAGE HILLS VACATION
OWNERS ASSOCIATION**

CLAIMS PROCESS AND BAR ORDER

THIS MOTION, made by BDO Canada Limited (“**BDO**”), in its capacity as receiver (in such capacity, the “**Receiver**”) over all of the assets, properties and undertakings of Carriage Hills Vacation Owners Association (the “**Applicant**”) and all the lands and premises on which the Applicant operated the Carriage Hills Resort (the “**Resort Property**”), appointed by Order of the Court with effect as of January 6, 2021 (the “**Receivership Order**”), for an Order approving a claims process, was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver dated February 5, 2021 (the “**Motion Record**”), First Report of the Receiver dated February 5, 2021 (the “**First Report**”), and on hearing the submissions of counsel for the Receiver, counsel for Wyndham Worldwide Corporation, and counsel for Lori Smith and Karen Levins and the submissions of Christopher Diana, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of Christine Doyle sworn February 7, 2021,

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SERVICE

1. **THIS COURT ORDERS** that the time for service of the notice of motion and the motion record be and is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) **“Administration Order”** means the Order of the Court made May 15, 2020, among other things, appointing BDO as administrator of the Applicant;
- (b) **“BIA”** means the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;
- (c) **“Business Day”** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (d) **“Claim”** means:
 - (i) any debt or liability, present or future, to which the Applicant was subject on January 6, 2021 or to which the Applicant may become subject before the Receiver’s discharge by reason of any obligation incurred before January 6, 2021, including, without limitation, a Secured Claim, but excluding any Unaffected Claim;
 - (ii) without limitation to (i) above, any claim that may be raised by way of counter-claim against the Applicant by a Subject Member in response to a Receiver’s Claim, as such terms are defined in the Receiver’s Collection Plan Order made the date of this Order; and
 - (iii) any claim against any past or present director or officer of the Applicant;
- (e) **“Claims Bar Date”** means April 15, 2021;

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- (f) **“Claims Package”** means a package including the Instruction Letter and the Proof of Claim Form;
- (g) **“Creditor”** means a Person having a Claim, and includes a Person having a Secured Claim;
- (h) **“CJA”** means the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended;
- (i) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
- (j) **“Dispute Notice”** means the notice, referred to in paragraph 20 hereof substantially in the form attached as **Schedule “D”** hereto, to be sent by a Creditor who has received, and disputes, a Notice of Revision or Disallowance;
- (k) **“Instruction Letter”** means the instruction letter to Creditors, substantially in the form attached as **Schedule “A”** hereto, regarding the completion of a Proof of Claim;
- (l) **“Member”** means a member of the Applicant;
- (m) **“Notice of Revision or Disallowance”** means the notice referred to in paragraph 17 hereof, substantially in the form attached as **Schedule “C”** hereto, to be sent by the Receiver where it disputes the amount of a Creditor’s Claim or the information set forth in such Creditor’s Proof of Claim;
- (n) **“Person”** means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;
- (o) **“Proof of Claim”** means a proof of claim, as referred to in paragraph 10 hereof, substantially in the form attached as **Schedule “B”** hereto, submitted or to be

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submitted by a Creditor to the Receiver in respect of such Creditor's Claim against the Applicant, in accordance with the Order;

- (p) **"Protocol"** means the E-Service Protocol of the Commercial List;
- (q) **"Receiver's Website"** means the website maintained by the Receiver at the following URL: <https://www.bdo.ca/en-ca/extranets/carriage/>;
- (r) **"Secured Claim"** means a Claim secured by a mortgage, hypothec, pledge, charge or lien on or against the property of the Applicant or any part of that property as security for a debt due or accruing due from the Applicant, or a Claim based on, or secured by, a negotiable instrument held as collateral security and on which the Applicant is only indirectly or secondarily liable; and
- (s) **"Secured Creditor"** means a Creditor holding a Secured Claim;
- (t) **"Unaffected Claim"** means any claim:
 - (i) secured by the Administration Charge, as such term is defined in the Administration Order; or
 - (ii) secured by the Receiver's Charge or the Receiver's Borrowings Charge, as such terms are defined in the Receivership Order; or
 - (iii) against the Resort Property or against any against Member in respect of any mortgage or charge granted by such Member against their ownership interest in the Resort Property; and
- (u) **"Unsecured Creditor"** means a Creditor holding a Claim that is not a Secured Claim.

NOTICE OF CLAIMS

3. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to send a copy of the Claim Package, by ordinary mail or email as soon as practicable and, in any

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event, by no later than February 26, 2021, to each Person listed on the Receiver's BIA section 245 notice, including, without limitation:

- (a) All known Creditors, including, those Creditors which the books and records of the Applicant disclose are owed monies by the Applicant, and which monies remain unpaid in whole or in part;
- (b) any Person who commenced a legal proceeding in any court or tribunal in respect of a cause of action which arose prior to May 15, 2020, and which was served on the Applicant; and
- (c) the Canada Revenue Agency.

4. **THIS COURT ORDERS** that the Receiver shall cause a copy of the Claims Package to be posted on the Receiver's website (www.bdo.ca/en-ca/extranets/carriage/) as soon as practicable after the granting of this Order.

5. **THIS COURT ORDERS** that the Receiver shall dispatch by email, ordinary mail or courier, as soon as practicable following receipt of a request therefor, a copy of the Claims Package to any Person claiming to be a Creditor and requesting such material.

PUBLICATION OF NEWSPAPER NOTICE

6. **THIS COURT ORDERS** that as soon as practicable and, in any event, by no later than five (5) Business Days after the issuance of this Order, the notice of this Order, in substantially the form attached as Schedule "E" hereto (the "Newspaper Notice"), shall be published once by the Receiver in the national edition of *The Globe and Mail*.

7. **THIS COURT ORDERS** that the Newspaper Notice be and is hereby approved.

NOTICE SUFFICIENT

8. **THIS COURT ORDERS** that the publication of the Newspaper Notice, as provided for in paragraph 6 of this Order, and the delivery to the Creditors of the Claims Package as provided for in paragraph 3 of this Order and in accordance with paragraph 5 of this Order, shall constitute

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good and sufficient service and delivery of notice of this Order and notice of the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert Claims and that no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order. Service shall be effective, in the case of mailing, three (3) Business Days after the date of mailing, in the case of service by courier, on the day after the courier package was sent, and in the case of service by fax or e-mail, on the day after the fax or e-mail was transmitted, unless such day is not a Business Day, or the fax or e-mail transmission was made after 5:00 p.m. (Toronto time), in which case, on the next Business Day.

FILING OF PROOFS OF CLAIM

9. **THIS COURT ORDERS** that the Receiver shall include the letter attached as **Schedule “A”** hereto as part of the Claims Package.

10. **THIS COURT ORDERS** that, except as otherwise provided herein and subject to paragraph 11 of this Order, each Creditor that asserts a Claim against the Applicant shall file a written Proof of Claim, in substantially the form attached as **Schedule “B”** hereto, so as to be received by the Receiver on or before the Claims Bar Date, by registered mail, personal delivery, courier or electronic or digital transmission.

11. **THIS COURT ORDERS** that, for greater certainty, Creditors who have separate Claims against each of the Applicant and Carriage Ridge Owners Association (“**Carriage Ridge**”) shall file both a Proof of Claim in respect of the Applicant in this proceeding and a separate proof of claim in the claims process approved in Carriage Ridge’s separate receivership proceeding before this Court (Court File No. CV-20-00640266-00CL).

12. **THIS COURT ORDERS** that a Proof of Claim shall be deemed timely filed only if sent by registered mail, personal delivery, courier or electronic or digital transmission so as to be actually received by the Receiver on or before the Claims Bar Date.

13. **THIS COURT ORDERS** that, in order for a Proof of Claim to be properly filed pursuant to this Order, said Proof of Claim shall be:

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- (a) written in the English or French language;
- (b) denominated in lawful Canadian currency; and
- (c) conform substantially with the Proof of Claim form attached as **Schedule "B"** to this Order.

14. **THIS COURT ORDERS** that Unaffected Claims shall not be subject to this Order and holders of Unaffected Claims shall not be required to file a Proof of Claim in respect of their Unaffected Claims.

CLAIMS BAR

15. **THIS COURT ORDERS** that any Creditor who fails to file a Proof of Claim in respect of a Claim in accordance with this Order on or before the Claims Bar Date, shall, subject to further Order of the Court or paragraph 27 of this Order:

- (a) be forever barred, estopped and enjoined from asserting or enforcing any Claim (or filing a Proof of Claim, as the case may be, with respect to such Claim) against the Applicant and such Claim shall be forever extinguished;
- (b) not be permitted to participate in any distribution in these proceedings on account of any such Claim; and
- (c) not be entitled to receive further notices in these proceedings.

DETERMINATION OF CLAIMS

16. **THIS COURT ORDERS** that the Receiver shall review each Proof of Claim received by the Claims Bar Date, and shall either accept, revise or reject the amount claimed or the information set forth therein.

Notices of Revision or Disallowance

17. **THIS COURT ORDERS** that if the Receiver disputes the amount of a Claim or the information set forth in a Proof of Claim, the Receiver may attempt to consensually resolve same

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with the Creditor, and/or send a Notice of Revision or Disallowance, in substantially the form attached as **Schedule "C"** hereto, to the Creditor by no later than May 31, 2021.

18. **THIS COURT ORDERS** that, if the Creditor does not dispute the Notice of Revision or Disallowance in accordance with paragraph 20 of this Order, then, subject to further order of this Court, the Notice of Revision or Disallowance shall be deemed to be accepted as final and binding.

19. **THIS COURT ORDERS** that if the Receiver does not deliver a Notice of Revision or Disallowance, in accordance with paragraph 17 of this Order, subject to further order of this Court, the amount of a claim or the information set forth in such Creditor's Proof of Claim shall be deemed to be accepted as final and binding.

Dispute Notices

20. **THIS COURT ORDERS** that any Creditor with a Claim who intends to dispute a Notice of Revision or Disallowance shall deliver a Dispute Notice, in substantially the form attached as **Schedule "D"** hereto, to the Receiver by 5:00 p.m. (Toronto time) on the day which is ten (10) calendar days after the date of the Notice of Revision or Disallowance.

21. **THIS COURT ORDERS** that if the Receiver does not receive a Dispute Notice with respect to a Notice of Revision or Disallowance, in accordance with paragraph 20 of this Order, then, subject to further order of this Court, the Notice of Revision or Disallowance shall be deemed to be accepted as final and binding.

22. **THIS COURT ORDERS** that upon receipt of a Dispute Notice, the Receiver shall notify such Creditor of its determination as soon as practicable and the Receiver may attempt to consensually resolve the amount of the Claim with the Creditor. If the Creditor disagrees with the Receiver's determination and any attempts to otherwise to resolve the dispute are unsuccessful, the Receiver will bring a motion for the Court's approval of a procedure to determine the disputed Claim, together with any other such disputed Claims.

NOTICES OF TRANSFEREES

23. **THIS COURT ORDERS** that if, after the earlier of:

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- (a) the date of filing a Proof of Claim; and
- (b) the Claims Bar Date,

the holder of a Claim, or any subsequent holder of same who has been acknowledged by the Applicant in respect thereof prior to January 6, 2021, transfers or assigns such Claim to another Person, the Receiver shall not be obliged to give notice to or to otherwise deal with the transferee or assignee of such Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, have been delivered to the Receiver. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the Creditor in respect of such Claim, and shall be bound by notices given and steps taken in respect thereof in accordance with the provisions of this Order.

NOTICES AND COMMUNICATION

24. **THIS COURT ORDERS** that, except as otherwise provided herein, the Receiver may deliver the Claims Package, a Notice of Revision or Disallowance and any notice or other communication to be given under this Order to Creditors or other interested Persons and the same will be sufficiently given by forwarding true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email to such Creditors or other interested Persons at the address last shown on the books and records of the Applicant. Any such service and delivery shall be deemed to have been received: (a) if sent by ordinary mail or registered mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, through the administration of the Claims Process, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice->

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directions/toronto/eservice-commercial/) shall be valid and effective service. 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 upon transmission.

26. **THIS COURT ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Receiver shall be in writing in substantially the same form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, personal delivery or electronic or digital transmission addressed to:

BDO Canada Limited,
in its capacity as Receiver of Carriage Hills Vacation Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Claims

Email: BDOCarriageHills@bdo.ca

Any such notice or communication shall be deemed to be received upon actual receipt thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may, in its discretion, generally or in individual circumstances, waive, in writing, the time limits imposed on any Creditor under this Order if the Receiver deems it advisable to do so (without prejudice to the requirement that all other Creditors comply with this Order) and, in so doing, may extend any related time period applicable to the Receiver by the same period of time.

28. **THIS COURT ORDERS** that, notwithstanding the terms of this Order, the Receiver may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement or replace this Order.

29. **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.

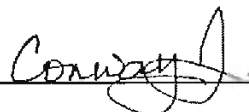
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EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS

30. **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, or abroad, 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.

31. **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.

32. **THIS COURT ORDERS** that this Order and all of its provisions are effective from the as of 12:01 a.m. Eastern Standard Time on the date of this Order without any need for entry and filing.



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

FEB 16 2021

PER / PAR:



SCHEDULE A

Instruction Letter for Completing the Proof of Claim in respect of Carriage Hills Vacation Owners Association (the “Applicant”)

A. Claims Procedure

By Order of the Ontario Superior Court of Justice (Commercial List) made February 16, 2021 pursuant to the *Courts of Justice Act*, R.S.O. 1990, c C.43 (the “**Claims Process and Bar Order**”), which is attached hereto, the Receiver has been authorized to conduct a claims process (the “**Claims Process**”).

This letter provides instructions for responding to or completing the enclosed Proof of Claim. Any capitalized terms not defined herein shall have the meaning ascribed thereto in the Claims Process and Bar Order.

The Claims Process is intended for any Person with any Claim of any kind or nature whatsoever against the Applicant, whether unliquidated, contingent or otherwise. Please review the Claims Process and Bar Order for the complete definition of “Claim”.

If you have any questions regarding the Claims Process, please contact the Court-appointed Receiver at the address provided below.

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

BDO Canada Limited,
in its capacity as Receiver of Carriage Hills Vacation Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Claims

Email: BDOCarrriageHills@bdo.ca

B. General Instructions for Completing the Proof of Claim

The Proof of Claim must be completed by an individual and not a corporation. An individual acting for a corporation or other person must state the capacity in which such individual is acting, such as “Credit Manager”, “Treasurer”, “Authorized Agent”, etc. The individual completing the Proof of Claim must have knowledge of the circumstances connected with the Claim. All Proofs of Claim must be signed, dated and witnessed.

A Statement of Account containing full details of the Claim must be attached to the Proof of Claim. The Proof of Claim should include all amounts owing to you for any goods or services provided to the Applicant before January 6, 2021.

If the Creditor holds a contingent or unliquidated Claim, reasons for the Claim must be provided in addition to the basis upon which the Claim has been valued.

If the Claim or a portion thereof has been sold or assigned, the name of the party purchasing the Claim, the amount of the Claim sold or assigned, as well as supporting documentation, must be attached to the Proof of Claim submitted. The Proof of Claim can be completed by either the original Creditor or by the assignee, but not both. Creditors and assignee(s) must determine amongst themselves who will file the Proof of Claim.

Creditors who, in addition to their Claims against the Applicant, also have claims against Carriage Ridge Owners Association (“**Carriage Ridge**”) must file a second, separate proof of claim in the claims process being conducted in Carriage Ridge’s receivership proceeding.

C. For Creditors Submitting a Proof of Claim

If you believe that you have a Claim against the Applicant you will have to file a Proof of Claim with the Receiver. ***THE PROOF OF CLAIM MUST BE RECEIVED BY 5:00 PM (TORONTO TIME) ON APRIL 15, 2021***, unless the Court orders otherwise.

Additional Proof of Claim forms can be obtained from the Receiver’s website at <https://www.bdo.ca/en-ca/extranets/carriage/> or by contacting the Receiver at the telephone and fax numbers indicated above and providing particulars as to your name, address and facsimile number. Once the Receiver has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

D. Timetable

Pursuant to the Claims Process and Bar Order, the following is the timetable for the Claims Process:

Action Item	Deadline
Creditor Submit Proof of Claim	April 15, 2021, 5:00 p.m.
Receiver send any Notice of Revision or Disallowance	May 31, 2021
Creditor deliver any Dispute Notice	Within 10 days of Notice of Revision or Disallowance
Receiver Determination as to Dispute Notice	As soon as practicable

SCHEDULE B

Proof of Claim in respect of Carriage Hills Vacation Owners Association (the "Applicant")

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the order dated February 16, 2021, as may be amended from time to time (the "Claims Process and Bar Order"). Please type your response or print legibly. An electronic copy of this form may be accessed at <https://www.bdo.ca/en-ca/extranets/carriage/>.

1. PARTICULARS OF CREDITOR

- (a) Full legal name of Creditor (include trade name, if different):

The full legal name should be the name of the Creditor of the Applicant, notwithstanding whether an assignment of its Claims, or a portion thereof, has occurred prior to or following January 6, 2021.

- (b) Full mailing address of the Creditor: (The mailing address should be the mailing address of the Creditor and not any assignee.)

- (c) Other contact information of the Creditor:

Telephone number: _____

Email address: _____

Facsimile number: _____

Attention: _____

Has the Claim(s), or a portion thereof, set out herein been sold, transferred or assigned by the Creditor to another party?

Yes:

No:

2. PARTICULARS OF ASSIGNEE(S) (IF APPLICABLE)

If the Claim(s) set out herein, or a portion thereof, has been sold, transferred or assigned, complete the required information set out below. If there is more than one assignee, please attach a separate sheet which contains all of the required information set out below for each assignee.

(d) Full legal name of the Assignee:

(e) Full mailing address of the Assignee:

(f) Other contact information of the Assignee:

Telephone number: _____
Email address: _____
Facsimile number: _____
Attention: _____

3. CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

(a) That I (check one box only):

am an Unsecured Creditor or assignee of Carriage Hills Vacation Owners Association; OR

am _____ of
(position or title)

(name of Unsecured Creditor or assignee of Carriage Hills Vacation Owners Association) OR

am a Secured Creditor or assignee of Carriage Hills Vacation Owners Association; OR

am _____ of
(position or title)

(name of Secured Creditor or assignee of Carriage Hills Vacation Owners Association) OR

(b) That I have knowledge of all the circumstances connected with the Claim described and set out herein;

(c) That Carriage Hills Vacation Owners Association was and still is indebted to the Creditor as follows (*include all Claims that you assert against the Applicant*):

\$ _____ [Insert \$ value of Claim] CAD

Note: Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as of February 16, 2021.

4. PARTICULARS OF CLAIM

Other than as already set out herein, the particulars of the undersigned's total Claim against the Applicant are attached on a separate sheet.

Provide all particulars of the Claim and supporting documentation, including copy of related contract, amount, description of transaction(s) or agreement(s) giving rise to the Claim, including, without limitation, the amount of invoices and the particulars of all credits and discounts claimed including calculation as necessary and, in the case of a Secured Claim, provide all particulars and documentation of the security held.

5. FILING OF CLAIM

This Proof of Claim form must be received by the Receiver by no later than 5:00 p.m. (Toronto time) on the Claims Bar Date of April 15, 2021, by either registered mail, personal delivery, courier or electronic or digital transmission at the following address:

BDO Canada Limited,
in its capacity as Receiver of Carriage Hills Vacation Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Claims

Email: BDOCarrriageHills@bdo.ca

Failure to file your Proof of Claim and any required documentation as directed in relation to any Claim by 5:00 p.m. (Toronto time) on April 15, 2021 will result in your claim being forever barred and extinguished and you will be prohibited from making or enforcing a Claim against the Applicant and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a creditor in these proceedings.

6. UNAFFECTED CLAIMS

No Person needs to file a claim in respect of an Unaffected Claim.

DATED this _____ day of _____, 2021.

Witness:

Per: _____
Print Name: _____
Print Title: _____

SCHEDULE C
Notice of Revision or Disallowance in respect of Carriage Hills Vacation Owners Association (“the Applicant”)

Name of Creditor: _____

Reference #: _____

Defined terms not defined within this Notice of Revision or Disallowance form have the meaning ascribed thereto in the Claims Process and Bar Order dated February 16, 2021. Pursuant to paragraph 17 of the Claims Process and Bar Order, BDO Canada Limited, in its capacity as Receiver of the Applicant, hereby gives you notice that it has reviewed your Proof of Claim and has revised or rejected your Claim as follows:

(A) Revisions or Disallowance:

	Proof of Claim as Submitted	The Revised Claim as Accepted
Pre-Filing Claim arising prior to January 6, 2021		
Receivership Claim arising on or after January 6, 2021		

(B) Reason for the Revision or Disallowance:

IF YOU DO NOT AGREE WITH THIS NOTICE OF REVISION OR DISALLOWANCE, PLEASE TAKE NOTICE OF THE FOLLOWING:

1. If you intend to dispute this Notice of Revision or Disallowance you must, in relation to a Proof of Claim, *no later than 5:00 p.m. (Toronto time) on the day which is ten (10) calendar days after the date of the Notice of Revision or Disallowance*, deliver a Dispute Notice by registered mail, personal service, courier or electronic or digital transmission to the addresses indicated hereon. The form of Dispute Notice is attached to this Notice.
2. If you do not deliver a Dispute Notice, the amount of your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

Address for Service of Dispute Notices:

BDO Canada Limited,
in its capacity as Receiver of Carriage Hills Vacation Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Claims

Email: BDOCarriageHills@bdo.ca

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIODS, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this _____ day of _____, 2021.

BDO CANADA LIMITED, in its capacity as Court-appointed Receiver of Carriage Hills Vacation Owners Association and the Carriage Hills Resort, and not in its corporate or personal capacity

SCHEDULE D

Dispute Notice in respect of Carriage Hills Vacation Owners Association (the "Applicant")

Defined terms not defined within this Dispute Notice form have the meaning ascribed thereto in the Claims Process and Bar Order dated February 16, 2021. Pursuant to paragraph 20 of the Claims Process and Bar Order, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____ issued by BDO Canada Limited in its capacity as Receiver of the Applicant in respect of our Claim.

Name of Creditor: _____

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

Signature of Individual/Authorized Signing Officer: _____

Date: _____

(Please print name) _____

Telephone Number: () _____ Facsimile Number: () _____

Full Mailing Address: _____

THIS FORM AND SUPPORTING DOCUMENTATION MUST BE RETURNED BY REGISTERED MAIL, PERSONAL SERVICE, COURIER OR ELECTRONIC OR DIGITAL TRANSMISSION TO THE ADDRESS INDICATED HEREIN AND MUST BE RECEIVED BY NO LATER THAN 5:00 P.M. (TORONTO TIME) ON THE DAY WHICH IS TEN (10) CALENDAR DAYS AFTER THE DATE OF THE NOTICE OF REVISION OR DISALLOWANCE.

Address for Service of Dispute Notices:

**BDO Canada Limited,
in its capacity as Receiver of Carriage Hills Vacation Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5**

Attention: Carriage Hills Claims

Email: BDOCarriageHills@bdo.ca

SCHEDULE E

Notice to Creditors of Carriage Hills Vacation Owners Association

RE: NOTICE OF CLAIMS PROCESS FOR CARRIAGE HILLS VACATION OWNERS ASSOCIATION (the "Applicant") IN THE APPLICANT'S RECEIVERSHIP PROCEEDING

PLEASE TAKE NOTICE that this notice is being published pursuant to an order of the Superior Court of Justice of Ontario dated February 16, 2021 (the "Order") establishing a process for determining the amount of Claims (as defined in the Order) against the Applicant. The Court has ordered that the Receiver send Proof of Claim forms to certain creditors of the Applicant. Any person who has not received a Proof of Claim form and who believes that they have a Claim against the Applicant, which claim arose prior to January 6, 2021 or arose on or after January 6, 2021 and relates to the receivership of the Applicant, should send a completed Proof of Claim to the Receiver to be received by no later than 5:00 p.m. (Toronto time) on April 15, 2021 (the "Claims Bar Date").

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

Creditors who have not received a Proof of Claim may obtain a Proof of Claims package from the website of BDO Canada Limited, the Court-appointed Receiver of the Applicant, at <https://www.bdo.ca/en-ca/extranets/carriage/> or by contacting Ms. Mithushaa Berinpalingam (mberinpalingam@bdo.ca).

DATED at _____ this _____ day of _____, 2021.

IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O

AND IN THE MATTERS OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE HILLS VACATIONS OWNERS ASSOCIATION

Applicant

Court File No. CV-20-0064026-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**CLAIMS PROCESS AND BAR
ORDER**

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
Tel: (416) 865-3085
E-mail: smitra@airdberlis.com

Sam Babe (LSO # 49498B)
Tel: (416) 865-7718
E-mail: sbabe@airdberlis.com

Fax (416) 863-1515

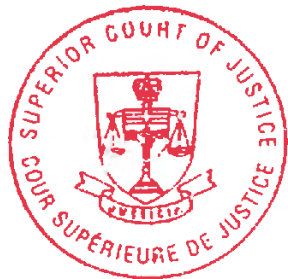
*Lawyers for BDO Canada Limited in its capacity as
the court-appointed Receiver of Carriage Hills
Vacation Owners Association*

TAB 2F

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	TUESDAY, THE 16 TH DAY
)	
JUSTICE CONWAY	)	OF FEBRUARY, 2021



IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF **CARRIAGE RIDGE OWNERS
ASSOCIATION**

CLAIMS PROCESS AND BAR ORDER

THIS MOTION, made by BDO Canada Limited (“**BDO**”), in its capacity as receiver (in such capacity, the “**Receiver**”) over all of the assets, properties and undertakings of Carriage Ridge Owners Association (the “**Applicant**”) and all the lands and premises on which the Applicant operated the Carriage Ridge Resort (the “**Resort Property**”), appointed by Order of the Court with effect as of January 6, 2021 (the “**Receivership Order**”), for an Order approving a claims process, was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver dated February 5, 2021 (the “**Motion Record**”), First Report of the Receiver dated February 5, 2021 (the “**First Report**”), and on hearing the submissions of counsel for the Receiver, counsel for Wyndham Worldwide Corporation, and counsel for Lori Smith and Karen Levins and the submissions of Christopher Diana, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of Christine Doyle sworn February 7, 2021,

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SERVICE

1. **THIS COURT ORDERS** that the time for service of the notice of motion and the motion record be and is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) **“Administration Order”** means the Order of the Court made May 15, 2020, among other things, appointing BDO as administrator of the Applicant;
- (b) **“BIA”** means the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;
- (c) **“Business Day”** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (d) **“Claim”** means:
 - (i) any debt or liability, present or future, to which the Applicant was subject on January 6, 2021 or to which the Applicant may become subject before the Receiver’s discharge by reason of any obligation incurred before January 6, 2021, including, without limitation, a Secured Claim, but excluding any Unaffected Claim;
 - (ii) without limitation to (i) above, any claim that may be raised by way of counter-claim against the Applicant by a Subject Member in response to a Receiver’s Claim, as such terms are defined in the Receiver’s Collection Plan Order made the date of this Order; and
 - (iii) any claim against any past or present director or officer of the Applicant;
- (e) **“Claims Bar Date”** means April 15, 2021;

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- (f) **“Claims Package”** means a package including the Instruction Letter and the Proof of Claim Form;
- (g) **“Creditor”** means a Person having a Claim, and includes a Person having a Secured Claim;
- (h) **“CJA”** means the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended;
- (i) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
- (j) **“Dispute Notice”** means the notice, referred to in paragraph 20 hereof substantially in the form attached as **Schedule “D”** hereto, to be sent by a Creditor who has received, and disputes, a Notice of Revision or Disallowance;
- (k) **“Instruction Letter”** means the instruction letter to Creditors, substantially in the form attached as **Schedule “A”** hereto, regarding the completion of a Proof of Claim;
- (l) **“Member”** means a member of the Applicant;
- (m) **“Notice of Revision or Disallowance”** means the notice referred to in paragraph 17 hereof, substantially in the form attached as **Schedule “C”** hereto, to be sent by the Receiver where it disputes the amount of a Creditor’s Claim or the information set forth in such Creditor’s Proof of Claim;
- (n) **“Person”** means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;
- (o) **“Proof of Claim”** means a proof of claim, as referred to in paragraph 10 hereof, substantially in the form attached as **Schedule “B”** hereto, submitted or to be

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submitted by a Creditor to the Receiver in respect of such Creditor's Claim against the Applicant, in accordance with the Order;

- (p) **"Protocol"** means the E-Service Protocol of the Commercial List;
- (q) **"Receiver's Website"** means the website maintained by the Receiver at the following URL: <https://www.bdo.ca/en-ca/extranets/carriage/>;
- (r) **"Secured Claim"** means a Claim secured by a mortgage, hypothec, pledge, charge or lien on or against the property of the Applicant or any part of that property as security for a debt due or accruing due from the Applicant, or a Claim based on, or secured by, a negotiable instrument held as collateral security and on which the Applicant is only indirectly or secondarily liable; and
- (s) **"Secured Creditor"** means a Creditor holding a Secured Claim;
- (t) **"Unaffected Claim"** means any claim:
 - (i) secured by the Administration Charge, as such term is defined in the Administration Order; or
 - (ii) secured by the Receiver's Charge or the Receiver's Borrowings Charge, as such terms are defined in the Receivership Order; or
 - (iii) against the Resort Property or against any against Member in respect of any mortgage or charge granted by such Member against their ownership interest in the Resort Property; and
- (u) **"Unsecured Creditor"** means a Creditor holding a Claim that is not a Secured Claim.

NOTICE OF CLAIMS

3. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to send a copy of the Claim Package, by ordinary mail or email as soon as practicable and, in any

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event, by no later than February 26, 2021, to each Person listed on the Receiver's BIA section 245 notice, including, without limitation:

- (a) All known Creditors, including, those Creditors which the books and records of the Applicant disclose are owed monies by the Applicant, and which monies remain unpaid in whole or in part;
- (b) any Person who commenced a legal proceeding in any court or tribunal in respect of a cause of action which arose prior to May 15, 2020, and which was served on the Applicant; and
- (c) the Canada Revenue Agency.

4. **THIS COURT ORDERS** that the Receiver shall cause a copy of the Claims Package to be posted on the Receiver's website (www.bdo.ca/en-ca/extranets/carriage/) as soon as practicable after the granting of this Order.

5. **THIS COURT ORDERS** that the Receiver shall dispatch by email, ordinary mail or courier, as soon as practicable following receipt of a request therefor, a copy of the Claims Package to any Person claiming to be a Creditor and requesting such material.

PUBLICATION OF NEWSPAPER NOTICE

6. **THIS COURT ORDERS** that as soon as practicable and, in any event, by no later than five (5) Business Days after the issuance of this Order, the notice of this Order, in substantially the form attached as Schedule "E" hereto (the "Newspaper Notice"), shall be published once by the Receiver in the national edition of *The Globe and Mail*.

7. **THIS COURT ORDERS** that the Newspaper Notice be and is hereby approved.

NOTICE SUFFICIENT

8. **THIS COURT ORDERS** that the publication of the Newspaper Notice, as provided for in paragraph 6 of this Order, and the delivery to the Creditors of the Claims Package as provided for in paragraph 3 of this Order and in accordance with paragraph 5 of this Order, shall constitute

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good and sufficient service and delivery of notice of this Order and notice of the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert Claims and that no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order. Service shall be effective, in the case of mailing, three (3) Business Days after the date of mailing, in the case of service by courier, on the day after the courier package was sent, and in the case of service by fax or e-mail, on the day after the fax or e-mail was transmitted, unless such day is not a Business Day, or the fax or e-mail transmission was made after 5:00 p.m. (Toronto time), in which case, on the next Business Day.

FILING OF PROOFS OF CLAIM

9. **THIS COURT ORDERS** that the Receiver shall include the letter attached as **Schedule “A”** hereto as part of the Claims Package.

10. **THIS COURT ORDERS** that, except as otherwise provided herein and subject to paragraph 11 of this Order, each Creditor that asserts a Claim against the Applicant shall file a written Proof of Claim, in substantially the form attached as **Schedule “B”** hereto, so as to be received by the Receiver on or before the Claims Bar Date, by registered mail, personal delivery, courier or electronic or digital transmission.

11. **THIS COURT ORDERS** that, for greater certainty, Creditors who have separate Claims against each of the Applicant and Carriage Ridge Owners Association (“**Carriage Ridge**”) shall file both a Proof of Claim in respect of the Applicant in this proceeding and a separate proof of claim in the claims process approved in Carriage Ridge’s separate receivership proceeding before this Court (Court File No. CV-20-00640266-00CL).

12. **THIS COURT ORDERS** that a Proof of Claim shall be deemed timely filed only if sent by registered mail, personal delivery, courier or electronic or digital transmission so as to be actually received by the Receiver on or before the Claims Bar Date.

13. **THIS COURT ORDERS** that, in order for a Proof of Claim to be properly filed pursuant to this Order, said Proof of Claim shall be:

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- (a) written in the English or French language;
- (b) denominated in lawful Canadian currency; and
- (c) conform substantially with the Proof of Claim form attached as Schedule "B" to this Order.

14. **THIS COURT ORDERS** that Unaffected Claims shall not be subject to this Order and holders of Unaffected Claims shall not be required to file a Proof of Claim in respect of their Unaffected Claims.

CLAIMS BAR

15. **THIS COURT ORDERS** that any Creditor who fails to file a Proof of Claim in respect of a Claim in accordance with this Order on or before the Claims Bar Date, shall, subject to further Order of the Court or paragraph 27 of this Order:

- (a) be forever barred, estopped and enjoined from asserting or enforcing any Claim (or filing a Proof of Claim, as the case may be, with respect to such Claim) against the Applicant and such Claim shall be forever extinguished;
- (b) not be permitted to participate in any distribution in these proceedings on account of any such Claim; and
- (c) not be entitled to receive further notices in these proceedings.

DETERMINATION OF CLAIMS

16. **THIS COURT ORDERS** that the Receiver shall review each Proof of Claim received by the Claims Bar Date, and shall either accept, revise or reject the amount claimed or the information set forth therein.

Notices of Revision or Disallowance

17. **THIS COURT ORDERS** that if the Receiver disputes the amount of a Claim or the information set forth in a Proof of Claim, the Receiver may attempt to consensually resolve same

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with the Creditor, and/or send a Notice of Revision or Disallowance, in substantially the form attached as **Schedule "C"** hereto, to the Creditor by no later than May 31, 2021.

18. **THIS COURT ORDERS** that, if the Creditor does not dispute the Notice of Revision or Disallowance in accordance with paragraph 20 of this Order, then, subject to further order of this Court, the Notice of Revision or Disallowance shall be deemed to be accepted as final and binding.

19. **THIS COURT ORDERS** that if the Receiver does not deliver a Notice of Revision or Disallowance, in accordance with paragraph 17 of this Order, subject to further order of this Court, the amount of a claim or the information set forth in such Creditor's Proof of Claim shall be deemed to be accepted as final and binding.

Dispute Notices

20. **THIS COURT ORDERS** that any Creditor with a Claim who intends to dispute a Notice of Revision or Disallowance shall deliver a Dispute Notice, in substantially the form attached as **Schedule "D"** hereto, to the Receiver by 5:00 p.m. (Toronto time) on the day which is ten (10) calendar days after the date of the Notice of Revision or Disallowance.

21. **THIS COURT ORDERS** that if the Receiver does not receive a Dispute Notice with respect to a Notice of Revision or Disallowance, in accordance with paragraph 20 of this Order, then, subject to further order of this Court, the Notice of Revision or Disallowance shall be deemed to be accepted as final and binding.

22. **THIS COURT ORDERS** that upon receipt of a Dispute Notice, the Receiver shall notify such Creditor of its determination as soon as practicable and the Receiver may attempt to consensually resolve the amount of the Claim with the Creditor. If the Creditor disagrees with the Receiver's determination and any attempts to otherwise to resolve the dispute are unsuccessful, the Receiver will bring a motion for the Court's approval of a procedure to determine the disputed Claim, together with any other such disputed Claims.

NOTICES OF TRANSFEREES

23. **THIS COURT ORDERS** that if, after the earlier of:

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- (a) the date of filing a Proof of Claim; and
- (b) the Claims Bar Date,

the holder of a Claim, or any subsequent holder of same who has been acknowledged by the Applicant in respect thereof prior to January 6, 2021, transfers or assigns such Claim to another Person, the Receiver shall not be obliged to give notice to or to otherwise deal with the transferee or assignee of such Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, have been delivered to the Receiver. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the Creditor in respect of such Claim, and shall be bound by notices given and steps taken in respect thereof in accordance with the provisions of this Order.

NOTICES AND COMMUNICATION

24. **THIS COURT ORDERS** that, except as otherwise provided herein, the Receiver may deliver the Claims Package, a Notice of Revision or Disallowance and any notice or other communication to be given under this Order to Creditors or other interested Persons and the same will be sufficiently given by forwarding true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email to such Creditors or other interested Persons at the address last shown on the books and records of the Applicant. Any such service and delivery shall be deemed to have been received: (a) if sent by ordinary mail or registered mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, through the administration of the Claims Process, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice->

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directions/toronto/eservice-commercial/) shall be valid and effective service. 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 upon transmission.

26. **THIS COURT ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Receiver shall be in writing in substantially the same form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, personal delivery or electronic or digital transmission addressed to:

BDO Canada Limited,
in its capacity as Receiver of Carriage Ridge Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Claims

Email: BDOCarriageRidge@bdo.ca

Any such notice or communication shall be deemed to be received upon actual receipt thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may, in its discretion, generally or in individual circumstances, waive, in writing, the time limits imposed on any Creditor under this Order if the Receiver deems it advisable to do so (without prejudice to the requirement that all other Creditors comply with this Order) and, in so doing, may extend any related time period applicable to the Receiver by the same period of time.

28. **THIS COURT ORDERS** that, notwithstanding the terms of this Order, the Receiver may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement or replace this Order.

29. **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.

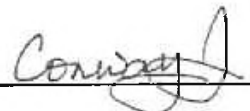
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EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS

30. **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, or abroad, 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.

31. **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.

32. **THIS COURT ORDERS** that this Order and all of its provisions are effective from the as of 12:01 a.m. Eastern Standard Time on the date of this Order without any need for entry and filing.



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

FEB 16 2021

PER / PAR:



SCHEDULE A

Instruction Letter for Completing the Proof of Claim in respect of Carriage Ridge Owners Association (the “Applicant”)

A. Claims Procedure

By Order of the Ontario Superior Court of Justice (Commercial List) made February 16, 2021 pursuant to the *Courts of Justice Act*, R.S.O. 1990, c C.43 (the “**Claims Process and Bar Order**”), which is attached hereto, the Receiver has been authorized to conduct a claims process (the “**Claims Process**”).

This letter provides instructions for responding to or completing the enclosed Proof of Claim. Any capitalized terms not defined herein shall have the meaning ascribed thereto in the Claims Process and Bar Order.

The Claims Process is intended for any Person with any Claim of any kind or nature whatsoever against the Applicant, whether unliquidated, contingent or otherwise. Please review the Claims Process and Bar Order for the complete definition of “Claim”.

If you have any questions regarding the Claims Process, please contact the Court-appointed Receiver at the address provided below.

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

BDO Canada Limited,
in its capacity as Receiver of Carriage Ridge Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Claims

Email: BDOCarriageRidge@bdo.ca

B. General Instructions for Completing the Proof of Claim

The Proof of Claim must be completed by an individual and not a corporation. An individual acting for a corporation or other person must state the capacity in which such individual is acting, such as “Credit Manager”, “Treasurer”, “Authorized Agent”, etc. The individual completing the Proof of Claim must have knowledge of the circumstances connected with the Claim. All Proofs of Claim must be signed, dated and witnessed.

A Statement of Account containing full details of the Claim must be attached to the Proof of Claim. The Proof of Claim should include all amounts owing to you for any goods or services provided to the Applicant before January 6, 2021.

If the Creditor holds a contingent or unliquidated Claim, reasons for the Claim must be provided in addition to the basis upon which the Claim has been valued.

If the Claim or a portion thereof has been sold or assigned, the name of the party purchasing the Claim, the amount of the Claim sold or assigned, as well as supporting documentation, must be attached to the Proof of Claim submitted. The Proof of Claim can be completed by either the original Creditor or by the assignee, but not both. Creditors and assignee(s) must determine amongst themselves who will file the Proof of Claim.

Creditors who, in addition to their Claims against the Applicant, also have claims against Carriage Ridge Owners Association (“Carriage Ridge”) must file a second, separate proof of claim in the claims process being conducted in Carriage Ridge’s receivership proceeding.

C. For Creditors Submitting a Proof of Claim

If you believe that you have a Claim against the Applicant you will have to file a Proof of Claim with the Receiver. ***THE PROOF OF CLAIM MUST BE RECEIVED BY 5:00 PM (TORONTO TIME) ON APRIL 15, 2021***, unless the Court orders otherwise.

Additional Proof of Claim forms can be obtained from the Receiver’s website at <https://www.bdo.ca/en-ca/extranets/carriage/> or by contacting the Receiver at the telephone and fax numbers indicated above and providing particulars as to your name, address and facsimile number. Once the Receiver has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

D. Timetable

Pursuant to the Claims Process and Bar Order, the following is the timetable for the Claims Process:

Action Item	Deadline
Creditor Submit Proof of Claim	April 15, 2021, 5:00 p.m.
Receiver send any Notice of Revision or Disallowance	May 31, 2021
Creditor deliver any Dispute Notice	Within 10 days of Notice of Revision or Disallowance
Receiver Determination as to Dispute Notice	As soon as practicable

SCHEDULE B

Proof of Claim in respect of Carriage Ridge Owners Association (the "Applicant")

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the order dated February 16, 2021, as may be amended from time to time (the "Claims Process and Bar Order"). Please type your response or print legibly. An electronic copy of this form may be accessed at <https://www.bdo.ca/en-ca/extranets/carriage/>.

1. PARTICULARS OF CREDITOR

- (a) Full legal name of Creditor (include trade name, if different):

The full legal name should be the name of the Creditor of the Applicant, notwithstanding whether an assignment of its Claims, or a portion thereof, has occurred prior to or following January 6, 2021.

- (b) Full mailing address of the Creditor: (The mailing address should be the mailing address of the Creditor and not any assignee.)

- (c) Other contact information of the Creditor:

Telephone number: _____

Email address: _____

Facsimile number: _____

Attention: _____

Has the Claim(s), or a portion thereof, set out herein been sold, transferred or assigned by the Creditor to another party?

Yes:

No:

2. PARTICULARS OF ASSIGNEE(S) (IF APPLICABLE)

If the Claim(s) set out herein, or a portion thereof, has been sold, transferred or assigned, complete the required information set out below. If there is more than one assignee, please attach a separate sheet which contains all of the required information set out below for each assignee.

(d) Full legal name of the Assignee:

(e) Full mailing address of the Assignee:

(f) Other contact information of the Assignee:

Telephone number: _____

Email address: _____

Facsimile number: _____

Attention: _____

3. CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

(a) That I (check one box only):

am an Unsecured Creditor or assignee of Carriage Ridge Owners Association; OR

am _____ of
(position or title)

(name of Unsecured Creditor or assignee of Carriage Ridge Owners Association) OR

am a Secured Creditor or assignee of Carriage Ridge Owners Association; OR

am _____ of
(position or title)

(name of Secured Creditor or assignee of Carriage Ridge Owners Association) OR

(b) That I have knowledge of all the circumstances connected with the Claim described and set out herein;

(c) That Carriage Ridge Owners Association was and still is indebted to the Creditor as follows (*include all Claims that you assert against the Applicant*):

\$ _____ [Insert \$ value of Claim] CAD

Note: Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as of February 16, 2021.

4. PARTICULARS OF CLAIM

Other than as already set out herein, the particulars of the undersigned's total Claim against the Applicant are attached on a separate sheet.

Provide all particulars of the Claim and supporting documentation, including copy of related contract, amount, description of transaction(s) or agreement(s) giving rise to the Claim, including, without limitation, the amount of invoices and the particulars of all credits and discounts claimed including calculation as necessary and, in the case of a Secured Claim, provide all particulars and documentation of the security held.

5. FILING OF CLAIM

This Proof of Claim form must be received by the Receiver by no later than 5:00 p.m. (Toronto time) on the Claims Bar Date of April 15, 2021, by either registered mail, personal delivery, courier or electronic or digital transmission at the following address:

BDO Canada Limited,
in its capacity as Receiver of Carriage Ridge Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Claims

Email: BDOCarriageRidge@bdo.ca

Failure to file your Proof of Claim and any required documentation as directed in relation to any Claim by 5:00 p.m. (Toronto time) on April 15, 2021 will result in your claim being forever barred and extinguished and you will be prohibited from making or enforcing a Claim against the Applicant and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a creditor in these proceedings.

6. UNAFFECTED CLAIMS

No Person needs to file a claim in respect of an Unaffected Claim.

DATED this _____ day of _____, 2021.

Witness:

Per: _____

Print Name: _____

Print Title: _____

SCHEDULE C**Notice of Revision or Disallowance in respect of Carriage Ridge Owners Association (“the Applicant”)**

Name of Creditor: _____

Reference #: _____

Defined terms not defined within this Notice of Revision or Disallowance form have the meaning ascribed thereto in the Claims Process and Bar Order dated February 16, 2021. Pursuant to paragraph 17 of the Claims Process and Bar Order, BDO Canada Limited, in its capacity as Receiver of the Applicant, hereby gives you notice that it has reviewed your Proof of Claim and has revised or rejected your Claim as follows:

(A) Revisions or Disallowance:

	Proof of Claim as Submitted	The Revised Claim as Accepted
Pre-Filing Claim arising prior to January 6, 2021		
Receivership Claim arising on or after January 6, 2021		

(B) Reason for the Revision or Disallowance:

IF YOU DO NOT AGREE WITH THIS NOTICE OF REVISION OR DISALLOWANCE, PLEASE TAKE NOTICE OF THE FOLLOWING:

1. If you intend to dispute this Notice of Revision or Disallowance you must, in relation to a Proof of Claim, *no later than 5:00 p.m. (Toronto time) on the day which is ten (10) calendar days after the date of the Notice of Revision or Disallowance*, deliver a Dispute Notice by registered mail, personal service, courier or electronic or digital transmission to the addresses indicated hereon. The form of Dispute Notice is attached to this Notice.
2. If you do not deliver a Dispute Notice, the amount of your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

Address for Service of Dispute Notices:

BDO Canada Limited,
in its capacity as Receiver of Carriage Ridge Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Claims

Email: BDOCarriageRidge@bdo.ca

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIODS, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this _____ day of _____, 2021.

BDO CANADA LIMITED, in its capacity as Court-appointed Receiver of Carriage Ridge Owners Association and the Carriage Ridge Resort, and not in its corporate or personal capacity

SCHEDULE D

Dispute Notice in respect of Carriage Ridge Owners Association (the "Applicant")

Defined terms not defined within this Dispute Notice form have the meaning ascribed thereto in the Claims Process and Bar Order dated February 16, 2021. Pursuant to paragraph 20 of the Claims Process and Bar Order, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____ issued by BDO Canada Limited in its capacity as Receiver of the Applicant in respect of our Claim.

Name of Creditor: _____

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

Signature of Individual/Authorized Signing Officer: _____

Date: _____

(Please print name) _____

Telephone Number: () _____ Facsimile Number: () _____

Full Mailing Address: _____

THIS FORM AND SUPPORTING DOCUMENTATION MUST BE RETURNED BY REGISTERED MAIL, PERSONAL SERVICE, COURIER OR ELECTRONIC OR DIGITAL TRANSMISSION TO THE ADDRESS INDICATED HEREIN AND MUST BE RECEIVED BY NO LATER THAN 5:00 P.M. (TORONTO TIME) ON THE DAY WHICH IS TEN (10) CALENDAR DAYS AFTER THE DATE OF THE NOTICE OF REVISION OR DISALLOWANCE.

Address for Service of Dispute Notices:

BDO Canada Limited,
in its capacity as Receiver of Carriage Ridge Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Claims

Email: BDOCarriageRidge@bdo.ca

SCHEDULE E**Notice to Creditors of Carriage Ridge Owners Association**

RE: NOTICE OF CLAIMS PROCESS FOR CARRIAGE RIDGE OWNERS ASSOCIATION (the "Applicant") IN THE APPLICANT'S RECEIVERSHIP PROCEEDING

PLEASE TAKE NOTICE that this notice is being published pursuant to an order of the Superior Court of Justice of Ontario dated February 16, 2021 (the "Order") establishing a process for determining the amount of Claims (as defined in the Order) against the Applicant. The Court has ordered that the Receiver send Proof of Claim forms to certain creditors of the Applicant. Any person who has not received a Proof of Claim form and who believes that they have a Claim against the Applicant, which claim arose prior to January 6, 2021 or arose on or after January 6, 2021 and relates to the receivership of the Applicant, should send a completed Proof of Claim to the Receiver to be received by no later than 5:00 p.m. (Toronto time) on April 15, 2021 (the "Claims Bar Date").

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

Creditors who have not received a Proof of Claim may obtain a Proof of Claims package from the website of BDO Canada Limited, the Court-appointed Receiver of the Applicant, at <https://www.bdo.ca/en-ca/extranets/carriage/> or by contacting Ms. Mithushaa Berinpalingam (mberinpalingam@bdo.ca).

DATED at _____ this _____ day of _____, 2021.

IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O

AND IN THE MATTERS OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE RIDGES OWNERS ASSOCIATION

Applicant

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**CLAIMS PROCESS AND BAR
ORDER**

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
Tel: (416) 865-3085
E-mail: smitra@airdberlis.com

Sam Babe (LSO # 49498B)
Tel: (416) 865-7718
E-mail: sbabe@airdberlis.com

Fax (416) 863-1515

*Lawyers for BDO Canada Limited in its capacity as
the court-appointed Receiver of Carriage Ridge
Owners Association*

TAB 2G

Prime Clerk LLC Engagement Agreement

This Agreement is entered into as of October 20, 2021 between Prime Clerk LLC ("**Prime Clerk**") and BDO Canada Limited in its capacity as court-appointed Receiver and not in its personal or corporate capacity (the "**Receiver**") of Carriage Hills Vacation Owners Association and Carriage Ridge Owners Association (together with their affiliates and subsidiaries, the "**Company**").

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

- (a) Prime Clerk agrees to provide the Receiver with consulting services regarding legal noticing, claims management and reconciliation, disbursements, communications, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement) and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations or court rules or orders (all such services collectively, the "**Services**").
- (b) The Receiver, on behalf of the Company, acknowledges and agrees that Prime Clerk will often take direction from the Receiver's representatives, employees, agents and/or professionals (collectively, the "**Company Parties**") with respect to providing Services hereunder. The parties agree that Prime Clerk may rely upon, and the Receiver agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Receiver.
- (c) The Receiver agrees and understands that Prime Clerk shall not provide the Receiver, the Company or any other party with legal advice.

2. Rates, Expenses and Payment

- (a) Prime Clerk will provide the Services on an as-needed basis and upon request or agreement of the Receiver, in each case in accordance with the rate structure attached hereto and incorporated by reference herein (the "**Rate Structure**"). Subject to section 8 below, the Company agrees to pay for reasonable out of pocket expenses incurred by Prime Clerk in connection with providing Services hereunder.
- (b) The Rate Structure sets forth individual unit pricing for each of the Services. The Receiver may request separate Services or all of the Services.
- (c) Prime Clerk will bill the Company no less frequently than monthly. All invoices shall be due and payable on thirty (30) day terms. Where an expense or group of expenses to be incurred is expected to exceed \$5,000 (e.g., publication notice), Prime Clerk will require permission from the Receiver before incurring such expense and may require advance or direct payment from the Receiver before the performance of Services hereunder.
- (d) In case of a good faith dispute with respect to an invoice amount, the Receiver shall provide a detailed written notice of such dispute to Prime Clerk within 15 days of receipt of the invoice. The undisputed portion of the invoice will remain due and payable in accordance with paragraph 2(c).

- (e) The Company shall pay any fees and expenses for Services relating to, arising out of or resulting from any error or omission made by the Company or the Company Parties.
- (f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Prime Clerk or paid by Prime Clerk to a taxing authority.

3. Confidentiality

- (a) The Company, the Receiver, and Prime Clerk agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the party's possession or known to it, independently developed, lawfully obtained from a third party or required to be disclosed by law, then a party shall bear no responsibility for publicly disclosing such information.
- (b) If any party hereto reasonably believes that it is required to disclose any confidential information pursuant to any law, order or statute, such party shall provide written notice to the other parties promptly after receiving such order, to allow the other parties sufficient time to seek any remedy available under applicable law to prevent disclosure of the information.

4. Property Rights

Prime Clerk reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation and any other information or property (collectively, "**Property**") furnished by Prime Clerk for itself or for use by the Company hereunder. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Receiver's or Company's use during and in connection with the Services provided by Prime Clerk hereunder.

5. Bank Accounts

At the request of the Receiver, Prime Clerk shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions. To the extent that certain financial products are provided to the Company or the Receiver pursuant to Prime Clerk's agreement with financial institutions, Prime Clerk may receive compensation from such institutions for the services Prime Clerk provides pursuant to such agreement.

6. Term and Termination

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to the other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) gross negligence or willful misconduct of Prime Clerk that

- causes material harm to the Receiver's efforts in fulfilling its duties, or (ii) the failure of the Company to pay Prime Clerk invoices for more than 60 days from the date of invoice.
- (b) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Prime Clerk hereunder provided that the Cause of termination was not due to Prime Clerk's gross negligence or willful misconduct.
 - (c) If this Agreement is terminated, Prime Clerk shall coordinate with the Receiver to maintain an orderly transfer of record keeping functions, and Prime Clerk shall provide the necessary staff, services and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Rate Structure.

7. No Representations or Warranties

Prime Clerk makes no representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

8. Legal Expenses

In the event Prime Clerk incurs costs in a legal proceeding involving this Agreement or the Services provided hereunder, other than a proceeding resulting from the gross negligence or willful misconduct of Prime Clerk, the Receiver covenants and agrees that the Company will pay or reimburse Prime Clerk for its reasonable costs to a maximum of \$250,000 for each of Carriage Hills Vacation Owners Association and Carriage Ridge Owners Association (or \$500,000 in total). To cover payment of such potential obligations, the Receiver will establish and maintain a reserve in each of the estates of Carriage Hills Vacation Owners Association and Carriage Ridge Owners Association, in each case in the amount of \$250,000. Upon the issuance of an order terminating the receivership, the Company's obligations under this section 8 will expire and the reserves shall be released for distribution to stakeholders of the Company.

9. Limitations of Liability

Except as expressly provided herein, Prime Clerk's liability to the Company and the Receiver for any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (collectively, "**Losses**") resulting from, arising out of or related to Prime Clerk's performance hereunder, unless due to Prime Clerk's gross negligence or willful misconduct, shall be limited to the total amount paid by the Company for the portion of the particular work that gave rise to the alleged Loss. In no event shall Prime Clerk's liability to the Company or the Receiver for any Losses arising out of this Agreement exceed the total amount actually paid to Prime Clerk for Services provided hereunder. In no event shall Prime Clerk be liable for any indirect, special or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

10. Company Data

- (a) The Company and the Receiver are responsible for, and Prime Clerk does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Prime Clerk and for the output of such information.
- (b) The Company and the Receiver each agrees, represents and warrants to Prime Clerk that before delivery of any information to Prime Clerk: (i) the Company and/or the Receiver have

- full authority to deliver such information to Prime Clerk; and (ii) Prime Clerk is authorized to use such information to perform Services hereunder.
- (c) Any data, storage media, programs or other materials furnished to Prime Clerk by the Company or the Receiver may be retained by Prime Clerk until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Prime Clerk under this Agreement as a result of data, storage media or other materials maintained, stored or disposed of by Prime Clerk. Any such disposal shall be in a manner requested by or acceptable to the Receiver; provided that if the Company has not utilized Prime Clerk's Services for a period of 90 days or more, Prime Clerk may dispose of any such materials, and be reimbursed by the Company for the expense of such disposition, after giving the Receiver 30 days' notice. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information provided by the Company to Prime Clerk.
 - (d) If Prime Clerk is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media or other materials shall comply with any applicable court orders and rules or clerk's office instructions.
 - (e) Prime Clerk may use Company's name and logo on its website and in its promotional materials to state that Company is a customer of Prime Clerk and its Services during and after the term of this Agreement.

11. Non-Solicitation

The Company and the Receiver each agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of Prime Clerk during the term of this Agreement and for a period of 12 months after termination thereof unless Prime Clerk provides prior written consent to such solicitation or retention.

12. Force Majeure

Whenever performance by Prime Clerk of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, pandemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Prime Clerk's reasonable control, then such performance shall be excused, and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

13. Choice of Law

The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

14. Disputes

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), and judgment upon the award rendered by the Court may be entered in any court having jurisdiction.

15. Integration; Severability; Modifications; Assignment

- (a) Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements and communications between the parties relating to the subject matter hereof.
- (b) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Receiver and an officer of Prime Clerk.
- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other which will not be unreasonably withheld.

16. Effectiveness of Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

17. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Prime Clerk: Prime Clerk LLC
One Grand Central Place
60 East 42nd Street, Suite 1440
New York, NY 10165
Attn: Shira Weiner
Tel: (212) 257-5450
Email: legal@primeclerk.com

If to the Receiver: BDO Canada Limited
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5
Attn: Matthew Marchand
Tel: 416-369-4755
Email: mmarchand@bdo.ca

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

Prime Clerk LLC



By: Shira Weiner

Title: General Counsel

BDO Canada Limited, in its capacity as Receiver
of the Company and not in its personal or corporate capacity



By: Matthew Marchand

Title: Senior Vice President

RATES

Quality.
 Partnership.
 Expertise.
 Innovation.

Title	Hourly Rate
Analyst	\$30 - \$50
Technology Consultant	\$35 - \$95
Consultant/Senior Consultant	\$65 - \$165
Director	\$170 - \$190
Solicitation Consultant	\$190
Director of Solicitation	\$210
Printing and Noticing Services	
Printing	\$0.10 per page
Customization/Envelope Printing	\$0.05 each
Document folding and inserting	No charge
Postage/Overnight Delivery	Preferred Rates
Public Securities Events	Varies by Event
Standard E-mail Noticing	No charge
Fax Noticing	\$0.10 per page
Envelopes	Varies by Size
Electronic Imaging	\$0.12 per image
Data Storage, maintenance and security	\$0.10 per record per month
Virtual Data Rooms	Available on request
Disbursement account set up fee	\$2,500
Digital payments	Available upon request
Check issuance/Wire issuance	\$3.50 per check / \$5.00 per wire
1099 issuance	\$9.50 per 1099

About Kroll

Kroll is the world's premier provider of services and digital products related to governance, risk and transparency. We work with clients across diverse sectors in the areas of valuation, expert services, investigations, cyber security, corporate finance, restructuring, legal and business solutions, data analytics and regulatory compliance. Our firm has nearly 5,000 professionals in 30 countries and territories around the world. For more information, visit www.krollbusinessservices.com.

TAB 2H

*****ACTION REQUIRED ON OR BEFORE DECEMBER 30, 2021*****

Account ID:

November 18, 2021

Dear

RE: In the matter of the Court appointed Receivership of Carriage Hills Vacation Owners Association (“CHVOA” or the “Association”)

As you are aware, on January 6, 2021, BDO Canada Limited was appointed as receiver (the “**Receiver**”) over all the assets, properties and undertakings of CHVOA and all the lands and premises on which CHVOA operated the Carriage Hills Resort (the “**Hills Resort**”) pursuant to an order (the “**Appointment Order**”) issued by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). A copy of the Appointment Order and other information related to these proceedings can be found at <https://www.bdo.ca/en-ca/extranets/carriage/> (the “**Case Website**”).

As detailed in the Receiver’s reports to the Court, which are posted on the Case Website, the Receiver has identified a number of issues with the Association’s records, including not having complete, current and accurate ownership records which includes the contact information for all Owners. Before any distributions to Owners from the sale of the Hills Resort or other CHVOA assets can be made, the Receiver must run an ownership claims process (the “**Ownership Claims Process**”) to determine the correct parties for distribution purposes. The Receiver will be seeking Court approval of the Ownership Claims Process at the upcoming Court hearing scheduled for December 15, 2021 at 10:00am (EST). The YouTube link to allow you to view the court hearing can be found on the following landing page: <https://sites-airdberlis.vuturevx.com/143/3555/landing-pages/livestream-link.asp>.

To assist with the development and administration of the Ownership Claims Process, the Receiver has retained the services of Prime Clerk LLC (“**Prime Clerk**”). Since the ownership records are incomplete or potentially inaccurate, the Receiver, through Prime Clerk, will be conducting an outreach to Owners (the “**Owner Outreach**”) in an attempt to obtain the contact information for Owners prior to the commencement of the Ownership Claims Process.

On the **reverse side of this letter** are instructions detailing the steps you will need to take to access the Owner Outreach online portal set up by Prime Clerk. Please follow the instructions to access this portal to confirm or update your contact information and provide the contact names and details for all joint-Owners for which you share your interval(s). **If you do not follow the instructions on the reverse side of this letter on or before December 30, 2021, it may delay any distribution that you may be entitled to receive.** Thank you for your assistance and participation in this essential part of the Ownership Claims Process.

Yours very truly,

BDO Canada Limited
 Court appointed Receiver of
 Carriage Hills Vacation Owners Association
 and not in its personal or corporate capacity

Account ID:**Instructions**

Prime Clerk has set up an Owner Outreach online portal for you to confirm or update your contact information and provide the contact information for all the joint-Owners for which you share your interval(s). The Receiver will use the information received in the Owner Outreach to contact Owners in the Ownership Claims Process. The Owner Outreach is the first step in the distribution process and impactful to having an efficient Ownership Claims Process. ***Accurate completion and submission of the required information is a critical first step to the ensuring that you receive any distribution that may be owing to you. To the extent you have multiple Equiant accounts, you must submit a separate Outreach form for each Equiant account you have an interest in.***

You may access Prime Clerk's portal at www.carriageoutreach.com. Include your Account ID (located at the top of this page) when completing the online contact form ("**Contact Form**"). (Please note, you may also receive these instructions via email. You should confirm or update your contact information on the online portal only once.)

When completing the contact form, you must provide a copy of documentation to identify yourself and your address. This documentation will be used by the Receiver to verify your contact information to ensure any communications or claim distributions are being sent to the correct party and address. Appropriate proof of identification and proof of address include the following:

- Proof of Identification, one of the following:
 - Driver's License or non-Driver, government issued photo ID
 - Passport or NEXUS card
 - Student ID

- Proof of address, one of the following:
 - Utility bill
 - Credit Card Statement
 - Lease agreement
 - Mortgage Statement

Finally, to the extent your interval has any joint-Owners, we require that you provide their full legal name(s) and contact information on the Contact Form so that the Receiver may include them in the Ownership Claims Process.

If you have any questions regarding these instructions, please reach out to Prime Clerk at (844) 205-4338 (Toll Free in Canada and the United States), (312) 345-0605 (Outside Canada and the United States), or carriageinfo@primeclerk.com.

TAB 2I

*****ACTION REQUIRED ON OR BEFORE DECEMBER 30, 2021*****

Account ID:

November 18, 2021

Dear

RE: In the matter of the Court appointed Receivership of Carriage Ridge Owners Association (“CROA” or the “Association”)

As you are aware, on January 6, 2021, BDO Canada Limited was appointed as receiver (the “**Receiver**”) over all the assets, properties and undertakings of CROA and all the lands and premises on which CROA operated the Carriage Ridge Resort (the “**Ridge Resort**”) pursuant to an order (the “**Appointment Order**”) issued by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). A copy of the Appointment Order and other information related to these proceedings can be found at <https://www.bdo.ca/en-ca/extranets/carriage/> (the “**Case Website**”).

As detailed in the Receiver’s reports to the Court, which are posted on the Case Website, the Receiver has identified a number of issues with the Association’s records, including not having complete, current and accurate ownership records which includes the contact information for all Owners. Before any distributions to Owners from the sale of the Ridge Resort or other CROA assets can be made, the Receiver must run an ownership claims process (the “**Ownership Claims Process**”) to determine the correct parties for distribution purposes. The Receiver will be seeking Court approval of the Ownership Claims Process at the upcoming Court hearing scheduled for December 15, 2021 at 10:00am (EST). The YouTube link to allow you to view the court hearing can be found on the following landing page: <https://sites-airdberlis.vuturevx.com/143/3555/landing-pages/livestream-link.asp>.

To assist with the development and administration of the Ownership Claims Process, the Receiver has retained the services of Prime Clerk LLC (“**Prime Clerk**”). Since the ownership records are incomplete or potentially inaccurate, the Receiver, through Prime Clerk, will be conducting an outreach to Owners (the “**Owner Outreach**”) in an attempt to obtain the contact information for Owners prior to the commencement of the Ownership Claims Process.

On the **reverse side of this letter** are instructions detailing the steps you will need to take to access the Owner Outreach online portal set up by Prime Clerk. Please follow the instructions to access this portal to confirm or update your contact information and provide the contact names and details for all joint-Owners for which you share your interval(s). **If you do not follow the instructions on the reverse side of this letter on or before December 30, 2021, it may delay any distribution that you may be entitled to receive.** Thank you for your assistance and participation in this essential part of the Ownership Claims Process.

Yours very truly,

BDO Canada Limited
 Court appointed Receiver of
 Carriage Ridge Owners Association
 and not in its personal or corporate capacity

Account ID:**Instructions**

Prime Clerk has set up an Owner Outreach online portal for you to confirm or update your contact information and provide the contact information for all the joint-Owners for which you share your interval(s). The Receiver will use the information received in the Owner Outreach to contact Owners in the Ownership Claims Process. The Owner Outreach is the first step in the distribution process and impactful to having an efficient Ownership Claims Process. ***Accurate completion and submission of the required information is a critical first step to the ensuring that you receive any distribution that may be owing to you. To the extent you have multiple Equiant accounts, you must submit a separate Outreach form for each Equiant account you have an interest in.***

You may access Prime Clerk's portal at www.carriageoutreach.com. Include your Account ID (located at the top of this page) when completing the online contact form ("**Contact Form**"). (Please note, you may also receive these instructions via email. You should confirm or update your contact information on the online portal only once.)

When completing the contact form, you must provide a copy of documentation to identify yourself and your address. This documentation will be used by the Receiver to verify your contact information to ensure any communications or claim distributions are being sent to the correct party and address. Appropriate proof of identification and proof of address include the following:

- Proof of Identification, one of the following:
 - Driver's License or non-Driver, government issued photo ID
 - Passport or NEXUS card
 - Student ID

- Proof of address, one of the following:
 - Utility bill
 - Credit Card Statement
 - Lease agreement
 - Mortgage Statement

Finally, to the extent your interval has any joint-Owners, we require that you provide their full legal name(s) and contact information on the Contact Form so that the Receiver may include them in the Ownership Claims Process.

If you have any questions regarding these instructions, please reach out to Prime Clerk at (844) 205-4338 (Toll Free in Canada and the United States), (312) 345-0605 (Outside Canada and the United States), or carriageinfo@primeclerk.com.

TAB 2J

Tel: 416 865 0210
 Fax: 416 865 0904
 www.bdo.ca

BDO Canada Limited
 20 Wellington Street E, Suite 500
 Toronto ON M5E 1C5 Canada

Frequently Asked Questions (FAQ)
Carriage Hills Vacation Owners Association & Carriage Ridge Owners Association
November 17, 2021

BDO Canada Limited (“**BDO**”) was appointed as Administrator over the Carriage Hills Vacation Owners Association (the “**Carriage Hills Resort**”) and the Carriage Ridge Owners Association (the “**Carriage Ridge Resort**”) and together with Carriage Hills Resort, the “**Resorts**”) pursuant to Court orders granted May 15, 2020. Subsequently, pursuant to Amended and Restated Appointment Orders dated December 11, 2020, BDO was appointed as Receiver, with an effective date of January 6, 2021, over all of the assets, undertakings and properties of the Resorts, together with the lands and premises on which the Resorts operate.

The Receiver has prepared these Frequently Asked Questions to provide Owners with an update regarding a number of matters as set out below.

1. When will fiscal 2020 financial statements be shared with Owners?

The issuance of the 2020 financial statements has been delayed while the Receiver resolves the disputed creditor claims. The Receiver anticipates the disputed claims will be resolved in the coming days at which time Powell Jones LLP, the firm engaged by the Receiver to complete independent reviews of the 2020 financial statements, will finalize their review. The Receiver will post the financial statements to the Receiver’s case website and will send an email to Owners informing them once the statements are posted.

2. What is the status of the development of the Owners claims process (the “Ownership Claims Process”)?

The Receiver has developed and will be seeking Court approval of an Ownership Claims Process to determine the correct parties for distribution purposes at the next Court hearing.

To assist in the development and administration of the Ownership Claims Process, the Receiver has retained the services of Prime Clerk LLC (“**Prime Clerk**”). Prime Clerk will, among other things, develop an online claims portal to facilitate the filing of Owner’s claims. Details with respect to the Ownership Claims Process, including timelines and what is required from Owners will be detailed in the Receiver’s next Court Report which is anticipated to be served on or around December 3, 2021.


3. How will the Receiver issue notifications and proofs of claim to Owners if the Receiver does not have complete and accurate contact information for all Owners?

Since the Receiver does not have up-to-date contact information for many of the Owners, the Receiver, through Prime Clerk, will be completing an outreach to Owners (the “**Owner Outreach**”) in an attempt to obtain the contact information for all joint-Owners prior to the commencement of the Ownership Claims Process.

4. When will the Owner Outreach commence and what to Owners need to do?

The Owner Outreach is anticipated to commence on November 18, 2021. Prime Clerk will be sending a notice and instruction letter (the “**Prime Clerk Letter**”) to all parties who may have an ownership interest in the Resorts requesting:

- a) Owner contact information which may require documentation to verify such information;
- b) Details of intervals owned, to the extent known by Owners; and
- c) Contact information for all additional joint-Owners.



Documentation to support your identify and contact information may be required to be provided to ensure any further communication or distribution are sent to the correct party and address.

Please follow the instructions detailed in the Prime Clerk Letter by the deadline of December 30, 2021 as the collection and confirmation of Owner contact information will be necessary to ensure efficient distributions are made and received by the parties so entitled.

5. How do Owners update their contact information with the Receiver?

Upon the commencement of the Owner Outreach, all further contact information update requests must be directed to Prime Clerk via Prime Clerk's online portal. To assist in this regard, the Receiver will be replacing the Owner survey on the Receiver's case website with a redirect link to the Prime Clerk Owner Outreach portal whereby Owners can update their contact information.

6. I would like to receive information on what is happening with the Resorts.

Information related to the Resorts can be found at the following link to BDO's case website <https://www.bdo.ca/en-ca/extranets/carriage/>. In addition, dedicated email addresses have been created to receive questions any stakeholders may have. The email addresses are:

For Carriage Hill Resort inquiries: BDOCarriageHills@bdo.ca
For Carriage Ridge Resort inquiries: BDOCarriageRidge@bdo.ca

7. When is the next Court attendance?

A Court hearing is scheduled for December 15, 2021 at 10am (EST). The YouTube link to allow you to view the Court hearing can be found on the following landing page: <https://sites-airdberlis.vuturevx.com/143/3555/landing-pages/livestream-link.asp>

TAB 2K



October 29, 2021

Via Email: smitra@airdberlis.com

Sanjeev P. Mitra
AIRD BERLIS LLP
Brookfield Place
181 Bay Street
Suite 1800
Toronto, Ontario
M5J 2T9

Dear Mr. Mitra,

Re: Carriage Hills Vacation Owners Association and Carriage Ridge Owners Association

We write further to your correspondence wherein you have advised that the Receiver is in the process of establishing a claims procedure for the purpose of making distributions to the members of each of Carriage Hills Vacation Owners Association and Carriage Ridge Owners Association (the "resorts"). These resorts are non-share capital corporations and each has been structured as a time share. You note that the resort properties have been sold and that the Receiver is proceeding with a process to distribute funds to the members. The Receiver has identified the fact that some of the members may not be Canadian residents for Canadian tax purposes. There are a sizable number of members, the vast majority of whom, however, appear to be resident in Canada for Canadian tax purposes. You indicate also that there are also certain discrepancies between title and the records of the Associations.

Further, you have advised that the claims process the Receiver is preparing will also address the matter of making remittances to CRA for those resort members that are non-resident members. This will include a requirement that each member represent and warrant to the Receiver whether they are resident in Canada for purposes of the *Income Tax Act* (Canada) ("ITA"). Unless a member represents and warrants that such member is not a non-resident of Canada for purposes of the ITA and provides a home address in Canada, the Receiver proposes to remit to the Canada Revenue Agency, on behalf of each such member's potential Canadian tax liability, 25% of their share of the gross proceeds relating to the sale of the land and 50% of their share of the gross proceeds relating to the sale of the buildings.

CRA advises that it would be difficult, at best, to determine in advance whether, based on your proposal, the ITA statutory requirements would have been met in each case. As such, CRA takes no position on the claims and remittance process outlined in your correspondence and further makes note of the statutory requirements in sections 116 (5)

and 116 (5.3) of the ITA--- and in particular to the reasonable enquiry and remittance provisions in those sections. As you are aware, in the absence of a certificate of compliance, the purchaser is liable to remit to CRA the amounts set out in those sections unless “after reasonable inquiry the purchaser had no reason to believe that the non-resident person was not resident in Canada”. The statute places the requirement to make the “reasonable enquiry” on the purchaser and in the event of uncertainty in respect of the owner’s residency status to remit the required amounts to CRA.

CRA has further advised me that they have very recently been engaged in a dialogue with the Canadian Bar Association (CBA) in regards to ITA section 116 best practices and has prepared and provided a document for the assistance of the CBA. CRA noted that it expects this document to eventually be available on the CBA web site. CRA has asked that I forward this document on to you for your information and assistance. I will send it by way of email.

Yours Truly,

Frank D'Alessandro

Frank D'Alessandro
Counsel
Tax Law Services Division

FD/lc

TAB 2L

Lou Brzezinski
D: 416-593-2952 F: 416-594-5084
lbrzezinski@blaney.com

December 3, 2021

BY EMAIL

Leanne M. Williams
Thornton Grout Finnigan LLP
100 Wellington St. West, Suite 3200
TD West Tower, TD Centre
Toronto, ON M5K 1K7

**RE: In the Matter of The Administration Proceedings of
Carriage Ridge Owners Association
Court File No. CV-20-00640265CL and Court File No. CV-20-00640266CL**

By this letter, I am providing the comments of my clients with respect to the claims process order which you have circulated in draft. As the comments are entirely those of my clients, if you wish to discuss any of the comments I would ask that you permit me to have one or more of my clients present on the call or video conference.

New Owners Claims Process

- This was not approved by Justice Conway. Collecting Owner information was a requirement from the court in May 2020. BDO was asked to collect this information from all sources (Wyndham, Equiant, Boards). BDO was informed that Equiant was the best source as it would reflect those who were up to date with payments with their last known mailing address
- Validation of owner information was done in order for the survey to be released to us and was deemed binding. Was that decision by Justice Conway incorrect? How can that be binding then but this entire process needs to start over?
- Owners have paid repeatedly to two law firms and BDO for this work to be done.
- By BDO's own admission they had 98% of this sorted in August. Who are the 2%? Are they all delinquent? Costs related to getting to 100% are fruitless - these efforts appear to be to reach those who do not want to be found.
- Engagement of Prime Clerk was unnecessary, costly and has added more frustration to Owners. EBallots did this for \$8,000 - what will this mess cost us?
- Prime Clerk is collecting private information without respecting that they do not need it. Owners do not want to disclose information to this third party.

- BDO has valid information for owners paid up to the point of survey and has had regular communication with a majority of Owners since.
- This has generated a large increase in contacts to both BDO and Prime Clerk when this data was already available.
- BDO should bear these costs given Owners have been paying sums to keep TGF engaged on this for only this purpose of cleaning up records.

Delinquent account status

- There has been no useful update on the delinquent accounts since BDO became receiver. The data provided for the January 2021 court date did not indicate what amounts had been resolved since June 2020 when the survey / initial request for remedy was sent.
- We do not know what has been collected, what it cost us for BDO's billables, or what we spent with the "Claims Officer", nor if these delinquent accounts were addressed / negotiated / settled. While BDO put together a proposal regarding treatment of accounts to try to collect more funds, reporting is limited to some accounting on a spreadsheet, not a clear indication of the cost benefit analysis that was requested by Her Honour back in January 2021.
- We have no visibility to what has been spent or what has been collected.
- When does this costly work stop?

Q1 2021 Claims process

- Over 250 claims were filed in this process but there has been no report of what was cleared, what is proceeding to court etc. For example, we know that monies were spent between BDO, their lawyers to litigate the \$6K Bell Canada bill.
- There should be transparency with the party making the claim, the nature of the claim, the status of the claim and the value of the claim.
- Many Owners still think Wyndham is asking for monies to offset their take-back of intervals that had mortgages on them. This is a cost Wyndham must bear, not Owners. Please confirm that Wyndham is alone in bearing these costs.
- Owners who handed in their intervals to Wyndham with mortgage still due. Those mortgages are for Wyndham to deal with, not Owners. This should not be approved in the claims. BDO should not be agreeing to large claims without disclosing that to Owners.
- Owner is aware of at least 2 Owners who handed in their intervals with mortgage still due after Wyndham took over but before the sales office was closed. Owners should not be assuming that debt.
- BDO must provide financial updates on this process.

Financials

- Financial statements are not in full and far from the transparency we were promised. Balance sheets don't exist in any useful detail.

- What was the balance of funds provided to BDO when they took over as Receiver? (Cash on hand, investments etc,) - They create spreadsheets that are near impossible to interpret.
- What have they been paid through this court process? - No claim from BDO for their 'work' since the last court date but the billables and number of people assigned to the case get higher each court date.
- The statement in the recent FAQ that they cannot release 2020 because of claims shows they are not following IFRS (or even GAAP).
- How long is this going on? Do we have a 2022 budget?

It appears BDO has no firm plans to release Owners from this process anytime in Q1 2022 as they had predicted back in August 2021. The fact that they continue to grow the team of persons billing to this task, while delivering less and less towards the resolution is very concerning.

The fact that there is no claim for expenses from TGF, BDO or their lawyers is extremely concerning to my clients.

Yours very truly,

Blaney McMurtry LLP



Lou Brzezinski

LB/jb

cc. Sanjeev Mitra smitra@airdberlis.com

cc. Sam Babe sbabe@airdberlis.com

cc. Matthew Marchand mmarchand@bdo.ca

cc. cdiana@rogers.com

TAB 2M

Archived: December 3, 2021 7:55:57 AM

From: [Chris DIANA](#)

Sent: December 2, 2021 8:50:20 PM

To: [Leanne Williams](#)

Cc: [Sanj Mitra](#); [Sam Babe](#)

Subject: Re: Carriage Claims Process Order [IMAN-CLIENT.FID91466]

Sensitivity: Normal

308

CAUTION – EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Hi Leanne, thanks for sending this out. My apologies for taking so long to get back to you - my own litigation schedule has kept me away from dealing with CH/CR issues.

I don't have many comments on the draft Order itself but here are a few:

para. 14 - treatment of Owners as tenants in common. Maybe there is an obvious answer here but if one of the Owners has passed away, would that not create added complications with rules of intestacy, existence of wills, etc? That could be problematic. Could you not treat Owners as tenants in common but add an order that death of an Owner will have the effect of transferring that interest to the other Owner(s) as if it was a Joint Tenancy. I'm neither an expert in estates, property law or bankruptcy (as I'm sure you can tell) so please forgive my ignorance if I am missing something obvious here. OK - I see you have dealt with this in paragraphs 46-50. It's fine I suppose and consistent with concepts of fairness and the understanding that the ownership interests were always intended to be as tenants in common. It does, however, create a much more complicated process in circumstances where there are likely a high number of deceased Owners.

para. 15 - I assume the Claims package is different from what has already been sent out. You are going to have to explain this at the hearing or Owners are going to be very confused.

"Claims Bar Date" - Need to change the paragraph number

My understanding is the deadline for submission of information in the claims process is April 11 though that may be extended. There is no reference (that I noticed) to an early distribution to those who quickly provide their information. I hope it is your intention to not wait until the very end to make one distribution as that could stretch until the summer to sort out all of the issues that may arise. It makes sense that partial distributions be made from when the Receiver is satisfied that an Owner is entitled to distribution. For example, you take 80% of the estate and set it aside for distribution. The remaining 20% will pay for expenses, etc and any leftover amount will be distributed at the end. You guys are the experts so would have a better idea how to do this than I do but it seems we have waited a long time and an initial distribution would be very much appreciated by owners.

I have reviewed Lou's letter. He basically summarizes many of the complaints that were apparently made on the other Facebook group and put it in letter form. In his first bullet, he appears to conflate the Claims Process itself with the recent request by Prime Clerk for more owner information. The first page of the letter is related to that issue (I won't comment on the rest of the letter). I will say this. I do not think BDO has effectively or persuasively explained why it has engaged Prime Clerk. It seems like a really comprehensive effort to provide information that should already be, for the most part, in BDO's possession. While most of the people who discuss these issues in my Facebook group are pretty level-headed and patient, I think many are puzzled as to why this is happening in this way and wondering how much this is costing us. I'm wondering that as well and hope that at the hearing you provide full transparency on why this is necessary and how much this is going to cost. If it is not really necessary, I think someone should be taking a haircut on its fees because this should not be on the back of the Owners. Again, there may be good reasons for doing this that will ultimately save us money but you have the burden of making that case.

I think it is important that you clearly articulate what is happening here. There are many Owners who are nervous and losing patience. The property has now been sold. There is really no excuse at this point for not being fully transparent with Owners on costs and expectations. Many Owners, of course, will not be satisfied. As you know, I only represent myself. My interest is making sure costs are kept down so as to maximize my potential recovery and to have my share paid out as soon as possible.

Hope you find my comments helpful. Always happy to discuss further.

Chris

On Nov 25, 2021, at 1:13 PM, Leanne Williams <LWilliams@tgf.ca> wrote:

All,

I hope that you are all well. In anticipation of the December 15th hearing, we have been working on a draft Claims Process Order. As you can imagine, there are many issues in the present circumstances that had to be addressed. We appreciate receiving any comments/concerns that you may have for us to consider. The schedules are still actively being worked on so we have not included them at this time. We need to serve our materials next week so we would appreciate your comments as quickly as you can. Thanks!

Leanne



Leanne M. Williams | LWilliams@tgf.ca | Direct Line +1 416 304 0060 | Suite 3200, TD West Tower, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | www.tgf.ca

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<Claims Process Order (without schedules).docx>

TAB 2N

NOTICE TO OWNERS

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF CARRIAGE HILLS VACATION OWNERS
ASSOCIATION

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF CARRIAGE RIDGE OWNERS
ASSOCIATION

RE: NOTICE OF CLAIMS PROCESS

Effective as of January 6, 2021, BDO Canada Limited was appointed by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) as receiver (the “**Receiver**”) of the assets, properties and undertakings of the Carriage Hills Vacation Owners Association and the Carriage Ridge Owners Association (collectively, the “**Applicants**”) and all the lands and premises on which the Applicants operated the Carriage Hills Resort and the Carriage Ridge Resort (the “**Real Property**”). This notice is being delivered pursuant to Orders of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made December 15, 2021 (the “**Claims Process Order**”).

The records of the Applicant(s) indicate that you are a partial owner of the Real Property. The Real Property was sold pursuant to Orders of the Court dated May 27, 2021. The Receiver obtained the Claims Process Orders to determine who is entitled to share in the proceeds of the sale of the Real Property and the other assets of the Applicants. In order to receive a distribution of the proceeds, the Claims Agent MUST receive your acknowledgment or dispute of your ownership interest on or before 5:00 p.m. (Toronto Time) on April 11, 2022 in accordance with the Claims Process Order.

Please read the enclosed Acknowledgment Form - Instruction Letter carefully for instructions on how to participate in the claims process.

To access the online claims portal (the “**Claims Portal**”) established by the Receiver and managed by Prime Clerk LLC, please use the following link: www.carriageclaims.com

IF THE CLAIMS AGENT DOES NOT RECEIVE YOUR ACKNOWLEDGMENT OR DISPUTE OF YOUR OWNERSHIP INTEREST BY 5:00 p.m. (TORONTO TIME) ON APRIL 11, 2022 THROUGH THE CLAIMS PORTAL OR IN WRITING, YOU WILL NOT BE ENTITLED TO RECEIVE ANY DISTRIBUTION OF THE ASSETS OF THE APPLICANTS.

DATED at Toronto this ► day of January, 2022

ACKNOWLEDGMENT FORM - INSTRUCTION LETTER

A. Claims Process

Effective as of January 6, 2021, BDO Canada Limited was appointed by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) as receiver (the “**Receiver**”) of the assets, properties and undertakings of the Carriage Hills Vacation Owners Association and Carriage Ridge Owners Association (collectively, the “**Applicants**”) and all the lands and premises on which the Applicants operated the Carriage Hills Resort and the Carriage Ridge Resort (the “**Real Property**”). This notice is being delivered pursuant to Orders of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made December 15, 2021 (the “**Claims Process Order**”). A copies of the Claims Process Orders can be found on the Receiver’s case website at: <https://www.bdo.ca/en-ca/extranets/carriage/>. Any capitalized terms not defined herein shall have the meaning ascribed thereto in the Claims Process Orders.

The Real Property was sold pursuant to Orders of the Court dated May 27, 2021. The Receiver obtained the Claims Process Orders to determine who is entitled to share in the proceeds of the assets of the Applicants. In order to be eligible to receive a distribution of the proceeds, the Claims Agent must **receive** your acknowledgment or dispute of your ownership interest by **5:00 p.m. (Toronto Time) on April 11, 2022** in accordance with the Claims Process Orders.

This letter provides instructions for completing the enclosed Acknowledgment Form in writing or by using the online Claims Portal. **The Receiver encourages all Owners to use the online Claims Portal to ensure the efficiency of the process.**

The Claims Process is intended for any Owner claiming an interest in the assets of the Applicants. In order to claim an interest in the assets of the Applicants, you must have been an Owner of the Real Property at the time of its sale on May 27, 2021.

Each joint-Owner of an Interval is required to individually submit an Acknowledgment Form in respect of their interest in the online Claims Portal or by returning the written Acknowledgment Form. This includes all parties living at the same address or having the same email address.

Pursuant to the Claims Process Order, failure to submit an Acknowledgment Form in the online Claims Portal or by returning the written Acknowledgment Form such that it is **received** by the Claims Agent by **5:00 p.m. (Toronto Time) on April 11, 2022** will result in your Claim being forever barred and extinguished and you will be prohibited from making or enforcing a Claim against the Applicants and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a creditor in these proceedings.

B. Additional Proof of Claim

If you believe that you have a Claim in addition to the Claim set out in the Owner Information (for example, a Claim for damages), then you must also file an Additional Proof of Claim for that additional Claim. **Your Additional Proof of Claim must be received by the Claims Agent by 5:00 p.m. (Toronto time) on April 11, 2022, the Claims Bar Date.** Pursuant to the Claims Process Order, failure to submit an Additional Proof of Claim which is received by the Claims Agent by the Claims Bar Date will result in such Claim being barred and extinguished, released and discharged forever. An Additional Proof of Claim form may be obtained by contacting the Claims Agent or by accessing the Receiver's website at <https://www.bdo.ca/en-ca/extranets/carriage/>.

C. Claims Portal

The Receiver engaged the Claims Agent to prepare and maintain an online Claims Portal to facilitate the Claims Process. Owners may access the online Claims Portal by using the following link: www.carriageclaims.com **Each joint-Owner of an Interval is required to individually submit an Acknowledgment Form in respect of their interest. This includes all parties living at the same address or having the same email address.** Please follow the instructions provided in the online Claims Portal to submit your Acknowledgment Form.

If you complete your **Acknowledgment Form** in the online Claims Portal, you are **not** required to complete and return any of the written forms provided.

D. General Instructions for Completing the Written Acknowledgment Form

If you choose **not** to use the online Claims Portal, you are required to complete and submit the paper version of the Acknowledgment Form. All Acknowledgment Forms must be signed and dated.

The Acknowledgment Form is pre-populated with your personal information (ie legal name, address) that the Receiver has and contains an acknowledgment by the Receiver of your ownership interest(s) in the Real Property (the "**Owner Information**"). This information was derived through a reconciliation by the Receiver of the records maintained by Equiant with those registered against title to the Real Property.

If you **agree** with the Owner Information, you are required to complete Section One of the Acknowledgment Form.

If you **do not agree** with the Owner Information, you are required to complete Section Two of the Acknowledgment Form entitled "Request for Amendment". If you are requesting an amendment to any of the Owner Information, you are also required to provide copies of the documentation to support your requested amendment(s).

All Owners must complete Section Three of the Acknowledgment Form in respect of your residency status for tax purposes. In the event that this section is not completed, your claim will not be accepted, and your Acknowledgment Form will be discarded.

D. Mortgage Information

Only Owners having outstanding mortgages will receive a Mortgage Information statement. In the event that you receive a Mortgage Information statement, you must review the statement of indebtedness contained therein. If you agree with the Mortgage Information, you are not required to do anything further with the Mortgage Information form. If you disagree with the Mortgage Information, you are required to complete the Mortgage Amendment section of the Mortgage Information form and return it to the Claims Agent together with copies of the documentation required to support the reason for your dispute.

E. Questions

If you have any questions regarding the Claims Process, please contact the Claims Agent at the address provided below. All notices and enquiries with respect to the Claims Process should be addressed to:

Within Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
PO Box 338 Station A
Etobicoke ON M9C 4V3
Canada

Outside of Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232
USA

Via email: carriageinfo@primeclerk.com

Via Telephone: (844) 205-4338 (Toll Free in Canada and the United States),
(312) 345-0605 (Outside Canada and the United States)

ACKNOWLEDGMENT FORM

[Owner Name]

[Address]

The Receiver encourages all Owners to use the online Claims Portal www.carriageclaims.com to submit the information contained in this form instead of this paper version. This form should only be completed and returned by mail if you are unable to access the online Claims Portal.

Please read the enclosed **Acknowledgment Form - Instruction Letter** carefully prior to completing this Acknowledgment Form.

Acknowledgment Form Unique ID: [Number]

EACH AND EVERY JOINT-OWNER MUST SEPARATELY ACKNOWLEDGE THEIR OWNERSHIP INTEREST FOR EACH EQUIANT ACCOUNT.

If you do not utilize the online Claims Portal, you **must** complete Section 1 or Section 2 of this form, but not both. Everyone must complete Section 3. **If Section 3 is not completed, this form will be disregarded for the purposes of distribution.** Once completed, return a copy of this document, together with any required supporting documentation, by ordinary mail, courier, personal delivery or electronic or digital transmission. Any such submission must be **received** by the Claims Agent by 5:00 p.m. (Toronto time) on April 11, 2022 (the “**Claims Bar Date**”) at the following address:

Within Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
PO Box 338 Station A
Etobicoke ON M9C 4V3
Canada

Outside of Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232
USA

Via email: carriageinfo@primeclerk.com

If you do not return this form or complete the online Claims Portal by the Claims Bar Date, you will be barred from making any claim for a distribution in this proceeding.

Please type your response or print legibly.

Contact Information for Owner Submitting Acknowledgment Form	Adjusted Contact Information for Owner Submitting Acknowledgment Form (where applicable)
Owner	

Owner Mailing Address		
Owner Email Address		
Owner Phone Number		

****Please correct any errors in the information above in the boxes provided. If more substantial changes are required (ie your name has legally changed from that noted above), please complete the Request for Amendment form provided.**

Equiant Account Information	
Resort Name	
Equiant Account Number	
Contract Number	

PARTICULARS OF YOUR CLAIM:

Interval 1 Details	
Unit Number	
Week	
Every / Even / Odd Year	
Percentage Ownership	
Joint Owner(s)	

PARTICULARS OF YOUR CLAIM (Continued):

Interval 2 Details (where applicable)	
Unit Number	
Week	
Every / Even / Odd Year	
Percentage Ownership	
Joint Owner(s)	

Interval 3 Details (where applicable)	
Unit Number	
Week	
Every / Even / Odd Year	
Percentage Ownership	
Joint Owner(s)	

Interval 4 Details (where applicable)	
Unit Number	
Week	
Every / Even / Odd Year	
Percentage Ownership	
Joint Owner(s)	

Interval 5 Details (where applicable)	
Unit Number	
Week	
Every / Even / Odd Year	
Percentage Ownership	
Joint Owner(s)	

SECTION ONE**ACKNOWLEDGMENT**

If you agree with all of the information set out above in the PARTICULARS OF YOUR CLAIM section, you must acknowledge same by checking the box and signing below. If, however, you disagree with this information in any respect, then you must complete Section Two, the Request for Amendment.

I hereby confirm that the above information is true and correct in every respect.

DATED this _____ day of _____, 2022.

Signature: _____ Print Name: _____

SECTION TWO – REQUEST FOR AMENDMENT

I, [name of Owner or Representative of the Owner], do hereby request that the information provided in this Acknowledgment Form be amended as follows.

WE DO NOT REQUIRE YOU TO COMPLETE FIELDS FOR WHICH THERE IS NO DISPUTE.

PLEASE INDICATE ONLY THE SPECIFIC AMENDMENTS REQUESTED AND PROVIDE SUPPORTING DOCUMENTATION FOR THOSE REQUESTED AMENDMENTS.

Possible Reasons for Requested Amendments
Owner Name Change – Marriage / Divorce / Deceased Owner / Transfer of Ownership Interest / Other
Incorrect Resort Name
Incorrect Equiant Account Number
Incorrect Unit Number
Incorrect Week
Incorrect Type of Year Interval Designation [Every / Even / Odd]
Incorrect Percentage Ownership
Incorrect Joint Owner(s) – Marriage / Divorce / Deceased Co-Owner / Transfer of Co-Ownership Interest / Other
Other

****In the below table(s) please specify the amendment requested and the reason for such amendment. Supporting documentation is also required to illustrate the need for any amendment. For example, if your name has legally changed, government issued proof to substantiate such change is required to be sent together with this completed form.**

Equiant Account Information	Reason for Requested Amendment (where applicable)	Amended Information (where applicable)
Owner		
Resort Name		
Equiant Account Number		
Contract Number		

REQUEST FOR AMENDMENT (CONTINUED)

Interval 1		Reason for Requested Amendment (where applicable)	Amended Information (where applicable)
Unit Number			
Week			
Every/Even/Odd Year			
Percentage Ownership			
Joint Owner(s)			
Other			

Interval 2 (where applicable)		Reason for Requested Amendment (where applicable)	Amended Information (where applicable)
Unit Number			
Week			
Every/Even/Odd Year			
Percentage Ownership			
Joint Owner(s)			
Other			

REQUEST FOR AMENDMENT (CONTINUED)

Interval 3 (where applicable)		Reason for Requested Amendment (where applicable)	Amended Information (where applicable)
Unit Number			
Week			
Every/Even/Odd Year			
Percentage Ownership			
Joint Owner(s)			
Other			

Interval 4 (where applicable)		Reason for Requested Amendment (where applicable)	Amended Information (where applicable)
Unit Number			
Week			
Every/Even/Odd Year			
Percentage Ownership			
Joint Owner(s)			
Owner			

REQUEST FOR AMENDMENT (CONTINUED)

Interval 5 (where applicable)		Reason for Requested Amendment (where applicable)	Amended Information (where applicable)
Unit Number			
Week			
Every/Even/Odd Year			
Percentage Ownership			
Joint Owner(s)			
Owner			

I hereby confirm that the above information is true and correct in every respect.

DATED this _____ day of _____, 2022.

Signature: _____ Print Name: _____

SECTION THREE**DECLARATION OF RESIDENCY:**

Everyone must complete this section.

If Section 3 is not completed, this form will be disregarded for the purposes of distribution.

Please check the box that applies.

I am a tax resident of Canada.

I am a tax resident of a jurisdiction other than Canada.

I certify that the above information is true.

DATED this _____ day of _____, 2022.

Signature: _____ Print Name: _____

TAB 20

MORTGAGE INFORMATION

You are receiving this form because the records of Carriage Hills Resort Corporation (the “**Mortgagee**”) indicate that you have a mortgage outstanding to the Mortgagee. Please review this information carefully. **If you do not utilize the online Claims Portal or complete the Mortgage Amendment below, you will be deemed to acknowledge and agree to the Mortgage Information noted below.**

The Receiver encourages all Owners to use the online Claims Portal www.carriageclaims.com. This form should only be completed and returned by mail if you dispute the Mortgage Information noted below and are unable to access the online Claims Portal.

Please read the enclosed **Acknowledgment Form - Instruction Letter** carefully prior to completing this Mortgage Information form.

Acknowledgment Form Unique ID: [Number]

Contact Information for Owner Submitting Mortgage Information Form	
Owner Name	
Owner Mailing Address	
Owner Email Address	
Owner Phone Number	

Equiant Account Information	
Resort Name	
Equiant Account Number	
Contract Number	

The Mortgagee has advised the Receiver that you owe the following amounts to the Mortgagee as of [DATE]:

Mortgage Information			
Loan Origination Date	Principal Amount Due	Interest Due	Total Amount Due

MORTGAGE AMENDMENT:

This form should only be completed if you disagree with the Mortgage Information contained above and you cannot access the online Claims Portal. Please type your response or print legibly.

I, [name of Owner or Representative of the Owner], do hereby dispute the information provided in this Mortgage Information in the following respect:

PLEASE INDICATE THE REASON FOR THE DISPUTE WITH THE ABOVE STATED MORTGAGE INFORMATION AND PROVIDE SUPPORTING DOCUMENTATION.

DATED this _____ day of _____, 2022.

Signature: _____ Print Name: _____

In the event that the **Mortgage Amendment** section is completed, if you do not utilize the online Claims Portal, you must return a copy of this document, together with any required supporting documentation, by ordinary mail, courier, personal delivery or electronic or digital transmission. Any such submission must be **received** by the Claims Agent by 5:00 p.m. (Toronto time) on April 11, 2022 (the “**Claims Bar Date**”) at the following address:

Within Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
PO Box 338 Station A
Etobicoke ON M9C 4V3
Canada

Outside of Canada:

Carriage Hills and Ridge Claims
Processing Center
c/o Prime Clerk LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232
USA

Via email: carriageinfo@primeclerk.com

TAB 2P

Carriage Hills Vacation Owners Association
Interim Statement of Receipts and Disbursements
For the period January 6, 2021 to November 26, 2021

Receipts:

Sale of Property	\$ 41,250,000.00
Cash in Bank	2,003,630.56
Collection from settlement offers	525,647.66
Property tax refund	383,992.15
HST refund	292,255.79
Reimbursement from Ridge Association	256,412.42
Collection of accounts receivable	70,365.97
Insurance recovery	50,000.00
Funds from retainer account	18,449.17
Recovery of funds paid to court	1,381.00
Miscellaneous	795.30
Interest	627.72
Total receipts	\$ 44,853,557.74

Disbursements:

Receiver's Remuneration	\$ 823,938.67
Legal fees	678,962.10
Utilities	439,902.28
Professional fees	237,772.72
Property taxes	217,761.80
Commission on Sale of Property	206,250.00
Contract labour	205,062.59
Consulting and appraisal fees	173,821.44
Outdoor maintenance	157,098.16
HST paid on disbursements	150,213.88
Member reimbursements	112,313.17
HST on Receiver's remuneration	107,471.24
HST on legal fees	87,863.33
Repairs and maintenance	70,878.41
Security	35,194.71
Office and supplies expense	29,393.31
Notice advertisements	27,914.98
Insurance	20,380.21
Collection fees	17,037.82
Telephone and communication	3,795.18
Claim's Process	7,355.83
WSIB	1,666.46
Bank charges	728.06
PPSA fees	332.93
Filing fees	71.54
Storage	19.21
Total disbursements	\$ 3,813,200.03
Net receipts over disbursements before Investments	\$ 41,040,357.71
less: GIC Investment	40,900,000.00
Net receipts over disbursements after Investments	\$ 140,357.71

TAB 2Q

Carriage Ridge Owners Association
Interim Statement of Receipts and Disbursements
For the period January 6, 2021 to November 26, 2021

Receipts:

Sale of Property	\$ 18,750,000.00
Cash in Bank	2,429,485.68
Collection from settlement offers	303,560.59
Property tax refund	179,515.30
HST refund	128,730.46
Insurance recovery	50,000.00
Collection of accounts receivable	38,049.37
Funds from retainer account	21,550.82
Miscellaneous	404.70
Interest	368.90
Total receipts	\$ 21,901,665.82

Disbursements:

Receiver's Remuneration	\$ 370,175.34
Legal fees	303,023.07
Reimbursement to Hills Association	256,412.42
Utilities	184,064.68
Professional fees	106,399.53
Property taxes	101,980.45
Commission on Sale of Property	93,750.00
Contract labour	92,626.52
Consulting and appraisal fees	80,110.16
HST paid on disbursements	71,681.76
Outdoor maintenance	70,548.78
HST on Receiver's remuneration	48,122.80
HST on legal fees	39,297.98
Member reimbursements	28,808.42
Notice advertisements	27,467.58
Repairs and maintenance	26,403.62
Capital expenditures	24,750.00
Security	15,812.22
Office and supplies expense	13,069.54
Insurance	10,563.14
Collection fees	9,115.42
Distribution to unsecured creditors	2,615.13
Telephone and communication	1,827.51
WSIB	1,532.11
Bank charges	372.45
PPSA fees	149.58
Filing fees	71.54
Storage	7.67
Total disbursements	\$ 1,980,759.42

Net receipts over disbursements before investments	\$ 19,920,906.40
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less: GIC Investment	19,800,000.00
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Net receipts over disbursements after investments	\$ 120,906.40
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TAB 2R

Court File No. CV-20-00640265-00CL
Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
COMMERCIAL LIST**

**IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE
ACT, R.S.O 1990, C. 43, AS AMENDED**

**AND IN THE MATTER OF THE ADMINISTRATION OF
CARRIAGE HILLS VACATION OWNERS ASSOCIATION
AND
CARRIAGE RIDGE OWNERS ASSOCIATION**

**AFFIDAVIT OF MATTHEW MARCHAND
(sworn November 25, 2021)**

I, **MATTHEW MARCHAND**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY** that:

1. I am a Senior Vice President of BDO Canada Limited (“BDO”), court appointed receiver of Carriage Hills Vacation Owners Association (“Carriage Hills”) and Carriage Ridge Owners Association (“Carriage Ridge”) (Collectively the “Carriage Resorts”), and as such have knowledge of the matters hereinafter deposed.
2. On December 11, 2020, BDO was appointed as Receiver of the Carriage Resorts, effective January 6, 2021, pursuant to an order of the Honourable Madam Justice Conway.
3. I confirm the amount of \$343,502.82 accurately reflects the time charges, fees and disbursements inclusive of applicable taxes incurred by BDO in its capacity as Receiver from July 1, 2021 to October 31, 2021. Attached hereto as Exhibit “A”, Exhibit “B”, Exhibit “C” and Exhibit “D” are true copies of the accounts rendered for the above period by BDO in its capacity as Receiver.
4. I consider the amounts disclosed for BDO’s fees and expenses to be fair and reasonable considering the circumstance connected with the Receiver’s appointment.

- 5. This affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements and those of its legal representatives and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto,)
 in the Province of Ontario, this)
 25th day of November 2021)

T. Antonio

 Commissioner for Taking Affidavits, etc)

**Antonio Montasano, a Commissioner, etc.,
 Province of Ontario, for BDO Canada LLP
 and BDO Canada Limited, and
 their subsidiaries, associates and affiliates.
 Expires December 21, 2023.**

Matthew Marchand

 Matthew Marchand, CPA, CMA, CIRP, LIT)

This is Exhibit "A" referred to in the affidavit of

Matthew Marchand

Sworn before me this 25th day of November 2021

A handwritten signature in black ink, appearing to read "T. Antonio", written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Montessano, a Commissioner, etc.,
Province of Ontario, for BDO Canada LLP
and BDO Canada Limited, and
their subsidiaries, associates and affiliates.
Expires December 21, 2023.**



Tel: 416 865 0210
 Fax: 416 865 0904
 www.bdo.ca

BDO Canada Limited
 20 Wellington Street E, Suite 500
 Toronto ON M5E 1C5 Canada

INVOICE

Carriage Hills Vacation Owners Association
 Carriage Ridge Owners Association
 c/o BDO Canada Limited
 20 Wellington Street E., Suite 500
 Toronto, ON
 M5E 1C5

<i>Date</i>	<i>Invoice No.</i>
23-Aug-2021	CINVO-007

Re *Carriage Hills Vacation Owners Association & Carriage Ridge Owners Association*

FOR PROFESSIONAL SERVICES RENDERED in connection with our Receivership Engagements for the period from July 1, 2021 to July 31, 2021 as per the details below.

Our Fee	\$ 92,924.00
Disbursements	
Meals	371.73
Communications with Members Via Mailchimp	831.46
Fees paid to WP Engine	393.10
	1,596.29
Subtotal	94,520.29
HST - 13.0% (#R101518124)	12,287.64
Total Due	\$ 106,807.93

<i>Summary of Time Charges:</i>	Hours	Rate	Amount
J. Parisi, Partner	19.70	525.00	10,342.50
M. Marchand, Partner	72.70	495.00	35,986.50
A. Koroneos, Sr. Manager	0.40	450.00	180.00
M. Berinpalingam, Manager	70.90	350.00	24,815.00
K. Cheng, Analyst	45.25	300.00	13,575.00
T. Montesano, Administrator	6.00	200.00	1,200.00
V. Flis, Jr. Administrator	12.75	200.00	2,550.00
Administrative Support	28.50	150.00	4,275.00
TOTAL	256.20		\$ 92,924.00

Date	Professional	Description	Hrs.
2-Jul-21	Josie Parisi	Review emails from S. Mitra related to payment and information requests from owners.	0.2
5-Jul-21	Kendric Cheng	Prepare cheque requisitions re Professional fees; review invoices received; call with service provider re termination of services; review Bank of Nova Scotia activity.	1.9
5-Jul-21	Matthew Marchand	Sign cheques; correspondence with V. Flis re owner inquiries; sign cheque requisitions; correspondence with RBC re GIC terms; review email correspondence re vehicle ownership documents; review email correspondence re issues with mail redirection; matters related to invoicing.	1.0
5-Jul-21	Vanessa Flis	Review company names listed on mail forwarding and sent to M. Marchand; respond to multiple owner inquiries; scan bell invoice to K. Cheng and M. Marchand; follow up with trustees and update accounts receivable tracker.	1.75
6-Jul-21	Kendric Cheng	Review matters related to the claims process; call with internet service provider re termination of services; coordination with utilities company re transfer of accounts; review Bank of Nova Scotia activity; update Hills and Ridge cash flows for May and June 2021.	5.7
6-Jul-21	Matthew Marchand	Matters related to development of reverse claims process and distribution plan; draft email to P. Henry re creditor dispute; correspondence with S. Babe re creditor claims process matters; correspondence with K. Cheng re same; correspondence with M. Berinpalingam re information for Powell Jones and owner contact information; review email and attachment from V. Flis re owner inquiries; email correspondence with N. Lexon re status of insurance cancellation; correspondence with K. Cheng re general ledger; correspondence with V. Flis re collection plan disputes status; sign cheques; review email and attachments from S. Hassam re proposal; sign cheque requisitions.	5.8
6-Jul-21	Mithushaa Berinpalingam	Call with M. Marchand regarding interval summaries and accounts receivables reconciliations for review engagement; preparation of mailing summaries by interval; update accounts receivable tracker; call with V. Flis re updates to contact information.	2.5
6-Jul-21	Vanessa Flis	Call with M. Marchand re collection plan; review and summarize emails and send to M. Marchand for review; follow up with next steps re notice of disputes review.	2.5

Date	Professional	Description	Hrs.
7-Jul-21	Josie Parisi	Call with M. Marchand re distribution process and strategy; review bank reconciliation for May.	1.9
7-Jul-21	Kendric Cheng	Review Bank of Nova Scotia activity; update funds tracker re same; prepare Q3 cash flow forecast for Hills and Ridge; call with M. Marchand re cash flow forecast; prepare WSIB premium reporting; prepare cheques re same; prepare cheque requisitions for invoices received; coordination with L. Dula to process cheques; prepare journal entries re HST allocation; coordination with L. Dula re same.	6.7
7-Jul-21	Matthew Marchand	Sign cheque requisitions; matters related to development of reverse claims process and distribution plan; correspondence with J. Parisi re same; sign cheques; meeting with K. Cheng re review updated statements of receipts and disbursements, cash flow projections assumptions and GIC investments; draft email to D. Hnatiuk re final property tax bills; correspondence with N. Lezon re insurance refunds; review email and attachments from D. Hnatiuk re final tax bills.	4.2
7-Jul-21	Mithushaa Berinpalingam	Updates accounts receivable summaries and schedules for review engagement for Ridge; summary of uncollectible amounts; summaries by interval for Hills and Ridge; call with V. Flis regarding updates to accounts receivable tracker and insolvent accounts; call with K.Cheng regarding payments.	5.7
8-Jul-21	Josie Parisi	Review and respond to emails related to property taxes, owner inquiries and follow ups; review updates to FAQs.	0.9
8-Jul-21	Kendric Cheng	Review invoices received; prepare cheque requisitions re same; review Bank of Nova Scotia activity; call with M. Marchand re June 2021 cash flow forecast; updates re same; preparation of June 2021 HST filings for review; correspondence with service provider to discuss termination of services and invoice received.	4.2
8-Jul-21	Matthew Marchand	Sign cheque requisitions; compute sale transaction property tax adjustments; draft email to R. Hooke re same; draft email to S. Mitra re CHHI claims; correspondence with V. Flis re invoicing and mass mailings; sign cheques; sign cheques; draft email to E. Paltanen re Wyndham contact; correspondence with M. Berinpalingam re HST audit updates and owner contact details summary; update FAQs for recent member inquiries; review revised cash flow projection and compute GIC investment amounts; correspondence with K. Cheng re same; correspondence with H. Giakatis re GIC investments;	5.6

Date	Professional	Description	Hrs.
		correspondence with C. Phillip re same; correspondence with K. Cheng re Receiver's interim reports; receive phone call from owner re account inquiries; draft email to Wyndham representative re legal proceeding documents; review collection plan reconciliation; correspondence with M. Berinpalingam re collection plan reconciliation and accounts receivable schedules for Powell Jones and to support upcoming RT0001 HST refund filings; review email from N. Lezon re insurance refunds; draft responses to owner inquiries.	
8-Jul-21	Mithushaa Berinpalingam	Ridge reconciliation of uncollectible amounts; call with Hydro One; call with CRA representative regarding HST audits for RT0002 accounts; adjustments to accounts receivable trackers; call with M. Marchand regarding accounts receivable review; prepare Hills and Ridge accounts receivable schedules, summaries and notes for Powell Jones;	5.7
8-Jul-21	Vanessa Flis	Drafting of invoice; add additional March time that was not previously billed; email with M. Marchand regarding invoices.	2.5
9-Jul-21	Josie Parisi	Meeting with A&B, & TGF regarding distribution issues.	1.5
9-Jul-21	Kendric Cheng	Call with M. Marchand regarding claims matters; preparation of schedule and summary re same; submitting June 2021 HST filings for Hills and Ridge.	2.1
9-Jul-21	Matthew Marchand	Finalize FAQs; correspondence with V. Flis re same; correspondence with C. Phillip re GICs; review June HST filings; correspondence with M. Berinpalingam re valid owner contact details; review email and attachment from M. Berinpalingam re fractional ownership reconciliation; matters related to invoicing; meeting with M. Berinpalingam re accounts receivable for Powell Jones and HST issues; meeting with counsel, B. Newton and J. Parisi re reverse claims process and distribution matters; draft email to L. Pomfret re accounts with LJP.	3.0
9-Jul-21	Mithushaa Berinpalingam	Call with member; call with V. Flis regarding member account; call with M. Marchand regarding accounts receivable schedules for Powell Jones; updates to accounts receivable summaries.	2.0
9-Jul-21	Vanessa Flis	Respond to high volume of owner inquires; draft Mail chimp email and send to team for review; review blackline version of invoice from M. Marchand and revise accordingly; send clean version of invoices to M. Marchand.	2.75

Date	Professional	Description	Hrs.
12-Jul-21	Anna Koroneos	Telephone call with M. Marchand and T. Montesano on planning and process for multiple distribution.	0.4
12-Jul-21	Josie Parisi	Review materials in advance of call; attend call.	1.8
12-Jul-21	Kendric Cheng	Review invoices; correspondence with service provider re invoices.	0.6
12-Jul-21	Matthew Marchand	Correspondence with T. Montesano re vehicle ownership slips; email correspondence with N. Lezon re insurance refund calculation; review journal entries re GICs; correspondence with L. Dula re owner distribution process; correspondence with T. Montesano and A. Koroneos re same; correspondence with M. Berinpalingam re same; draft court report; review email from M. Wilkinson re invoices; correspondence with K. Cheng re same; review ownership and distribution issues; teleconference with counsel, B. Newton and J. Parisi re ownership and distribution process; correspondence with K. Cheng re supplier invoice issues.	4.8
12-Jul-21	Mithushaa Berinpalingam	Call with M.Marchand regarding Ascend import test; correspondence with Hydro One; preparation of schedule for a scend import; review of Ridge reconciliation notes from TGF; preparation of undefended claims schedule; compilation and review of supporting schedules and amounts; review of member accounts; review of accounts with LJP; revise listings; updates to accounts receivable tracker.	4.0
12-Jul-21	Tony Montesano	Correspondence with M. Marchand and M. Berinpalingam regarding importing primary member list into Ascend; import information into Ascend; correct any errors.	2.0
13-Jul-21	Josie Parisi	Review and respond to emails from A. Fisher, review emails from L. Kennedy.	0.5
13-Jul-21	Kendric Cheng	Prepare receiver's interim report for Hills and Ridge.	0.75
13-Jul-21	Matthew Marchand	Sign cheque requisitions; matters related to invoicing; review email correspondence re bankruptcy of owner; email correspondence with R. Hooke re property tax readjustments; review email and attachments from N. Lezon re insurance refunds; review delinquent accounts tracker re bankrupt estate; email correspondence with L. Kennedy re owner inquiries.	1.1
13-Jul-21	Mithushaa Berinpalingam	Review accounts with LJP; revision of listings; update Hills and Ridge undefended claims schedules; review duplicate	3.4

Date	Professional	Description	Hrs.
		delinquency fees; compile Receiver's claim schedules-; review member emails and accounts.	
14-Jul-21	Matthew Marchand	Review email correspondence re stakeholders meeting to discuss owners' claim process issues; prepare summary of owners' claims process issue; draft email to L. Williams re same; review legal invoice; draft court report; meeting with M. Berinpalingam re Ridge ownership reconciliation; teleconference with M. Berinpalingam and T. Montesano re Ascend data import; email correspondence with T. Sampogna re invoices; review email from R. Hooke re closing adjustments; receive phone call from owner re sale and distribution inquiries.	3.6
14-Jul-21	Mithushaa Berinpalingam	Call with M. Marchand regarding ownership interest review; call with M. Marchand and T. Montesano regarding Ascend import; call with L. Dula regarding bank reconciliations.	1.4
14-Jul-21	Tony Montesano	Call with M. Marchand and M. Berinpalingam to discuss importing primary member list into Ascend and processing the distribution to members.	0.5
15-Jul-21	Josie Parisi	Review various correspondence from A&B re CRA, distribution and discussions with counsel.	0.6
15-Jul-21	Kendric Cheng	Review HST cheques received for Ridge; prepare deposit slips for March, April, May; correspondence with L. Dula re previously mailed cheques.	0.7
15-Jul-21	Matthew Marchand	Correspondence with T. Montesano re vehicle ownership slips; teleconference with M. Berinpalingam re undisputed owner claims; review correspondence from CRA re HST audit notice of assessments; correspondence with K. Cheng re same; sign deposit slips; review email and attachment from M. Berinpalingam re intervals with invalid addresses; review email correspondence re CICR collections; review email and attachment from M. Magni re invoice; correspondence with S. Mitra re meeting with stakeholders; review email correspondence from S. Mitra re CRA position on withholding taxes.	2.0
15-Jul-21	Mithushaa Berinpalingam	Contact information summaries by interval for Hills and Ridge; call with K. Cheng regarding CICR payments; call with M. Marchand regarding undefended claims.	1.3
15-Jul-21	Tony Montesano	Sort through incoming mail; scan CRA correspondence and HST refunds to K. Cheng	0.5

Date	Professional	Description	Hrs.
16-Jul-21	Josie Parisi	Review and respond to emails re distribution issues.	0.3
16-Jul-21	Kendric Cheng	Review Bank of Nova Scotia activity; update invoice tracker; review invoices; prepare cheque requisitions re same; correspondence with utility companies re final billing; prepare deposit slips re cheques received from CICR.	1.9
16-Jul-21	Matthew Marchand	Review email and attachment from L. Williams re claims process outline; teleconference with stakeholders counsel and Receiver's counsel re ownership issues and related matters; correspondence with K. Cheng re deposits and HST issues; sign cheque requests.	2.1
16-Jul-21	Mithushaa Berinpalingam	Update Ridge Ascend import schedule. Revisions to Ridge distribution calculations. Update accounts receivable trackers for Hills and Ridge for June payments received from CICR.	1.7
16-Jul-21	Mithushaa Berinpalingam	Preparation of HST schedules, update master contact lists with new information received; call with members; review of undefended claims schedules.	2.0
19-Jul-21	Josie Parisi	Review various emails associated to meeting on Friday between counsels.	0.2
19-Jul-21	Matthew Marchand	Sign cheques; review email from V. Flis re mailings; correspondence with counsel re owners' claims process stakeholder discussions; correspondence with L. Noonan re status updates; correspondence with K. Cheng and M. Berinpalingam re collections, general ledger and HST filings; sign cheque requisitions; email correspondence with P. Henry re notice of dispute; email correspondence with S. babe re same; draft email to J. Hendricks re CHHI claims; sign deposit slips; review email and attachment from M. Berinpalingam re owner data import; correspondence with T. Montesano re same; sign deposit slips; correspondence with M. Berinpalingam re undefended claims; review email and attachment from T. Montesano re Scotia bank statement	2.2
19-Jul-21	Mithushaa Berinpalingam	Update Hills and Ridge undefended claims schedule; Review of insolvent accounts; Call with M. Marchand and K. Cheng; update master contact lists re member status, and accounts with CICR and LJP; correspondence with D. Beaudoin of CICR; review of accounts with LJP; call with V. Flis regarding member accounts; preparation of HST schedules; review of insolvent accounts documentation; call with T. Montesano regarding Ascend import; call with K. Cheng regarding Ascend exports.	6.8

Date	Professional	Description	Hrs.
19-Jul-21	Tony Montesano	Sort through incoming mail; disburse accordingly.	0.4
19-Jul-21	Vanessa Flis	Summarize Mail chimp emails for M. Marchand and email re same; call with M. Berinpalingam to discuss status of multiple accounts; email with CICR to follow up on delinquent account; forward affidavits to M. Berinpalingam re mailings.	2.5
20-Jul-21	Josie Parisi	Call regarding undisputed claims.	1.0
20-Jul-21	Kendric Cheng	Review final billings for processing; update tracker re billings; prepare cheque requisitions.	0.8
20-Jul-21	Matthew Marchand	Review email and attachment from K. Gibson re statement of claim; correspondence with counsel re same; review email and attachment from M. Berinpalingam re statutory declarations received; email correspondence with L. Noonan re contract termination fees; correspondence with M. Berinpalingam re owner contact summary; correspondence with B. Steele re proposal refresh; correspondence with L. Breneau re proposal refresh; teleconference with counsel and M. Berinpalingam re undisputed claims; draft email to T. Duncan re undefended claims; sign cheque requisitions.	4.1
20-Jul-21	Mithushaa Berinpalingam	Call with M. Marchand; summary of contact information by intervals; call with V. Flis regarding returned mail; call with M. Marchand, J. Parisi and legal counsel regarding undefended claims; updates to undefended claims schedules for Hills and Ridge; email members for additional documentation; review of documents from members; call with P. Harrison regarding account payments and payment application methodology. Call with K.Cheng regarding CICR payments.	6.2
20-Jul-21	Tony Montesano	Sort through returned mail update excel spreadsheet.	0.5
21-Jul-21	Kendric Cheng	Call with M.Berinpalingam re Ridge membership listings; review listings for comments from counsel; update and reconcile listings for information obtained; prepare cheque requisition re counsel fees	3.6
21-Jul-21	Matthew Marchand	Matters related to collections and HST; correspondence with V. Flis re settlements; sign cheques; review proposal from IT Solutions; teleconference with IT Solutions re same; sign deposit slips; correspondence with S. Mitra re outstanding fees.	1.5

Date	Professional	Description	Hrs.
21-Jul-21	Mithushaa Berinpalingam	Preparation of HST tracker template and breakdown of amounts at an account level for Hills and Ridge; review of payments received; call with K. Cheng regarding Ridge ownership reconciliation.	5.0
21-Jul-21	Tony Montesano	Sort through returned mail; update excel tracking sheet.	0.5
22-Jul-21	Matthew Marchand	Review email correspondence from counsel re claims process; correspondence with L. Burbine re cheques; draft court report; draft email to S. Mitra re updates; correspondence re V. Flis and M. Berinpalingam re collection plan matters; correspondence with S. Mitra re same; review email correspondence re deedback disputes; correspondence with A. D'souza re proposal; email correspondence with T. Duncan re undefended accounts.	2.7
22-Jul-21	Mithushaa Berinpalingam	Preparation of HST tracker template and breakdown of amounts at an account level for Hills and Ridge.	3.8
22-Jul-21	Tony Montesano	Sort through incoming mail; distribute accordingly	0.6
22-Jul-21	Vanessa Flis	Draft status update and email M. Marchand; follow up with Wyndham re deedback review.	0.75
23-Jul-21	Josie Parisi	Commence reviewing court report and provide comments and edits.	0.7
23-Jul-21	Matthew Marchand	Correspondence with counsel re court report; review and sign cheque requisition; review email and attachment from B. Steele re proposal; correspondence with B. Steele re same; sign cheque; draft court report; phone call with D. Jones re claims process administration; review email and attachment from Enbridge; correspondence with M. Berinpalingam re collection plan reconciliation.	6.1
23-Jul-21	Mithushaa Berinpalingam	Preparation of HST tracker template and breakdown of amounts at an account level for Hills and Ridge; Ridge ownership reconciliation updates with notes from TGF; updates to summary schedules for collection plan.	5.5
25-Jul-21	Matthew Marchand	Draft court report	5.4
26-Jul-21	Josie Parisi	Review court report and provide comments and edits; review emails from counsel re insurance claim.	2.2

Date	Professional	Description	Hrs.
26-Jul-21	Kendric Cheng	Review invoices received; prepare cheque requisitions re same; coordination with the Township of Oro-Medonte re final water bills; revise and update cash flow forecast for Hills and Ridge; coordination with J. Malcolm to process cheques.	5.2
26-Jul-21	Matthew Marchand	Email correspondence with L. Noonan re financial statements; email correspondence with N. Lezon re insurance refunds; email correspondence with R. Hooke re closing adjustments; correspondence with K. Cheng and review of final water bills; correspondence with M. Berinpalingam re collection plan and court report; sign cheque requisitions; draft fee affidavit; revise court report; correspondence with K. Cheng re Scotia Bank accounts; teleconference with T. Montesano re swearing of fee affidavit; review email and attachment from D. Catuogno re foreclosures and mortgages; correspondence with M. Berinpalingam re same; correspondence with S. Mitra re CHHI claims and insurance; review general ledgers and statements of receipts and disbursements; review email and attachment from S. Mitra re court report comments.	4.9
27-Jul-21	Josie Parisi	Finish reviewing court report; call with M. Marchand re report and distribution issues.	4.1
27-Jul-21	Kendric Cheng	Update cash flow forecast for review comments; prepare cheque requisitions re final water bill to township; review emails from members	3.7
27-Jul-21	Matthew Marchand	Review email and attachment from L. Williams re court report revisions; review email from J. Parisi re same; phone call with J. Parisi re court report and related matters; meetings with M. Berinpalingam re ownership reconciliation issues and updates, collection plan reconciliation and issues, and HST refund filing calculations; sign cheques; revise court report; correspondence with K. Cheng re Scotia Bank and refund cheques.	6.0
27-Jul-21	Mithushaa Berinpalingam	Preparation of summary schedules for collection plan and reconciliations; updates to accounts receivable trackers; call with K. Cheng regarding Ridge ownership reconciliation; review of report and compilation of report comments; calls with M. Marchand regarding reconciliation, and report; review of adjustments; updates to notes.	8.4
28-Jul-21	Josie Parisi	Review draft orders.	0.7

Date	Professional	Description	Hrs.
28-Jul-21	Kendric Cheng	Review comments provided by counsel re membership ownership intervals on land registry; reconcile and update new information on master tracker; call with M. Berinpalingam re emails received from members.	4.2
28-Jul-21	Matthew Marchand	Email correspondence with D. Catuogno re CHHI claims; correspondence with M. Berinpalingam re collection plan reconciliation and related matters; revise court report; review email and attachments from S. Babe re draft orders; revise same; sign cheque requisitions.	4.1
28-Jul-21	Mithushaa Berinpalingam	Revisions to summary schedules for collection plan and reconciliation; updates to accounts receivable trackers; calls with M. Marchand regarding reconciliation, and report; call with K. Cheng regarding refunds and settlements comparison; review of refunds and adjustments; revise schedules; call with K. Cheng regarding emails; review of accounts denoted foreclosure and deed in lieu; correspondence with P. Harrison.	5.5
28-Jul-21	Tony Montesano	Sort returned mailed; update excel tracking sheet.	0.5
29-Jul-21	Josie Parisi	Prepare for 3:00 pm call to review report; attend call.	1.5
29-Jul-21	Kendric Cheng	Draft email responses to members; finalize cash flow for latest comments; review invoices; prepare cheque requisition re same.	2.7
29-Jul-21	Matthew Marchand	Review statements of receipt and disbursement; correspondence with K. Cheng re same; correspondence with K. Cheng re Bell; sign cheque requisition; sign deposit slip; review email from S. Mitra re court report revisions; teleconference with counsel re court report and related matters; review email and attachments from N. Lezon re insurance refunds; email correspondence with N. Lezon re same; sign cheque.	1.9
30-Jul-21	Josie Parisi	Review changes to orders; review changes to court report.	0.9
30-Jul-21	Kendric Cheng	Respond to member emails.	0.5
30-Jul-21	Matthew Marchand	Email correspondence with L. Noonan re matters for financial statement disclosures; email correspondence with N. Lezon re insurance refunds; correspondence with B. Steele re proposal; sign cheque.	0.6
30-Jul-21	Tony Montesano	Sort through returned mail; update excel tracking sheet.	0.5



Date	Professional	Description	Hrs.
31-Jul-21	Josie Parisi	Review Carriage Notice of Motion and provide comments; review email from S. Mitra re insurance claims.	0.7

This is Exhibit "B" referred to in the affidavit of

Matthew Marchand

Sworn before me this 25th day of November 2021

A handwritten signature in black ink, appearing to read "T. Montasano", written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Montasano, a Commissioner, etc.,
Province of Ontario, for BDO Canada LLP
and BDO Canada Limited, and
their subsidiaries, associates and affiliates.
Expires December 21, 2023.**



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 Fax: 416 865 0904
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BDO Canada Limited
 20 Wellington Street E, Suite 500
 Toronto ON M5E 1C5 Canada

INVOICE

Carriage Hills Vacation Owners Association
 Carriage Ridge Owners Association
 c/o BDO Canada Limited
 20 Wellington Street E., Suite 500
 Toronto, ON
 M5E 1C5

<i>Date</i>	<i>Invoice No.</i>
21-Sept-2021	CINV0-008

Re *Carriage Hills Vacation Owners Association & Carriage Ridge Owners Association*

FOR PROFESSIONAL SERVICES RENDERED in connection with our Receivership Engagements for the period from August 1, 2021 to August 31, 2021 as per the details below.

Our Fee	\$ 85,530.50
Disbursements	
PPSA/Corporate Searches	12.50
	12.50
Subtotal	85,543.00
HST - 13.0% (#R101518124)	11,120.59
Total Due	\$ 96,663.59

<i>Summary of Time Charges:</i>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
J. Parisi, Partner	12.00	525.00	6,300.00
M. Marchand, Partner	40.90	495.00	20,245.50
A. Koroneos, Sr. Manager	0.20	450.00	90.00
M. Berinpalingam, Manager	101.00	350.00	35,350.00
K. Cheng, Analyst	59.40	300.00	17,820.00
T. Montesano, Administrator	5.00	200.00	1,000.00
V. Flis, Jr. Administrator	4.05	200.00	810.00
Administrative Support	26.10	150.00	3,915.00
TOTAL	248.65		\$ 85,530.50

Date	Professional	Description	Hrs.
3-Aug-21	Josie Parisi	Review email and correspondence from counsel; review precedent order for transfer of vehicles, review correspondence re non-resident tax withholdings, review notice of motion changes.	3.4
3-Aug-21	Kendric Cheng	Review emails from owners of Carriage Hills and Carriage Ridge; review invoices received; prepare cheque requisitions re same; review Creditor Claims matters; summarize amounts owing for services for M. Marchand; prepare July 2021 HST filing for Carriage Hills and Carriage Ridge; draft letter to Bank of Nova Scotia re account closure and transfer of funds; coordination with L. Dula re journal entry adjustments.	6.3
3-Aug-21	Matthew Marchand	Correspondence with K. Cheng re Scotia Bank accounts; review correspondence re ownership reconciliation updates; correspondence with V. Flis re settlement collections and related matters; review general ledger activity; correspondence with team re general ledger adjusting entries; correspondence with R. Hooke re status of sale transaction adjustment confirmation; correspondence with M. Berinpalingam re reverse claims process data; review and sign deposit slip; matters related to owner correspondence; review email and attachment from N. Lezon re insurance refunds; update court report; review email and attachment from S. Babe re revised orders and notice of motion; draft email to S. Babe re same; review email and attachment from S. Mitra re income tax and distribution memo; draft email to S. Mitra re same; review email from S. Babe re court orders; email correspondence with B. Steele re proposal; email correspondence with D. Mcpherson re proposal.	3.0
3-Aug-21	Mithushaa Berinpalingam	Call with V. Flis re owner accounts and emails; call with K. Cheng re ownership reconciliation for Carriage Ridge and contact information for refunds; compilation of sample information for owners' claims process; update accounts receivable trackers re payments from CICR; review of active and inactive accounts with information received from Wyndham; calls with owners; update information re CHRC mortgages.	5.5
3-Aug-21	Tony Montesano	Sort returned mail; update excel spreadsheet tracking sheet.	0.4

Date	Professional	Description	Hrs.
3-Aug-21	Vanessa Flis	Call with M. Marchand re notice of disputes; review of general ledger reconciliation matter; create summary of deposits and compare with bank account activity; draft settlement confirmation letters.	1.5
4-Aug-21	Josie Parisi	Review correspondence from S. Mitra re priority issues, emails related to vehicles, review changes to report.	2
4-Aug-21	Kendric Cheng	Prepare deposit slips for cheques received; preparation of cheque requisition re invoices received; responding to Carriage Hills owner emails to the Receiver; updating owner contact details on master listing.	6.2
4-Aug-21	Matthew Marchand	Review email and attachment re bankrupt owner; correspondence with M. Berinpalingam re same; matters related to court report and appendices; correspondence with R. Bartolini re insurance refunds; review vehicle ownership details and email to counsel re same; correspondence with Canam re ownership documents; correspondence with counsel re same; correspondence with E. Paltanen re same; review email from T. Duncan re undefended claims; correspondence with V. Flis and M. Berinpalingam re same; draft email to counsel re same; email correspondence with B. Steele re proposal; correspondence with K. Cheng re allocation of insurance refund; review and sign deposit slips and cheque requisition; review email and attachment from L. Williams re court report; review and revise court report; draft email to counsel re same; correspondence with K. Cheng re utility invoices.	5.9
4-Aug-21	Mithushaa Berinpalingam	Update contact information for owners; updates to accounts receivable tracker; summary of owner accounts; review of owner contact details re refunds; call with K. Cheng Re owner listings; call with M. Marchand re undefended claims; call with V. Flis re insolvent accounts; review of owner accounts; call with T. Montesano re Ascend import testing; update contact lists for new information received.	6.2
4-Aug-21	Vanessa Flis	Sent settlement confirmation letters to M. Marchand for review; draft notes on mailing affidavit for claims officer and send to M. Marchand for review.	0.75

Date	Professional	Description	Hrs.
5-Aug-21	Josie Parisi	Prepare for call, attend call re distribution issues; review changes to court report, review notice of motion and review affidavits.	4.1
5-Aug-21	Kendric Cheng	Coordination with L. Dula re journal entry correction; prepare summary of owner contact changes for V. Flis and M. Berinpalingam.	0.9
5-Aug-21	Matthew Marchand	Sign cheque requisitions; review email from S. Mitra re income tax act issues; review email and attachment from E. Paltanen re vehicle bill of sale; draft email to counsel re same; review confirmation of settlement letters and settlement tracker; correspondence with V. Flis re same; correspondence with V. Flis re affidavits and website updates; teleconference with S. Mitra, J. Parisi and M. Berinpalingam re claims officer inquiries; update response to claims officer inquiries; email correspondence with R. Hooke re sale transaction adjustments; correspondence with V. Flis re PPSA search; correspondence with P. Harrison re proof of payment; sign cheque; teleconference with S. Mitra and L. Williams re ownership and distribution issues; correspondence with J. Parisi re updates; correspondence with K. Cheng re Iron Mountain; correspondence with M. Berinpalingam re owner refunds; correspondence with T. Montesano re distribution data; email correspondence with T. Duncan re undefended claims; review email and attachment from C. Doyle re fee affidavit; review email and attachment from S. Mitra re revised report; review email and attachment from L. Williams re same; revise court report; review emails and attachments from S. Mitra re notices of motion and draft orders; draft email to S. Mitra re same.	6.7
5-Aug-21	Mithushaa Berinpalingam	Update contact information for owners with information received; call with BDO team and legal counsel re undefended claims; review master listing schedules; call with P. Harrison re refunds; updates to accounts receivable tracker; update contact information for owners.	6.3
5-Aug-21	Tony Montesano	Sort and disperse incoming mail to K. Chang.	0.3
5-Aug-21	Vanessa Flis	Review dates of materials posted to extranet site and send to M. Marchand; send settlement confirmation letters and update tracker; call with B. Chiasson to review IT ticket number; run PPSA search and send to M. Marchand.	1.3
Date	Professional	Description	Hrs.

6-Aug-21	Josie Parisi	Review revised notice of motion and Orders.	0.9
6-Aug-21	Matthew Marchand	Matters related to finalization of court report; sign cheque requisition; review emails and attachments from S. Mitra re revised orders and notices of motion; sign cheques; correspondence with V. Flis re website updates and communication with owners.	1.8
6-Aug-21	Vanessa Flis	Coordinate document upload to Receiver's website with IT; draft and send mailchimp email blast to notify owners.	0.5
9-Aug-21	Kendric Cheng	Correspondence with Bell Mobility re final bill; prepare and file Carriage Hills and Carriage Ridge July 2021 HST filing; review invoices received; prepare cheque requisitions re same; review owner emails; prepare and send email responses re same.	5.8
9-Aug-21	Matthew Marchand	Email correspondence with S. Babe re owner communications; correspondence with V. Flis re same; correspondence with S. Mitra re settlements; sign cheque requisitions; review July HST returns; correspondence with K. Cheng re same; sign cheques; review email and attachments from L. Noonan re draft financial statements; correspondence with M. Berinpalingam re same; provide direction to K. Cheng re post-closing purchase price adjustment refunds.	2.7
9-Aug-21	Mithushaa Berinpalingam	Update contact lists with information received through emails for Carriage Hills and Carriage Ridge; call with V. Flis; update contact lists with information received through contact forms; call with M. Marchand re Ascend import; call with K. Cheng re CICR collections; call with V. Flis and K. Cheng re email responses; review of owner inquiries and account statuses.	4.0
9-Aug-21	Tony Montesano	Sort through incoming mail and returned mail; distribute incoming accordingly; update excel spreadsheet for returned mail.	0.4
10-Aug-21	Kendric Cheng	Correspondence with Bank of Nova Scotia re closure of accounts and transfer of funds.	0.4

Date	Professional	Description	Hrs.
10-Aug-21	Matthew Marchand	Review and sign deposits; correspondence with M. Berinpalingam and V. Flis re settlements; correspondence with P. Harrison re vehicles; meeting with M. Berinpalingam re owner refunds; review email and attachment from K. Cheng re Scotia Bank account closure and related matters; revise letter; sign cheque.	1.5
10-Aug-21	Mithushaa Berinpalingam	Review of draft financial statements; review of assets and liabilities balances; review of adjusting entries and journal entries; call with M. Marchand re refunds; adjustments to accounts receivable; update CICR collections in accounts receivable trackers; revise refunds schedules for Carriage Hills and Carriage Ridge; review owners with multiple accounts; correspondence with D. Beaudoin.	6.0
11-Aug-21	Matthew Marchand	Meeting with M. Berinpalingam re review of draft financial statements; email correspondence with P. Chmeleski re court hearing; draft email to S. Babe re same; correspondence with K. Cheng re Bell; prepare Receiver's interim reports; review email correspondence re closure of Scotia bank accounts.	3.1
11-Aug-21	Mithushaa Berinpalingam	Call with M. Marchand re review of draft financial statements; revise owner refunds schedules; update contact lists; summary of intervals by owner.	3.9
12-Aug-21	Matthew Marchand	Review email from L. Noonan re 2020 financial statements and information request; correspondence with M. Berinpalingam re same; correspondence with D. Nahabedian re sale of vehicles; review email and attachment from R. Manea re ownership reconciliation; review email and attachment from P. Harrison re vehicle bill of sale; review documentation received re owner consumer proposal; review correspondence from Service Canada re CHHI employee; draft email to D. Catuogno re same; correspondence with V. Flis re settlements; review and sign deposit; draft email to T. Duncan re same.	1.1
12-Aug-21	Mithushaa Berinpalingam	Discussion with V. Flis re notice of disputes and contact lists; discussion with K. Cheng re due to/from accounts; review support received from Powell Jones; summary of contracts for Powell Jones.	3.2
13-Aug-21	Kendric Cheng	Call with M. Berinpalingam to discuss Carriage emails; review emails received from owners; prepare and send responses re same.	5.6

Date	Professional	Description	Hrs.
13-Aug-21	Matthew Marchand	Review email correspondence.	0.1
13-Aug-21	Mithushaa Berinpalingam	Summary of joint owners and accounts by interval for Carriage Hills and Carriage Ridge; correspondence with Powell Jones; review of emails with K. Cheng; review of draft financial statements.	5.8
16-Aug-21	Josie Parisi	Review emails from Wyndham.	0.5
16-Aug-21	Kendric Cheng	Update owner contact information re survey results; review and respond to emails in Carriage Hills and Carriage Ridge inboxes; review and prepare cheque requisition re invoice received.	6.3
16-Aug-21	Mithushaa Berinpalingam	Review notices of disputes, documentation and contact information; call with V. Flis re notice of disputes; correspondence with trustees; update Carriage Ridge account reconciliation with additional information from TGF; calls with owners; call with K. Cheng re emails and contact information; review support from Powell Jones.	6.1
16-Aug-21	Tony Montesano	Sort through incoming mail distribute accordingly; sort through returned mail and update excel tracking sheet.	0.6
17-Aug-21	Josie Parisi	Review email and memo from A&B re sec 116 and withholding taxes; correspondence with M. Marchand re same.	0.4
17-Aug-21	Kendric Cheng	Review and respond to emails received in Carriage Hills and Ridge inboxes; update owner contact information from emails and online survey; review accruals for Carriage Hills and Carriage Ridge financial statements; call with M. Marchand re cash update; prepare cash position update.	7.3

Date	Professional	Description	Hrs.
17-Aug-21	Matthew Marchand	Correspondence with P. Chmeleski re count appearance; email correspondence with S. Babe re same; review email correspondence re CICR account balances; review letter from CRA re CHHI account; draft email to J. Hendricks re same; meeting with V. Flis and M. Berinpalingam re collection plan disputes; draft email to T. Duncan re account settlements; review emails and attachments from L. Noonan re financial statement support; meeting with M. Berinpalingam re financial statement support; email correspondence with D. Catuogno re CHHI claims; review email from S. Mitra re Wyndham inquiries; correspondence with K. Cheng re cash needs and Bell; correspondence with M. Berinpalingam re foreclosures; review email and attachment from S. Mitra re letter from L. Brezinski; draft email to S. Mitra re same; sign cheque requisition; review email and attachment from K. Cheng re cash needs schedule; email correspondence with C. Doyle re invoice; sign cheque; email correspondence with S. Mitra re CRA; meeting with M. Berinpalingam re collection plan disputes, information received to support 2020 financial statements and matters related to owners claims process.	5.7
17-Aug-21	Mithushaa Berinpalingam	Updates to accounts receivable trackers and review of notes; discussion with K. Cheng re email responses and contact lists; call with M. Marchand and V. Flis re notice of dispute processes; call with M. Marchand re financial statements; correspondence with Powell Jones re adjustments to financial statements; call with V. Flis re insolvency documents; review of foreclosure listing; correspondence with P. Harrison; discussion with K. Cheng re accruals review; review and update notice of disputes with M. Marchand.	6.8
18-Aug-21	Josie Parisi	Review emails related to insurance claim.	0.3
18-Aug-21	Kendric Cheng	Respond to Carriage Hills and Carriage Ridge emails; update master listing for detail changes; review and prepare invoices re professional fees.	6.6

Date	Professional	Description	Hrs.
18-Aug-21	Matthew Marchand	Email correspondence with D. Catuogno re CHHI; review email correspondence re mail chimp, financial statements, incoming wire; email correspondence with P. Chmeleski re court attendance; matters related to owners communications; correspondence with K. Cheng re same; email correspondence with S. Mitra re court attendance; email correspondence with M. Berinpalingam re financial statements and prepaids; prepare for court attendance; attend court hearing; review email correspondence re insurance claims; review email from Justice Conway re endorsement and orders; correspondence with V. Flis re updating websites; correspondence with K. Cheng re payment of fees; email correspondence with D. Nahabedian re sale of vehicles; email correspondence with N. Lezon re insurance; correspondence with V. Flis re settlement and abandonment letters.	3.6
18-Aug-21	Mithushaa Berinpalingam	Review of payroll schedules for Carriage Hills and Carriage Ridge for financial statements; review of CICR and LJP payments; correspondence with Powell Jones for support; correspondence with Pat regarding prepaid details; review of terminated contracts; Call with V. Flis re insolvency documents, email lists and disputes; update Carriage Hills and Carriage Ridge accounts receivable trackers; correspondence with prepaid vendors; review payments; calculation of post filing period amounts for insolvent accounts; calls with owners; review of specific owner accounts.	7.0
18-Aug-21	Tony Montesano	Perform bankruptcy search on the OSB website; find discharge dates of certain estates.	0.5
19-Aug-21	Anna Koroneos	Review cheque requisitions, sign cheques for legal and Receiver fees ; respond to emails.	0.2
19-Aug-21	Josie Parisi	Review correspondence re court hearing and emails from Wyndham and counsel.	0.3
19-Aug-21	Kendric Cheng	Update master listings for new information received; coordinate process of cheque payments with L. Dula; review and prepare cheques for payments re Claims Process; call with V. Flis and M. Berinpalingam to discuss email procedures for Carriage Hills and Ridge inboxes; call with M. Berinpalingam re email responses.	6.4

Date	Professional	Description	Hrs.
19-Aug-21	Matthew Marchand	Review email correspondence re closure of Scotia Bank accounts; sign cheque requisitions; provide direction to K. Cheng re Bell; sign deposits; review and sign settlement confirmation letters; review email from S. Duncan re personal injury lawsuits; draft email to counsel re same; correspondence with M. Berinpalingam re financial statements; review email correspondence re same; sign cheques.	1.2
19-Aug-21	Mithushaa Berinpalingam	Review support from Powell Jones' call with P. Harrison re insurance accrual and account fees breakdown; compute post filing periods for insolvent accounts for Carriage Hills and Carriage Ridge; call with V. Flis; calls with owners; updates to accounts receivables tracker; call with M. Marchand re financial statements; call with prepaids vendor; correspondence with Powell Jones; call with V. Flis and K. Cheng re mail chimp and reports; calls with owners re potential settlements.	6.1
19-Aug-21	Tony Montesano	Sort through incoming mail; distribute accordingly; sort through returned mail; update list of estates received from M. Berinpalingam to include date of insolvency.	0.7
20-Aug-21	Matthew Marchand	Review email from G. Ramchand re Scotia account closures; review and sign vehicle ownership slips; correspondence with D. Nahabedian re same; email correspondence with N. Golodner re CHHI claims; correspondence with K. Cheng re owner communications; review and sign Canam appointment letters; sign cheque requisitions; review email and attachment from M. Berinpalingam re Wyndham foreclosed accounts; review email and attachment from M. Berinpalingam re ownership reconciliation; sign cheques.	1.5
23-Aug-21	Matthew Marchand	Review email correspondence re ownership reconciliation, notice to appear and delinquent accounts; correspondence with V. Flis re matters related to sale of vehicles.	0.2
23-Aug-21	Mithushaa Berinpalingam	Review of Carriage Hills and Carriage Ridge emails; correspondence with R. Manea re Carriage Hills reconciliation; calls with owners; revisions to calculations of post filing amounts of insolvent accounts; review notice of dispute and support; reconciliation of refunds with information from CICR; review of foreclosure accounts with Carriage Hills account reconciliation; review of accounts from legal counsel.	4.8

Date	Professional	Description	Hrs.
24-Aug-21	Matthew Marchand	Correspondence with V. Flis re expenses; sign deposit slip.	0.2
24-Aug-21	Mithushaa Berinpalingam	Discussion with V. Flis re email list exports, access to contact lists, notice of dispute documents and owner inquiries; call with Pat re fees and refund amounts; correspondence with L. Noonan; Carriage Hills ownership reconciliation revisions with information from counsel.	5.8
24-Aug-21	Tony Montesano	Correspond with M. Berinpalingam, request insolvency search; review, sort returned mail; update excel tracking sheet.	0.7
25-Aug-21	Mithushaa Berinpalingam	Follow up with prepaids vendor; reconciliation of refund amounts with CICR information; revisions to refund amounts; Carriage Hills ownership reconciliation revisions with information from counsel.	5.7
26-Aug-21	Kendric Cheng	Review mail and invoices received.	0.5
26-Aug-21	Matthew Marchand	Matters related to sale of vehicles; email correspondence with N. Lezon re auto insurance cancellation; execute documentation re same; email correspondence with K. Cheng re mail receipt; review email re Enbridge invoice; correspondence with K. Cheng re same; review correspondence re owner consumer proposal; draft email to M. Berinpalingam re same.	0.5
26-Aug-21	Mithushaa Berinpalingam	Revisions to post filing amounts for insolvent accounts; discussion with V. Flis re mailchimp, documentation from owners and emails; Carriage Hills ownership revisions based on information from counsel; updates to contact lists.	5.9
26-Aug-21	Tony Montesano	Receive and review incoming mail scan; scan same to Kendric Chang.	0.5
27-Aug-21	Kendric Cheng	Prepare cheque requisitions for final bills re utility companies; call with CRA to discuss notice of assessment received; preparation of deposit slips for HST refunds re Carriage Ridge; call with insurance company re policy and invoice received.	1.2

Date	Professional	Description	Hrs.
27-Aug-21	Kendric Cheng	Submit documents to data room for sales process; clean up employee listing; discussion with accounts payable re outstanding invoices; call with service manager re inventory and product shipping; addressing comments for the notices of receivership; review PPSA and update creditors listing.	5.2
27-Aug-21	Matthew Marchand	Review and sign deposits; sign cheque requisitions; sign cheques; review general ledgers.	0.2
27-Aug-21	Tony Montesano	Discuss RT0001 NOA and scan same to K. Chang.	0.3
28-Aug-21	Josie Parisi	Review correspondence from A&B re notice of appearance.	0.1
30-Aug-21	Matthew Marchand	Correspondence with M. Berinpalingam re owner consumer proposal; review CHHI claims; draft email to CHHI re same.	0.5
30-Aug-21	Mithushaa Berinpalingam	Respond to owner inquiries; discussion with TGF regarding Carriage Hills ownership review and comments; revisions to Carriage Hills ownership reconciliation; review of insolvent accounts documentation; calls with owners; prepare proof of claims; updates to accounts receivable trackers; respond to email inquiries for Carriage Hills and Carriage Ridge; review creditors packages received.	6.3
31-Aug-21	Kendric Cheng	Review invoices received; prepare cheque requisitions re same.	0.7
31-Aug-21	Matthew Marchand	Phone call with S. Mitra re owners claims process and related matters; correspondence with M. Berinpalingam re owner inquiries, financial statements, disputes, foreclosures and related matters; review and respond to owner inquiries; draft email to D. Catuogno re foreclosures and deeds in lieu.	1.4
31-Aug-21	Mithushaa Berinpalingam	Review and respond to owner emails; calls with owners; correspondence with trustee regarding insolvency documents; call with M. Marchand re task statuses; call with T. Montesano re Ascend updates for settlements; update contact lists for Carriage Hills and Carriage Ridge; respond to owner inquiries; review of potential settlements.	5.6
31-Aug-21	Tony Montesano	Discussion with M. Berinpalingam regarding proposal documents; filing out proof of claim; review returned mail; update excel tracking sheet for Carriage Hills and carriage Ridge; e-mail updated list to M. Berinpalingam and K. Cheng.	0.6

This is **Exhibit "C"** referred to in the affidavit of

Matthew Marchand

Sworn before me this 25th day of November 2021



A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Montasano, a Commissioner, etc.,
Province of Ontario, for BDO Canada LLP
and BDO Canada Limited, and
their subsidiaries, associates and affiliates.
Expires December 21, 2023.**



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INVOICE

Carriage Hills Vacation Owners Association
 Carriage Ridge Owners Association
 c/o BDO Canada Limited
 20 Wellington Street E., Suite 500
 Toronto, ON
 M5E 1C5

Date	Invoice No.
October 7, 2021	CINV0009

Re Carriage Hills Vacation Owners Association & Carriage Ridge Owners Association

FOR PROFESSIONAL SERVICES RENDERED in connection with our Receivership Engagements for the period from September 1, 2021 to September 30, 2021 as per the details below.

Our Fee	63,648.50
HST - 13.0% (#R101518124)	8,274.31
Total Due	\$ 71,922.81

Summary of Time Charges:	Hours	Rate	Amount
J. Parisi, Partner	7.30	525.00	3,832.50
M. Marchand, Partner	33.30	495.00	16,483.50
A. Koroneos, Sr. Manager	0.10	450.00	45.00
M. Berinpalingam, Manager	116.60	350.00	40,810.00
K. Cheng, Analyst	2.15	300.00	645.00
T. Montesano, Administrator	3.80	200.00	760.00
Administrative Support	7.15	150.00	1,072.50
TOTAL	170.40		\$ 63,648.50

<i>Date</i>	<i>Professional</i>	<i>Description</i>	<i>Hrs.</i>
1-Sept-21	Matthew Marchand	Correspondence with M. Berinpalingam re owner inquiries; signed cheque requisitions; prepared for teleconference with CHHI regarding claim; correspondence with M. Berinpalingam about claim; teleconference with CHHI re claims; meeting with M. Berinpalingam re owner disputes and related matters.	2.5
1-Sept-21	Mithushaa Berinpalingam	Respond to inquiries for Carriage Hills and Carriage Ridge; updates to master lists for returned mail; call re CHHI claim; call with M. Marchand re notice of disputes; follow up correspondence with Wyndham re owner documentation; call with owner re settlement; updates to accounts receivable trackers and contact lists; correspondence with owners; review of owner accounts.	6.3
2-Sept-21	Josie Parisi	Review emails from Wyndham and former board member.	0.2
3-Sept-21	Matthew Marchand	Review revised proposals re reverse claims process; teleconference with M. Berinpalingam and counsel re reverse claims process and related matters; draft email re proposals to develop portal and administer claims process; signed deposit slips.	3.3
3-Sept-21	Kendric Cheng	Review HST refunds received; prepared deposit slips.	0.4
3-Sept-21	Mithushaa Berinpalingam	Call with M. Marchand and legal counsel regarding claims process and owner account reconciliation.	2.5
6-Sept-21	Matthew Marchand	Reviewed and finalized invoice.	0.2
7-Sept-21	Matthew Marchand	Reviewed email and attachment from M. Berinpalingam re proof of claims for owner insolvency proceedings; signed; matters re to development of reverse claims process; reviewed email from S. Mitra re purchase price allocation.	1.2
7-Sept-21	Mithushaa Berinpalingam	Responded to Carriage Hills and Carriage Ridge owner inquiries; review of CHHI Claim support; follow up with vendors regarding prepayments; updates to contact lists for Carriage Hills and Carriage Ridge.	5.2

<i>Date</i>	<i>Professional</i>	<i>Description</i>	<i>Hrs.</i>
8-Sept-21	Josie Parisi	Prepared for and attend call to discuss claims process (BDO, TGF & A&B); review various emails re next steps and court date.	2.3
8-Sept-21	Matthew Marchand	Correspondence with M. Berinpalingam re undefended claims; teleconference with counsel, M. Berinpalingam and J. Parisi re reverse claims process; review email and attachment from P. Harrison re invoice; signed cheque requisitions; reviewed email and attachments from L. Noonan re revised financial statements; phone call with M. Berinpalingam re reverse claims process, CHHI claims, financial statements and owner correspondence;	4.0
8-Sept-21	Kendric Cheng	Review contractor invoice received; prepared cheque requisition re same.	0.3
8-Sept-21	Mithushaa Berinpalingam	Correspondence with IT re contact survey; revision to proof of claims and correspondence with trustee; review of Carriage Hills and Carriage Ridge emails; updates to master contact lists for Carriage Hills and Carriage Ridge; call with M. Marchand, J. Parisi and legal counsel re ownership reconciliation; correspondence with CICR, LJP and Wyndham; call with M. Marchand; correspondence with trustee re proof of claim support; compilation of unreconciled accounts for Carriage Hills and Carriage Ridge; Call with M. Marchand re financial statements, CHHI claim items, settlements and owner inquiries.	8.0
9-Sept-21	Matthew Marchand	Sign cheques; correspondence with T. Montesano and M. Berinpalingam re undeposited cheques.	0.3
9-Sept-21	Mithushaa Berinpalingam	Correspondence with Powell Jones re revisions for financial statements; call with Patricia Harris re invoices and contact information; calls with owners and review of accounts. correspondence with Claims Officer; respond to owner email inquiries; call with M. Marchand; call with T. Montesano re cheques received; review of liability accounts per financial statements and corresponding support; updates to master contact lists.	5.9
10-Sept-21	Josie Parisi	Reviewed email from an owner and arrange for a call with individual; review correspondence from A&B.	0.5

<i>Date</i>	<i>Professional</i>	<i>Description</i>	<i>Hrs.</i>
10-Sept-21	Matthew Marchand	Review general ledger balances; correspondence with M. Berinpalingam re proof of claim submissions; correspondence with counsel re claims process.	0.2
10-Sept-21	Mithushaa Berinpalingam	Compiled and reviewed support for proof of claim filed; call with trustee; review revised financial statements; calls with owners; responded to owner email inquiries; compilation of unreconciled owners' listings with updated contact information; preparation of master contact lists with owner reconciliation information.	5.5
13-Sept-21	Anna Koroneos	Review of voicemail from I. McSweeney and forward;	0.1
13-Sept-21	Josie Parisi	Review emails from owners and A&B.	0.5
13-Sept-21	Matthew Marchand	Correspondence with G. Gagnon re websites;	0.1
13-Sept-21	Mithushaa Berinpalingam	Calls with owners; reviewed and responded to emails; updates to contact lists; review of CHHI claim and supporting documentation received; review of claim amount and comparison to draft financial statement figures for Carriage Hills and Carriage Ridge; reconciliation of differences between claim amount and draft financials; updates to accounts receivable trackers.	5.6
14-Sept-21	Matthew Marchand	Correspondence with M. Berinpalingam re ownership listings.	0.1
14-Sept-21	Kendric Cheng	Reviewed invoice received; discussion re denied cheque; email correspondence with vendor re denied cheques.	0.5
14-Sept-21	Mithushaa Berinpalingam	Preparation of deposit slips and cheque requisitions; review and respond to owner inquiries; calls with owners; updates to contact lists with information received; preparation of listing of unreconciled accounts; updates to ownership schedules.	5.1
15-Sept-21	Josie Parisi	Review email from an owner for address change.	0.1
15-Sept-21	Matthew Marchand	Signed deposit slips; correspondence with M. Berinpalingam re deposit slips; signed cheque requisition,	0.1
15-Sept-21	Mithushaa Berinpalingam	Revisions to listing of unreconciled accounts; preparation of deposit slips; review and respond	5.5

<i>Date</i>	<i>Professional</i>	<i>Description</i>	<i>Hrs.</i>
		to owner inquiries; update contact information with information from contact surveys; updates to ownership schedules and accounts receivable trackers.	
16-Sept-21	Matthew Marchand	Sign cheque.	0.1
16-Sept-21	Mithushaa Berinpalingam	Review and respond to owner inquiries; review of owner accounts; update Carriage Hills and Carriage Ridge master schedules for contact information received from contact surveys and emails.	5.8
17-Sept-21	Matthew Marchand	Reviewed emails and attachments from M. Berinpalingam re refunds, disputes, financial statements, owner communications and CHHI claims; phone call with M. Berinpalingam re same; review email and attachment from E. Giammichele re insurance refunds; review legal invoice.	2.1
17-Sept-21	Mithushaa Berinpalingam	Call with M. Marchand re notice of disputes; contact prepaid vendors; correspondence with owners re inquiries and settlements; call with Tony re cheques received; follow up with Wyndham re documentation; call with owners; update Carriage Hills and Carriage Ridge master schedules for new contact information received from contact surveys and emails; revisions to unreconciled accounts listings for both Carriage Hills and Carriage Ridge.	6.1
19-Sept-21	Matthew Marchand	Reviewed email correspondence re ownership interest reconciliation; drafted email to N. Golodner re status of CHHI claim support; responded to owner inquiries; drafted email to counsel regarding court date.	0.5
20-Sept-21	Josie Parisi	Reviewed emails from A&B re court hearing.	0.2
20-Sept-21	Matthew Marchand	Drafted email to B. Steele re online portal; drafted email to A. D'souza re online portal; draft email to D. Mcpherson re online portal; review email from N. Golodner re CHHI claims; reviewed email from D. Mcpherson; correspondence with M. Berinpalingam re same; correspondence with S. Babe re court date; signed deposit slip; correspondence with K. Cheng re HST filings; received voicemail from owner re updates; provided direction to M. Berinpalingam re HST filings same;	0.7

<i>Date</i>	<i>Professional</i>	<i>Description</i>	<i>Hrs.</i>
20-Sept-21	Mithushaa Berinpalingam	Reviewed and responded to emails; correspondence with Wyndham; review of insolvency documents; updates to accounts receivable trackers; updates to contact lists; summary of mailings; calls with owners; revisions to deposit slips; emails to trustees.	6.2
21-Sept-21	Matthew Marchand	Correspondence with owners re inquiries; teleconference with counsel and M. Berinpalingam re ownership list reconciliations and related matters; correspondence with M. Berinpalingam re next steps; signed settlement letter.	
21-Sept-21	Mithushaa Berinpalingam	Correspondence with Claims Officer re settlements; review and respond to owner inquiries; draft of settlement letter; calls with owners; updates to contact lists; follow up with owners re information provided; review of owner accounts; call with legal counsel and M. Marchand re ownership reconciliation.	2.2
22-Sept-21	Matthew Marchand	Provide direction to M. Berinpalingam re communication to owners and website updates; email correspondence with S. Babe re owner settlement inquiry; sign cheque; matters related to claims online portal.	6.5
22-Sept-21	Mithushaa Berinpalingam	Updates to contact lists; revise list of unreconciled accounts and summary of accounts; review and respond to owner inquiries; import all new emails; send out email blast and correspondence re updates to website; update Ascend for settlement; settlement letter preparation; preparation of proof of claim; call with trustee re proof of claim; call with owners.	0.7
23-Sept-21	Matthew Marchand	Review and sign proof of claim re owner consumer proposal; correspondence with M. Berinpalingam re matters related to disputes.	6.2
23-Sept-21	Mithushaa Berinpalingam	Review and respond to owner inquiries; follow up with Wyndham re documentation; proof of claim submission; review of CHHI claim and adjustments with support for Carriage Hills and Carriage Ridge; calls with owners; call with Enbridge and Hydro One re refunds owed; review support from Powell Jones; call with M. Marchand re notice of disputes; updates to contact lists; updates to accounts receivable trackers.	2

<i>Date</i>	<i>Professional</i>	<i>Description</i>	<i>Hrs.</i>
24-Sept-21	Josie Parisi	Attend call related to claims process with A&B and BDO.	6.5
24-Sept-21	Matthew Marchand	Teleconference with counsel and M. Berinpalingam re notices of disputes.	1.3
24-Sept-21	Mithushaa Berinpalingam	Review of owner accounts; calls with owners; follow up with LJP; call with BDO team and legal counsel re notice of disputes; updates to accounts receivable trackers; summary of differences of due/to from accounts; correspondence with claims officer re insolvent accounts; respond to owner inquires; review of notice of disputes documentation.	1.7
26-Sept-21	Matthew Marchand	Review email correspondence regarding accounts with LJP.	5.3
27-Sept-21	Josie Parisi	Call to discuss claims process.	0.1
27-Sept-21	Matthew Marchand	Teleconference with counsel and M. Berinpalingam re disputes and next steps; review email correspondence re account reconciliations; matters re owner communications; review HST returns; correspondence with K. Cheng re same.	0.8
27-Sept-21	Mithushaa Berinpalingam	Review and respond to emails; review of notice of disputes; call with legal counsel and BDO team re notice of disputes; summary of accounts with deed backs and details; compilation of list of accounts for supporting documentation; call with Pat re member accounts; calculation of settlement offers; calls with owners; follow up correspondence with owners; updates to accounts receivable trackers; updates to contact lists.	1.8
28-Sept-21	Matthew Marchand	Review email from S. Mitra re returned mail; review legal invoice; correspondence with K. Cheng re outstanding invoices.	6
28-Sept-21	Kendric Cheng	Review invoices for legal counsel received; prepare summary of professional fees.	0.3
28-Sept-21	Mithushaa Berinpalingam	Correspondence with estate executors and trustees; update returned mail; update accounts receivable trackers and notice of disputes; calculation of proof of claim amounts; draft new and amended proof of claim packages for Carriage Hills and Carriage Ridge; review of	0.6

<i>Date</i>	<i>Professional</i>	<i>Description</i>	<i>Hrs.</i>
		insolvency documents; preparation of deposit slips and cheque requisition; calls with owners.	
29-Sept-21	Matthew Marchand	Sign deposit slip and cheque requisitions; review email and attachments from N. Golodner re revised CHHI claims; meeting with M. Berinpalingam re CHHI revised claims, filing proof of claims, financial statements and tax returns; correspondence with S. Hussam re claims portal requirements; draft email to T. Duncan re undefended claims.	6.5
29-Sept-21	Mithushaa Berinpalingam	Updates to accounts receivable trackers for proof of claim notes; review of owner documentation; draft proof of claim packages; review of trustee discharge dates and updates to tracker; review and respond to Carriage Hills and Carriage Ridge emails; updates to contact lists for Carriage Hills and Carriage Ridge; call with M. Marchand re CHHI claim, supporting documentation, and notice of disputes; correspondence with trustees.	3.2
29-Sept-21	Kendric Cheng	Review invoices received; prepare cheque requisition re same; coordinate with admin team to process payment.	6
2021-09-30	Josie Parisi	Call with M. Marchand to review proposals for claims admin platform; review email from Wyndham, review email and letter from counsel.	0.35
2021-09-30	Matthew Marchand	Email correspondence with D. Catuogno re CHHI claims; signed cheques; matters related to development of reverse claims process; review and summarize proposals re reverse claims process; review email from S. Mitra re letter to CRA; meeting with J. Parisi re reverse claims process development and related matters; email correspondence with counsel re same; correspondence with K. Cheng re books and records.	1.4
2021-09-30	Mithushaa Berinpalingam	Correspondence with CHHI re supporting documentation; correspondence with Powell Jones; review and respond to email inquiries for Carriage Hills and Carriage Ridge; draft settlement offer acceptance document; call with M. Marchand re claims processes; call with Enbridge re refund; summary of method of communication by owners and intervals for Carriage Hills and Carriage Ridge; call with P. Harrison re billing statements; settlement offer	5.9



<i>Date</i>	<i>Professional</i>	<i>Description</i>	<i>Hrs.</i>
		correspondence with owner; call with Tony re discharge orders; review of timeshare agreement and update to proof of claim document.	

This is Exhibit "D" referred to in the affidavit of

Matthew Marchand

Sworn before me this 25th day of November 2021



A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Montasano, a Commissioner, etc.,
Province of Ontario, for BDO Canada LLP
and BDO Canada Limited, and
their subsidiaries, associates and affiliates.
Expires December 21, 2023.**



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INVOICE

Carriage Hills Vacation Owners Association
 Carriage Ridge Owners Association
 c/o BDO Canada Limited
 20 Wellington Street E., Suite 500
 Toronto, ON
 M5E 1C5

Date	Invoice No.
09-Nov-2021	CINV0-010

Re Carriage Hills Vacation Owners Association & Carriage Ridge Owners Association

FOR PROFESSIONAL SERVICES RENDERED in connection with our Receivership Engagements for the period from October 1, 2021 to October 31, 2021 as per the details below.

Our Fee	\$ 60,273.00
HST - 13.0% (#R101518124)	7,835.49
Total Due	\$ 68,108.49

Summary of Time Charges:	Hours	Rate	Amount
J. Parisi, Partner	11.10	525.00	5,827.50
M. Marchand, Partner	43.60	495.00	21,582.00
A. Boettger, Sr Manager	1.50	450.00	675.00
A. Koroneos, Sr. Manager	0.20	450.00	90.00
M. Berinpalingam, Manager	85.10	350.00	29,785.00
S. Burrowes, Manager	0.10	335.00	33.50
K. Cheng, Analyst	2.80	300.00	840.00
T. Montesano, Administrator	2.40	200.00	480.00
Administrative Support	6.40	150.00	960.00
TOTAL	153.20		\$ 60,273.00

Date	Professional	Description	Hrs.
2021-10-01	Kendric Cheng	Emailed correspondence with unsecured creditor re cheques issued for claims.	0.2
2021-10-01	Matthew Marchand	Teleconference with B. Steele and M. Berinpalingam re reverse claims process; teleconference with M. Berinpalingam re same.	1.2
2021-10-01	Mithushaa Berinpalingam	Meeting with M. Marchand and B. Steele; call with M. Marchand re claims process; call with owners regarding settlements; review of owner statements and correspondence with owners; review and respond to Carriage Hills and Carriage Ridge emails; follow up with LJP; revisions to letters for hardship accounts; updates to accounts receivable trackers and master contact lists.	5.2
2021-10-03	Matthew Marchand	Review email from L. Pomfret re account settlement; draft email to M. Berinpalingam re same; draft email to M. Berinpalingam re returned mail tracking; email correspondence with D. Catuogno re CHHI claims; draft email to K. Cheng re claims process; review email and attachment from M. Berinpalingam re settlement letter; draft email to M. Berinpalingam re same; review letter re hardship settlements; review email correspondence re supporting documentation requests; review email and attachment from M. Berinpalingam re summary of owner contact information validity.	1.0
2021-10-04	Matthew Marchand	Correspondence with M. Berinpalingam re settlement letters, hardship letters and accounts with LJP; review documentation from CRA re CHHI; draft email to J. Hendricks re same; email correspondence with K. Cheng re Bell charges.	0.6
2021-10-04	Tony Montesano	Receive and sort incoming mail; scan cheques to M. Berinpalingam; contact Iron Mountain re arranging for a prepay and destruction request.	0.5
2021-10-04	Mithushaa Berinpalingam	Review and respond to Carriage Hills and Carriage Ridge emails; reconcile Carriage Hills ownership interests based on new comments from TGF; correspondence with TGF; call with K. Strank re returned email; update internal tracker for returned mail; call with M. Marchand re settlement letters, hardship letters and email responses; updates to accounts receivable trackers; review of owner accounts; send settlement letters to owners; revisions to unreconciled accounts listing; review of TGF comments; call with owners.	6.0
2021-10-05	Tony Montesano	Review Iron Mountain Inventory Listing; search for boxes in storage; send list of boxes located to Iron Mountain to request transfer to correct department.	0.6
2021-10-05	Josie Parisi	Review email related to judgement against an owner for a certain period and resolution for post judgement period.	0.3

Date	Professional	Description	Hrs.
2021-10-05	Matthew Marchand	Review email and attachments from G. Gagnon re invoices; draft email to G. Gagnon re same; correspondence with M. Berinpalingam re settlements; draft email to S. Mitra and M. Berinpalingam re collection plan; review email correspondence with LJP and CICR; draft email to D. Beaudoin re collection balances; draft email to T. Duncan re undefended claims schedules.	0.5
2021-10-05	Mithushaa Berinpalingam	Reconciliation of variances in Carriage Hills ownership list; revisions to unreconciled lists; review of names and determination of whether corrections are needed; review of owner accounts and correspondence with counsel; updates to accounts receivable trackers; correspondence with owners re settlement letters; preparation of deposit slips for settlements; revisions to draft letter; call with TGF re ownership reconciliation and land registry comments; call with owners; review and respond to emails for Carriage Hills and Carriage Ridge; review of deed backs; correspondence with CICR.	6.2
2021-10-06	Josie Parisi	Call with counsel re claims process platform and discussion related to CRA.	1.5
2021-10-06	Matthew Marchand	Prepare for and attend teleconference with counsel and BDO team re reverse claims process, online portal and related matters; review email re unreconciled deeds; drafted mail to B. Steele re draft agreement; review email and attachments re same.	2.2
2021-10-06	Mithushaa Berinpalingam	Call with BDO team and counsel re online portal; updates to Carriage Hills and Carriage Ridge contact lists; review of CHHI claim and support for both Carriage Hills and Carriage Ridge; record CICR collections in trackers; compare amounts outstanding received from CICR to internal records; review of proposals for online portals; calls with owners and review of accounts.	6.2
2021-10-07	Josie Parisi	Review information from Prime Clerk; review correspondence with Wyndham.	1.1
2021-10-07	Matthew Marchand	Phone call with B. Steele and M. Berinpalingam re online portal and related matters; review email correspondence; email correspondence with B. Steele re scheduling meeting; phone call with M. Berinpalingam re LJP and CICR accounts, update on CHHI claims review and owner communications; teleconference with M. Berinpalingam and L. Breneau re online portal and claims process proposal.	2.4
2021-10-07	Mithushaa Berinpalingam	Review and respond to Carriage Hills and Carriage Ridge emails; updates to Carriage Hills and Carriage Ridge master contact lists; calls with owners; settlement discussion with owner; update accounts with mortgages on master lists; merge contact lists; call with Prime Clerk and M. Marchand; call with TGF; call with M. Marchand; review of Carriage Ridge master listing for name corrections; call with M. Marchand and L. Breneau re online portal; emails to owners; send settlement letters; email correspondence with Claims Officer.	6.4

Date	Professional	Description	Hrs.
2021-10-08	Kendric Cheng	Review invoices received; prepare cheque requisitions re same.	0.7
2021-10-08	Matthew Marchand	Obtain information for counsel re unreconciled deeds; draft email to counsel re same; sign cheque requisitions; review email and attachments from D. Mcpherson re revised proposals.	1.0
2021-10-12	Josie Parisi	Call with Wyndham re claims process.	0.8
2021-10-12	Matthew Marchand	Email correspondence with D. Nahebedian re sale of vehicles; teleconference with D. Catuogno and counsel re Wyndham mortgage claims and reverse claims process; sign cheques; draft sixth court report outline.	1.7
2021-10-13	Matthew Marchand	Correspondence with B. Steele re process inquiries.	0.2
2021-10-14	Matthew Marchand	Review Prime Clerk engagement letter; draft emails to B. Steele re same; draft email to counsel re same; teleconference with Prime Clerk team re claims portal and related issues; email correspondence re owner inquiries.	2.0
2021-10-18	Josie Parisi	Review comments from counsel re Prime Clerk's engagement letter; call with former owner inquiring re Wyndham offer to transfer membership.	0.6
2021-10-18	Matthew Marchand	Review and revise letter to certain owners re resolution of disputes and hardships; correspondence with counsel re same; correspondence with M. Berinpalingam re same; review emails from counsel re Prime Clerk engagement letter; revise Prime Clerk engagement letter; draft email to B. Steele re same; review email correspondence re account settlements; review and sign settlement confirmation letters; sign deposit slips; teleconference with S. Babe and G. Brunswick re Prime Clerk engagement terms; draft email to S. Mitra re same; review general ledgers; draft email to K. Cheng re payment of expenses.	3.3
2021-10-18	Mithushaa Berinpalingam	Review and respond to Carriage Hills and Carriage Ridge emails; correspondence with LJP re settlement with owner; revisions to settlement calculations; follow up with prepaid vendors; confirm amounts with LJP; updates to Carriage Hills and Carriage Ridge contact lists; calls with owners; prepare settlement letters; prepare deposit slips; correspondence with Derek re owner accounts; revisions to letters for hardship accounts; updates to Carriage Ridge and Carriage Hills accounts receivable trackers.	5.6
2021-10-19	Stephanie Burrowes	Returned owner's call.	0.1
2021-10-19	Josie Parisi	Review emails related to Prime Clerk agreement.	0.6
2021-10-19	Matthew Marchand	Review legal invoice; review email and attachment from G. Brunswick re indemnity clause; correspondence with counsel re same; teleconference with G. Brunswick and S. Mitra re same; review emails and attachments from CHHI re claims support; review emails from counsel re indemnity clause; correspondence with B. Steele re same; teleconference with M. Berinpalingam re CHHI claim support review and hardship dispute resolution.	3.5

Date	Professional	Description	Hrs.
2021-10-19	Mithushaa Berinpalingam	Review and respond to Carriage Hills and Carriage Ridge emails; calls with owners; review of owner accounts; call with M. Marchand re CHHI claim; settlements, and notice of disputes; updates to Carriage Ridge and Carriage Hills accounts receivable trackers; review of supporting documentation received for CHHI claim; review of mortgages schedule; review of Carriage Ridge ownership reconciliation; follow up correspondence with legal counsel; correspondence with CHHI; review of accounts and notice of disputes stating hardship.	5.5
2021-10-20	Matthew Marchand	Meeting with M. Berinpalingam re collection plan disputes next steps; review email correspondence and attachments re revised Prime Clerk engagement letter; sign cheque; draft email to S. Mitra re hardship settlements; phone call with M. Berinpalingam re data sets for portal developer; email correspondence with counsel re Prime Clerk engagement letter.	3.3
2021-10-20	Josie Parisi	Review emails from Aird and Berlis re changes to engagement letter with Prime Clerk; review emails from M. Marchand re same.	1.1
2021-10-20	Mithushaa Berinpalingam	Call with M. Marchand re notice of disputes; review of CICR outstanding balances; call with D. Beaudoin re account discrepancies; updates to Carriage Hills and Carriage Ridge master contact lists; review and respond to emails from owners; call with M. Marchand re data sets for claims processes; review of ownership distribution percentages and note in trackers; run contact survey reports and update Carriage Hills and Carriage Ridge master lists.	5.4
2021-10-21	Matthew Marchand	Review and sign engagement letter with Prime Clerk; review data sets for Prime Clerk; correspondence with M. Berinpalingam re same; correspondence with V. Manners re secure document transfer; email correspondence with S. Mizrahi re sale of vehicles; prepare agenda for kick-off call with Prime Clerk; correspondence with B. Steele re same; email correspondence with N. Golodner re claims support review meeting; review email correspondence re tenants in common and joint tenants accounts; sign cheque requisitions; review legal invoice; matters related to owner correspondence.	3.4
2021-10-21	Kendric Cheng	Email correspondence with M. Berinpalingam; review WSIB premiums reporting; prepare schedule and prepare cheque requisition for payment.	0.5
2021-10-21	Mithushaa Berinpalingam	Updates to Carriage Hills and Carriage Ridge master lists to include percentages of intervals; revisions to data sets for claims process; correspondence with TGF; review and respond to Carriage Hills and Carriage Ridge emails; updates to master contact lists; settlement discussion with owners; review of owner accounts; summary of accounts and amounts; draft letters for claims to be abandoned and those to be referred to Claims Officer; updates to accounts receivable trackers; calls with owners.	5.3
2021-10-22	Anna Koroneos	Review cheque requisitions and sign cheques; call with M. Marchand re wire transfer.	0.2

Date	Professional	Description	Hrs.
2021-10-22	Kendric Cheng	Review professional services invoices; prepare cheque requisition re same.	0.7
2021-10-22	Adam Boettger	Call with counsel and Prime Clerk re claims process and portal structure.	1.5
2021-10-22	Matthew Marchand	Sign cheque requisition; sign cheques; sign deposit slip; sign settlement acknowledgement letter; correspondence with B. Steele re data sets; teleconference with Prime Clerk, counsel and BDO team re portal and reverse claims process.	2.5
2021-10-22	Mithushaa Berinpalingam	Call with J. Malcolm re settlement deposits; send confirmation letters to owners who settled; updates to accounts receivable tracker; calls with owners; prepare deposit slips; review of CHHI claim support; call with owner and review of account; call with Prime Clerk, counsel and BDO team re claims process; review and respond to Carriage Hills and Carriage Ridge emails; summary of emails.	5.8
2021-10-25	Josie Parisi	Call with counsel re draft order and claims administration.	2.8
2021-10-25	Matthew Marchand	Review email and attachments from N. Golodner re CHHI claim support; draft email to counsel re schedule meeting; email correspondence with S. Mitra re Department of Justice response status; teleconferences with M. Berinpalingam and Prime Clerk re detailed data set reviews; teleconference with M. Berinpalingam and Wyndham re CHHI claim support reviews; respond to owner inquiries; draft email to T. Duncan re undefended claims; correspondence with M. Berinpalingam re account settlement; review and revise claim abandonment and notice of referral letters; teleconference with counsel re reverse claims process order and related matters.	5.7
2021-10-25	Mithushaa Berinpalingam	Review CHHI claim amounts with supporting documentation; review and respond to Carriage Hills and Carriage Ridge emails; call with Prime Clerk re data sets; call with CHHI re insurance and payroll; call with Prime Clerk re data sets. review of letter from owner; calls with owners; review of mail; respond to emails; review of CHHI support, update notes and reconcile amounts; call with BDO team and counsel re court order draft.	6.3
2021-10-26	Matthew Marchand	Email correspondence with B. Steele re claims process development; email correspondence with T. Duncan re undefended claims and related matters; draft email to S. Mitra re collection plan matters.	0.8
2021-10-26	Mithushaa Berinpalingam	Call with Tony re settlements and updates to Ascend, updates to accounts receivable trackers for Carriage Hills and Carriage Ridge; review and respond to Carriage Hills and Carriage Ridge emails; review of owner accounts; send receipt and confirmation letters; revisions to abandonment and claims officer referral letters; discussion with owner regarding settlement offer; updates to master contact lists; review of owner accounts; update refunds schedule and notes; amend proof of claim description.	6.1

Date	Professional	Description	Hrs.
2021-10-27	Josie Parisi	Review draft order prior to meeting, call to discuss draft claims procedure order.	1.4
2021-10-27	Matthew Marchand	Correspondence with L. Dula re cheques; correspondence with M. Berinpalingam re owner refunds, CHHI claims support, financial statements and related matters; review email and attachments from L. Williams re draft court order; call with counsel and BDO team re same; draft email to counsel re claim abandonment and claim referral letters; sign cheque requisitions.	3.1
2021-10-27	Kendric Cheng	Review invoice received; prepare cheque requisition re same.	0.2
2021-10-27	Mithushaa Berinpalingam	Review and respond to Carriage Hills and Carriage Ridge emails; call with owner and mail letter; read draft order, calls with owners; call with M. Marchand re settlements, refunds, CHHI claims, hardship accounts and proof of claims; revisions to refunds schedule and notes; call with BDO team and counsel; settlements discussion with owners, call with P. Harrison re financials; correspondence with CHHI re additional support; follow up with prepaid vendor; revise proof of claim; review of deed back documents and comments from Wyndham; review of foreclosure and deed in lieu accounts; updates to accounts receivable trackers for Carriage Hills and Carriage Ridge.	6.4
2021-10-28	Matthew Marchand	Review draft order re reverse claims process; correspondence with M. Berinpalingam re updates and action items; teleconference with counsel and M. Berinpalingam re collection plan undefended claims, disputes and next steps; sign cheques; review HST returns; correspondence with S. Babe re claims officer requests; teleconference with M. Berinpalingam and Prime Clerk re data sets, portal development and related matters; review email and attachment from S. Mitra re letter to Department of Justice; review email and attachment from S. Babe re draft order.	4.4
2021-10-28	Kendric Cheng	Review general ledger re HST balances; prepare documents and support for Sept 2021 HST filing; submit filings.	0.5
2021-10-28	Mithushaa Berinpalingam	Review of Carriage Hills and Ridge mail; review and respond to Carriage Hills and Carriage Ridge emails; updates to contact lists; call with counsel regarding undefended claims and notice of disputes; review of owner accounts; call with owner; correspondence with Claims Officer; call with Prime Clerk regarding data set.	3.5
2021-10-29	Matthew Marchand	Review email from M. Whitten re CHHI claim support; correspondence with M. Berinpalingam re financial statements; review email and attachment from S. Mitra re CRA correspondence; review invoices.	0.5
2021-10-29	Mithushaa Berinpalingam	Review and respond to Carriage Hills and Carriage Ridge emails; updates to Carriage Hills and Carriage Ridge accounts receivable trackers; compile schedule of accounts and details for deed back accounts; calls with owners; review accounts to send hardship settlement arrangement; review of CICR amounts collected and update Carriage Hills and Carriage Ridge trackers; correspondence with prepaid vendor; reconcile CICR accounts with internal records; call with Prime Clerk re data sets.	5.2

Date	Professional	Description	Hrs.
2021-10-30	Josie Parisi	Review correspondence from CRA re their position on withholding taxes; providing comment to counsel re same; reviewed emails correspondence with T. Duncan re next steps on the undefended claims.	0.9
2021-10-31	Matthew Marchand	Review email from S. Babe re default judgement order; review email from S. Babe re Claims Officer correspondence.	0.3

TAB 2S

Court File No. CV-20-00640265-00CL
Court File No. CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial list

IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O 1990, C. C. 43, AS AMENDED

AND IN THE MATTERS OF THE ADMINISTRATION OF CARRIAGE HILLS VACATION OWNERS ASSOCIATION

AND IN THE MATTERS OF THE ADMINISTRATION OF CARRIAGE RIDGE OWNERS ASSOCIATION

Applicants

AFFIDAVIT OF SAM BABE

(sworn December 3, 2021)

I, SAM BABE, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a lawyer at Aird & Berlis LLP and, as such, I have knowledge of the matters to which I hereinafter depose. Aird & Berlis LLP has acted as counsel for BDO Canada Limited (“**BDO**”), as administrator, without security, of the Applicants and all of the Applicants’ property, assets and undertakings, pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”), and continues to do so.
2. Aird & Berlis LLP has prepared statements of account in connection with its fees and disbursements as follows:
 - (a) an account dated August 31, 2021, for the period from July 2, 2021 to July 30, 2021, for fees in the amount of \$51,499.50, disbursements in the amount of \$321.97 and HST in the amount of \$6,736.80;

- (b) an account dated September 30, 2021, for the period from August 3, 2021 to August 31, 2021, for fees in the amount of \$19,375.50, disbursements in the amount of \$579.10 and HST in the amount of \$2,594.10;
- (c) an account dated October 31, 2021, for the period from September 1, 2021 to September 30, 2021, for the fees in the amount of \$13,700.00, disbursements in the amount of \$640.25 and HST in the amount of \$1,781.03; and
- (d) an account dated November 30, 2021, for the period from October 1, 2021 to October 30, 2021, for the fees in the amount of \$31,301.50 and HST in the amount of \$4,069.20.

(the “**Statements of Account**”).

- 3. Attached hereto and marked as **Exhibit “A”** to this my affidavit copies of the Statements of Account, which total \$132,598.95, along with a breakdown of timekeepers which have worked on this file. The average hourly rate is \$579.67.
- 5. This Affidavit is made in support of a motion to, *inter alia*, approve the attached account of Aird & Berlis LLP and the fees and disbursements detailed therein, and for no improper purpose.

SWORN by videoconference by Sam)
 Babe, at the City of Toronto, in the)
 Province of Ontario, before me on)
 December 3, 2021, in accordance with)
 O. Reg 431/20, Administering Oath or)
 Declaration Remotely,)




A commissioner, etc.)
SANJEEV MITRA

SAM BABE

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF SAM BABE

Sworn before me

This 3rd day of December, 2021



SANJEEV MITRA

Commissioner for taking Affidavits, etc.

Court File No. CV-20-00640266-00CL
 Court File No. CV-20-00640266-00CL

**ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST**

**IN THE MATTER OF SECTION 101 OF THE COURTS OF
 JUSTICE ACT, R.S.O. 1990, C. C. 43, AS AMENDED**

**AND IN THE MATTER OF THE ADMINISTRATION OF
 CARRIAGE RIDGE OWNERS ASSOCIATION**

**AND IN THE MATTERS OF THE ADMINISTRATION OF
 CARRIAGE RIDGE OWNERS ASSOCIATION**

Applicants

SUMMARY OF TIME INCURRED

<u>Name</u>	<u>Year of Call</u>	<u>Hours</u>	<u>Rate\$</u>	<u>Value\$</u>
B.J. Worndl	1985	6.50	1025.00	6,662.50
S. E. Babe	2004	75.30	650.00	48,945.00
S.P. Mitra	1996	60.00	695.00	42,256.00
R.T. Hooke	1989	1.30	750.00	975.00
S. Nainifard	2015	11.00	475.00	5,225.00
STUDENT				
C. Delfino		13.40	295.00	3,953.00
LAW CLERKS				
P.L. Williams		1.50	225.00	360.00
CONVEYANCER				
A. Principe		15.00	250.00	3,750.00
G. Pietropaole		15.00	250.00	3,750.00

REMIT TO:

Aird & Berlis LLP
 Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500
 F 416.863.1515
 airdberlis.com

BDO Canada Limited

File No.: 13137-157067

Client No.: 13137

Matter No.: 157067

Invoice No.: 720699

Date: August 31, 2021

REMITTANCE SLIP

Total Fees	\$51,499.50
Total Taxable Disbursements	\$321.97
Total HST	\$6,736.80
	<hr/>
AMOUNT TO BE PAID	<u><u>\$58,558.27</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.



Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500 F 416.863.1515
 airdberlis.com

BDO Canada Limited
 20 Wellington Street East
 Toronto, ON
 M5E 1C2

Attention: Ms. Josie Parisi

Invoice No.: 720699

PLEASE WRITE INVOICE NUMBERS
 ON THE BACK OF ALL CHEQUES
 File No.: 13137/157067
 Client No.: 13137
 Matter No.: 157067

August 31, 2021

Re: Carriage Hills Resort

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended July 31, 2021

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	02/07/21	0.30	\$195.00	Emails from S. Mitra; email form Wyndham counsel
SPM	02/07/21	0.40	\$278.00	Email exchange with L. Hung re updated address; email exchange with D. Catuogno
SEB	06/07/21	0.60	\$390.00	Emails and phone call from and to M. Marchand re claims
RTH	06/07/21	0.30	\$225.00	Email from S. Mitra; Telephone call to conveyancers; Email to S. Mitra
SPM	06/07/21	0.20	\$139.00	[A104] Review/Analyze - email exchange with L. Williams and R. Hooke re assistance with title reconciliation
SEB	07/07/21	0.10	\$65.00	Email from Wyndham counsel
SEB	08/07/21	0.10	\$65.00	Email from M. Marchand
RTH	08/07/21	0.10	\$75.00	Emails from S. Mitra, L. Williams
SPM	08/07/21	0.40	\$278.00	Email exchange with R. Hooke and L. Williams re title issues and steps to be taken
SPM	09/07/21	1.70	\$1,181.50	Meeting with client to outline distribution issues; email exchange with L. Williams re distribution issues; email exchange with client to schedule meeting

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	11/07/21	0.20	\$130.00	Emails from S. Mitra
SPM	11/07/21	0.50	\$347.50	Email exchange with client; email exchange with D. Catuongo
SEB	12/07/21	1.90	\$1,235.00	Telephone call with BDO and TGF re claims process; emails from S. Mitra
CD	12/07/21	3.50	\$1,032.50	Meet with S. Mitra and conveyancers re Carriage Hills transfers; Revise emails and attached spreadsheets from S. Mitra re same; Create new spreadsheet that includes only the registration numbers stipulated by S. Mitra; Draft email to G. Pietropaolo and A. Principe re new spreadsheet for review and comment
SPM	12/07/21	4.00	\$2,780.00	Telephone call with TGF and arrange for assistance with title reconciliation; meeting with student and conveyancers to provide instructions on steps to be taken at request of TGF; broad discussion with client re claims distribution issues; email to counsel for Department of Justice
GP	12/07/21	2.50	\$625.00	Meeting with Sanj Mitri, and Leanne Williams; review spread sheets
AP	12/07/21	1.50	\$375.00	Meeting with L. Williams and S. Mitra regarding Carriage Hill and procedure in searching Excel spreadseet
AP	12/07/21	1.00	\$250.00	Meeting with S Mitra and C Delfino with regards search names in excel spreadsheet
SEB	13/07/21	0.20	\$130.00	Emails from J. Parisi; email from L. Williams
CD	13/07/21	3.00	\$885.00	Draft new spreadsheet re Carriage Hills transfers cross-referencing that list with the Parcel Registry review; Draft email to G. Pietropaolo and A. Principe summarizing findings and attaching spreadsheet for review and comment
RTH	13/07/21	0.40	\$300.00	Review realty tax calculation; Email from M. Mandel; Email to G. Shapiro; Email to client
SPM	13/07/21	0.20	\$139.00	Email exchange with A. Fisher and client
GP	13/07/21	6.00	\$1,500.00	Search excel sheets and compare ownerships
AP	13/07/21	6.00	\$1,500.00	Search excel speadsheet and compare ownership

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	14/07/21	0.70	\$455.00	Emails from S. Mitra; email from Wyndham counsel; email from L. Williams; email from M. Marchand
CD	14/07/21	4.30	\$1,268.50	Continue drafting spreadsheet re Carriage Hills transfers; Download historical books re parcel registries and search them for specific transfer; Update spreadsheet with findings; Email G. Pietropaolo and A. Principe re findings for review and comment
SPM	14/07/21	0.80	\$556.00	Email exchange with client and counsel to stakeholders to schedule meeting; telephone call F. Allesandro; email exchange D. Reiter regarding inquiry from S. Grasso
GP	14/07/21	2.00	\$500.00	Pull transfers from land titles TERAVIEW data base and review
AP	14/07/21	3.50	\$875.00	Continue searching excel spreadsheet and pull transfers
SEB	15/07/21	0.50	\$325.00	Emails from S. Mitra; email from M. Marchand; emails from J. Parisi; email from L. Williams
CD	15/07/21	0.80	\$236.00	Meet with G. Pietropaolo and A. Principe at the office to discuss latest spreadsheet findings re Carriage Hills transfers; Allocate additional work on same spreadsheets
SPM	15/07/21	0.80	\$556.00	Email to client re position of CRA; telephone call B. Worndl; arrange to finalize meeting with L. Brzyniski
GP	15/07/21	3.00	\$750.00	Search and review excel spreadsheets; pull transfers and summaries search details
AP	15/07/21	3.00	\$750.00	Compare transfers with excel spreadsheet and note findings and meet with C. Delfino to update spreadsheet of the new transfers that were found
BJW	15/07/21	0.50	\$512.50	Emails; call with S. Mason; instruct M. Carinci
SEB	16/07/21	1.40	\$910.00	Telephone call with stakeholder counsel re claims process; email from S. Mitra
CD	16/07/21	1.80	\$531.00	Draft G. Pietropaolo and A. Principe's edits to spreadsheet re Carriage Hills transfers; Email final document to G. Pietropaolo for review and comment

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	16/07/21	2.50	\$1,737.50	Review outline of distribution issues and provide comments; attend call with C. Diana and D. Catuogno
SEB	19/07/21	1.10	\$715.00	Emails from and to M. Marchand; emails from L. Williams; email from J. Parisi; email from S. Mitra
SPM	19/07/21	0.50	\$347.50	Attend to report to client re discussion with L. Brzyniski; email exchange with client
SN	19/07/21	0.60	\$285.00	Call with B. Worndl to discuss tax issue; considering tax issue and section 116 of the ITA; call with B. Worndl to discuss
GP	19/07/21	1.50	\$375.00	Review with Christian Delfino searches
BJW	19/07/21	1.00	\$1,025.00	Review research; consider tax matters; call with S. Nainifard; email to S. Mitra
SEB	20/07/21	2.10	\$1,365.00	Telephone call with BDO re undisputed claims; emails and phone call to and from Claims Officer; emails from M. Marchand; emails from S. Mitra; email from Wyndham counsel
SPM	20/07/21	2.40	\$1,668.00	Review email and personal injury claim from Elkin Law and email client with proposed strategy; email to D. Catuogno; call with client re undefended claims against delinquents and strategy; telephone call L. Williams
SN	20/07/21	0.10	\$47.50	Reviewing email from B. Worndl
SEB	21/07/21	0.10	\$65.00	Email from S. Mitra
SPM	21/07/21	1.00	\$695.00	Review and respond to email from B. Worndl; telephone call M. Vlachos re resolution of delinquent claim and email exchange with M. Vlachos; telephone call B. Worndl
SN	21/07/21	0.10	\$47.50	Reading email from S. Mitra
BJW	21/07/21	0.50	\$512.50	Telephone call with S. Mason; instruct S. Nainifard
SEB	22/07/21	0.40	\$260.00	Email from L. Williams; email from S. Mitra; emails from M. Marchand
SN	22/07/21	2.60	\$1,235.00	Drafting recommendation regarding section 116 obligations for receiver

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	23/07/21	0.60	\$390.00	Emails from and to S. Mitra; review file; email from M. Marchand; email from L. Williams
SPM	23/07/21	0.20	\$139.00	Email exchange with client re scope of motion; email to B. Worndl and S. Nainford
SN	23/07/21	5.10	\$2,422.50	Drafting recommendation document to BDO regarding section 116 obligations as Receiver
BJW	23/07/21	0.20	\$205.00	Emails; review and revise memo
SEB	24/07/21	0.10	\$65.00	Email from Wyndham counsel
SEB	25/07/21	0.10	\$65.00	Email from M. Marchand
SEB	26/07/21	0.90	\$585.00	Emails from S. Mitra; email from M. Marchand; emails from L. Williams; email from J. Parisi; prepare motion materials
RTH	26/07/21	0.20	\$150.00	Email from M. Marchand; Email to Gary
SPM	26/07/21	1.30	\$903.50	Review and provide comments on draft report; email exchange with client and D. Catuogno
BJW	26/07/21	0.50	\$512.50	Review asset purchase agreement
SEB	27/07/21	2.00	\$1,300.00	Email from J. Parisi; email from M. Marchand; email from L. Williams; email from Wyndham counsel; emails from and to B. Worndl; email from S. Mitra; email to BDO; draft orders
SPM	27/07/21	1.20	\$834.00	Email exchange with B. Worndl; draft proposal letter to Department of Justice
SN	27/07/21	2.50	\$1,187.50	Call with B. Worndl to discuss; updating memo with recommendations to BDO; considering liability to penalties and interest; call with B. Worndl to discuss penalties; updating memo further
BJW	27/07/21	1.20	\$1,230.00	Telephone call with S. Nainifard; emails; revise memo; consider tax matters
SEB	28/07/21	1.00	\$650.00	Draft motion materials; emails from M. Marchand; emails from L. Williams; email from B. Worndl
SPM	28/07/21	0.20	\$139.00	Email exchange with client to schedule meeting and timing of service of record
BJW	28/07/21	0.20	\$205.00	Emails; consider tax matters

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	29/07/21	3.50	\$2,275.00	Emails and phone call from S. Mitra; revise Orders; draft motion materials; phone call with B. Worndl; email from J. Parisi; email from M. Marchand; phone call with BDO and TGF
SPM	29/07/21	2.00	\$1,390.00	Telephone call . Worndl re memo and strategy; review and provide comments on draft report; call with client to discuss issues surrounding report
BJW	29/07/21	0.70	\$717.50	Telephone call with S. Mitra and S. Babe; consider tax matters
SEB	30/07/21	2.80	\$1,820.00	Email from B. Worndl; email from Wyndham counsel; emails from S. Mitra; draft motion materials
SPM	30/07/21	1.40	\$973.00	Email exchange with D. Catuogno and client re insurance claims; review draft memo from B. Worndl and email to B. Worndl with comments; attend to commissioning fee affidavit
BJW	30/07/21	0.60	\$615.00	Revise memo to S. Mason; email
TOTAL:		<u>103.20</u>	<u>\$51,499.50</u>	

OUR FEE \$51,499.50
 HST at 13% \$6,694.94

DISBURSEMENTS

Subject to HST

Taxi	\$105.97
Teraview Search	\$216.00
Total Disbursements	\$321.97
HST at 13%	\$41.86

AMOUNT NOW DUE \$58,558.27

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

REMIT TO:

Aird & Berlis LLP
 Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500
 F 416.863.1515
 airdberlis.com

BDO Canada Limited

File No.: 13137-157067

Client No.: 13137

Matter No.: 157067

Invoice No.: 721560

Date: September 30, 2021

REMITTANCE SLIP

Total Fees	\$19,375.50
Total Taxable Disbursements	\$579.10
Total HST	\$2,594.10
	<hr/>
AMOUNT TO BE PAID	<u><u>\$22,548.70</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.

AIRD BERLIS

Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500 F 416.863.1515
 airdberlis.com

BDO Canada Limited
 20 Wellington Street East
 Toronto, ON
 M5E 1C2

Attention: Ms. Josie Parisi

Invoice No.: 721560

PLEASE WRITE INVOICE NUMBERS
 ON THE BACK OF ALL CHEQUES
 File No.: 13137/157067
 Client No.: 13137
 Matter No.:157067

September 30, 2021

Re: Carriage Hills Resort

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended August 31, 2021

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	03/08/21	1.10	\$715.00	Emails from B, Worndl re withholding tax memo; email from and to S. Mitra; emails from and to M. Marchand; email from L. Brzezinski; email from L. Williams
SPM	03/08/21	0.80	\$556.00	Review revised memo re tax issues and email exchange with B. Worndl and client; email exchange with client re draft orders; email exchange with client re changes to draft Order
BJW	03/08/21	0.50	\$512.50	Revise memo; revise letter to DoJ
SEB	04/08/21	1.40	\$910.00	Emails from S. Mitra; emails from M. Marchand; emails from L. Williams
SPM	04/08/21	0.70	\$486.50	Email exchange with client re priority position and strategy on priorities; email exchange with client and assistant regarding draft report; email exchange with client re issues surrounding sale of vehicles
SEB	05/08/21	1.90	\$1,235.00	Emails from and to M. Marchand; emails from S. Mitra; emails from L. Williams; emails from purchaser's counsel

LAWYER	DATE	TIME	VALUE	DESCRIPTION
RTH	05/08/21	0.30	\$225.00	Email from Gary; Email to client re tax readjustment; Email to K. Moon; Email to K. Moon
SPM	05/08/21	3.20	\$2,224.00	Email exchange with client re error in registration of Hills vehicles; call with client on strategy with undefended claims; email to L. Williams for fee affidavit; review and revise draft Orders, and notice of motion; provide comments on report; email to G. Shapiro re allocation of purchase price
SEB	06/08/21	0.60	\$390.00	Emails from M. Marchand; emails from S. Mitra
SPM	06/08/21	1.50	\$1,042.50	Review draft report and provide comments on changes; review and finalize orders and notices of motion and email exchange with client; review final records and arrange for service
SEB	07/08/21	0.40	\$260.00	Emails from owners
SEB	09/08/21	1.00	\$650.00	Emails to BDO; emails form M. Marchand; emails to and from owner; emails from and to S. Mitra; emails from and to L. Williams
SPM	09/08/21	0.50	\$347.50	Email exchange with client re settlement of undefended claims; arrange for service of DOJ
PLW	09/08/21	0.80	\$180.00	Submitted motion records in two separate actions (S. Mitra)
SEB	10/08/21	0.20	\$130.00	Emails from S. Mitra
SPM	10/08/21	0.30	\$208.50	Email to counsel for DOJ and client re tax issues
SEB	11/08/21	0.10	\$65.00	Email from M. Marchand
SEB	12/08/21	0.70	\$455.00	Emails to and from M. Marchand; emails to and from owner; email from owner counsel
SPM	12/08/21	0.20	\$139.00	Email exchange with K. Moon to schedule call with purchaser
SEB	13/08/21	0.20	\$130.00	Email from S. Mitra; email from marketing re streaming of Aug 18 motion
SPM	13/08/21	0.30	\$208.50	Email exchange with M. Peters and email client; email exchange with L. Williams

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	15/08/21	0.10	\$65.00	Email form S. Mitra
SEB	16/08/21	0.40	\$260.00	Email from Purchaser's counsel; emails from Wyndham counsel; emails form B. Worndl; email from S. Mitra
SPM	16/08/21	0.60	\$417.00	Telephone call with B. Worndl; call with purchaser
BJW	16/08/21	0.20	\$205.00	Telephone call with S. Mitra; call with Buyer
SEB	17/08/21	1.90	\$1,235.00	Emails from and to M. Marchand; emails from S. Mitra; email from Wyndham; email to and from marketing re Youtube stream; email from Commercial List office; prepare for motion
SPM	17/08/21	0.60	\$417.00	Email exchange with client and L. Brzyniski; email exchange with F. D'Allesandro and client re CRA issues
SEB	18/08/21	3.70	\$2,405.00	Prepare for and attend motion; revise Orders; emails to and from marketing re Youtube stream; emails from Wyndham counsel; emails from M. Marchand; email from S. Mitra; emails to and from Justice Conway
SPM	18/08/21	2.00	\$1,390.00	[A101] Plan and prepare for and attend motion; email exchange with D. Catuogno re insurance claims
SEB	19/08/21	0.10	\$65.00	Email from M. Marchand
SEB	23/08/21	0.20	\$130.00	Email from S. Mitra; email from M. Berinpalingam
SPM	23/08/21	0.30	\$208.50	Review Notice of Appearance from M. Peters and email to client and M. Peters; arrange for update of service list
SEB	24/08/21	0.10	\$65.00	Email from S. Mitra
SEB	26/08/21	0.50	\$325.00	Telephone call from owner; emails from M. Marchand; emails from Wyndham
SEB	27/08/21	0.20	\$130.00	Emails from and to owner
SPM	30/08/21	0.20	\$139.00	Email exchange with client
SEB	31/08/21	0.40	\$260.00	Emails from S. Mitra; email from Wyndham; meail from M. Marchand

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	31/08/21	0.70	\$486.50	Telephone call M. Marchand and arrange for letter to Department of Justice; email to counsel for purchaser of property re allocation of sale proceeds; email exchange with L. Williams re scheduling of meeting
BJW	31/08/21	0.10	\$102.50	Emails
TOTAL:		<u>29.00</u>	<u>\$19,375.50</u>	

OUR FEE \$19,375.50
HST at 13% \$2,518.82

DISBURSEMENTS

Subject to HST

Agency Fee \$579.10
HST at 13% \$75.28

AMOUNT NOW DUE \$22,548.70

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.

REMIT TO:

Aird & Berlis LLP
 Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500
 F 416.863.1515
 airdberlis.com

BDO Canada Limited

File No.: 13137-157067

Client No.: 13137

Matter No.: 157067

Invoice No.: 725292

Date: October 31, 2021

REMITTANCE SLIP

Total Fees	\$13,700.00
Total Non-Taxable Disbursements	\$640.00
Total Taxable Disbursements	\$0.25
Total HST	\$1,781.03
	<hr/>
AMOUNT TO BE PAID	<u><u>\$16,121.28</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.

AIRD BERLIS

Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500 F 416.863.1515
 airdberlis.com

BDO Canada Limited
 20 Wellington Street East
 Toronto, ON
 M5E 1C2

Attention: Ms. Josie Parisi

Invoice No.: 725292

PLEASE WRITE INVOICE NUMBERS
 ON THE BACK OF ALL CHEQUES
 File No.: 13137/157067
 Client No.: 13137
 Matter No.:157067

October 31, 2021

Re: Carriage Hills Resort

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended September 30, 2021

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	01/09/21	0.20	\$130.00	Emails from Wyndham
SEB	03/09/21	0.10	\$65.00	Email from M. Marchand
SPM	03/09/21	2.50	\$1,737.50	Telephone call with M. Marchand and L. Williams
SEB	07/09/21	0.60	\$390.00	Email from SunRay re purchase price allocation; emails from S. Mitra; email from B. Worndl; emails from and to M. Marchand; email from J. Parisie
SPM	07/09/21	0.40	\$278.00	Arrange for Court date; review price allocation from purchaser and report to client; email exchange with client
BJW	07/09/21	0.30	\$307.50	Emails; consider tax matters
SEB	08/09/21	2.40	\$1,560.00	Telephone call with BDO and L. Williams; emails from S. Mitra; email from Commercial List office; email from M. Marchand; email from L. Williams; emails from J. Parisie
SPM	08/09/21	1.60	\$1,112.00	Telephone call client re stratus and strategy; follow up email to F. D'Allesandro
SEB	10/09/21	0.20	\$130.00	Email from L. Williams; email from M. Marchand

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	17/09/21	0.50	\$325.00	Emails from and to M. Berinpalingam; phone call and email from owner; email from L. Williams
SEB	19/09/21	0.20	\$130.00	Emails from S. Mitra; emails from M. Marchand
SPM	19/09/21	0.10	\$69.50	Email exchange with client
SEB	20/09/21	0.80	\$520.00	Emails from and to S. Mitra; emails to and from BDO; book Court date
SPM	20/09/21	0.50	\$347.50	Telephone call counsel for CRA; email exchange to book date with Court
SPM	21/09/21	1.50	\$1,042.50	Telephone call with L. Williams and BDO regarding steps to be taken regarding claims process and resolution of discrepancies
PLW	21/09/21	0.40	\$90.00	Entered Order of August 18, 2021
PLW	21/09/21	0.40	\$90.00	Entered Order of August 18, 2021
SEB	22/09/21	0.30	\$195.00	Emails to and from M. Marchand
SPM	22/09/21	0.20	\$139.00	Email to client re date for hearing
SEB	24/09/21	1.00	\$650.00	Telephone call with BDO re outstanding claims
SPM	24/09/21	1.60	\$1,112.00	Telephone call with client re resolution of disputed claims
SEB	26/09/21	0.10	\$65.00	Email from owner
SEB	27/09/21	1.30	\$845.00	Telephone call with BDO re claims; emails from M. Berinpalingam
SPM	27/09/21	1.20	\$834.00	Telephone call with client re Collection Process Strategy
SEB	28/09/21	0.40	\$260.00	Email from S. Mitra; email from M. Berinpalingam; emails to and from owner
SPM	28/09/21	0.30	\$208.50	Review returned mail and email to client
SEB	30/09/21	1.00	\$650.00	Emails from Wyndham counsel; emails from S. Mitra; emails from M. Marchand; emails from M. Berinpalingam

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	30/09/21	0.60	\$417.00	Review emails from client and email to D. Catugno re collections process issues; letter to counsel at DOJ
TOTAL:		<u>20.70</u>	<u>\$13,700.00</u>	

OUR FEE \$13,700.00
HST at 13% \$1,781.00

DISBURSEMENTS

COST INCURRED ON YOUR BEHALF AS AN AGENT

Notice of Motion/Application \$640.00

Subject to HST

Photocopies \$0.25

HST at 13% \$0.03

AMOUNT NOW DUE

\$16,121.28

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

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REMIT TO:

Aird & Berlis LLP
 Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500
 F 416.863.1515
 airdberlis.com

BDO Canada Limited

File No.: 13137-157067

Client No.: 13137

Matter No.: 157067

Invoice No.: 728551

Date: November 30, 2021

REMITTANCE SLIP

Total Fees	\$31,301.50
Total HST	\$4,069.20
	<hr/>
AMOUNT TO BE PAID	<u><u>\$35,370.70</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.



Brookfield Place, 181 Bay Street, Suite 1800
 Toronto, Ontario, Canada M5J 2T9
 T 416.863.1500 F 416.863.1515
 airdberlis.com

BDO Canada Limited
 20 Wellington Street East
 Toronto, ON
 M5E 1C2

Attention: Ms. Josie Parisi

Invoice No.: 728551

PLEASE WRITE INVOICE NUMBERS
 ON THE BACK OF ALL CHEQUES
 File No.: 13137/157067
 Client No.: 13137
 Matter No.:157067

November 30, 2021

Re: Carriage Hills Resort

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended October 31, 2021

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	01/10/21	0.30	\$195.00	Email to M. Berinpalingam; review form of settlement; emails from Wyndham counsel
SEB	04/10/21	0.10	\$65.00	Email from L. Williams
SEB	05/10/21	0.20	\$130.00	Email from M. Marchand; email from S. Mitra
SEB	06/10/21	1.90	\$1,235.00	Telephone call with BDO and TGF; emails from M. Marchand; email from M. Berinpalingam; email from S. Mitra
SPM	06/10/21	1.60	\$1,112.00	Telephone call - call with client regarding reverse claims process and strategy; email to D. Catuogno
SEB	07/10/21	0.80	\$520.00	Emails from and to S. Mitra; email from Wyndham; emails from Wyndham counsel; email from M. Marchand
SPM	07/10/21	0.40	\$278.00	Email exchange with client counsel for Wyndham
SEB	08/10/21	0.10	\$65.00	Email form M. Marchand
SPM	08/10/21	0.20	\$139.00	Email exchange with client and counsel for Wyndham

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	11/10/21	0.20	\$130.00	Email from J. Parisi; emails from S. Mitra
SEB	12/10/21	0.80	\$520.00	Telephone call with Wyndham counsel
SPM	12/10/21	1.00	\$695.00	Prepare and attend call with D. Catuogno re claims process
SEB	14/10/21	0.20	\$130.00	Emails from M. Marchand
SPM	14/10/21	0.30	\$208.50	Telephone call L. Williams re status of claims order and division of work - .3
SEB	17/10/21	0.10	\$65.00	Email from L. Williams
SEB	18/10/21	2.70	\$1,755.00	Emails from and to M. Marchand; review and comment on hardship case settlement letter; review and comment on Prime Clerk engagement letter; phone call and emails from and to Prime Clerk; emails from and to S. Mitra
SPM	18/10/21	0.90	\$625.50	Review and provide comments on draft Prime Clerk engagement letter; email exchange with client
SEB	19/10/21	4.80	\$3,120.00	Email from Prime Clerk; emails from and to M. Marchand; emails from S. Mitra; revise Prime Clerk engagement letter; review and comment on claims procedure order; emails from M. Berinpalingam
SPM	19/10/21	1.30	\$903.50	Email exchange with client re Prime Clerk engagement; telephone calls client and Prime Clerk re removal of indemnity and arrange for revised language; email exchange with client
SEB	20/10/21	3.80	\$2,470.00	Review and comment of draft claims procedure order; emails to and from L. Williams; phone call and emails from and to Prime Clerk; emails from M. Marchand; emails and phone call to and from S. Mitra
SPM	20/10/21	1.20	\$834.00	Review email and telephone call counsel for Prime Clerk re indemnity and email exchange with client and S. Babe
SPM	20/10/21	0.30	\$208.50	Provide comments on draft proof of claim
SEB	21/10/21	1.60	\$1,040.00	Emails to and from Prime Clerk; email from M. Marchand; phone call with TGF re claims order; emails from S. Mitra; email from L. Williams

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	21/10/21	1.60	\$1,112.00	Telephone call with S. Babe and L. Williams re claims process order
SEB	22/10/21	1.90	\$1,235.00	Emails from S. Mitra; emails from L. Williams; phone call with Prime Clerk
SPM	22/10/21	0.40	\$278.00	Email exchange with client and L. Williams re claims process
SPM	22/10/21	1.60	\$1,112.00	Telephone call with Prime Clerk
SEB	25/10/21	2.80	\$1,820.00	Telephone call with BDO and TF re claims process; email from M. Marchand; email from S. Mitra
SPM	25/10/21	3.00	\$2,085.00	Email exchange with client; prep and attend call with client re claims process order
SEB	26/10/21	0.70	\$455.00	Email from Wyndham; emails from and to M. Marchand; emails from and to S. Mitra; emails from L. Williams
SEB	27/10/21	3.10	\$2,015.00	Telephone call with TGF and BDO; emails from and to M. Berinpalingam; review and comment on claims order; email from M. Marchand; email from S. Mitra
SPM	27/10/21	1.80	\$1,251.00	Telephone call with client to review revised claims process order; email exchange with client with response to strategy on hardship settlements
SEB	28/10/21	2.90	\$1,885.00	Telephone call with BDO; email to L. Williams; emails from M. Marchand; email from S. Mitra; draft email to claims officer re defaulting subject members
SPM	28/10/21	0.50	\$347.50	Prepare and attend call with client re strategy with Claims Officer
SPM	28/10/21	0.30	\$208.50	Draft letter to counsel at Department of Justice and email to client
SEB	29/10/21	0.80	\$520.00	Review file; emails to and from claims officer; emails to BDO; review undefended claims judgment precedent; emails from S. Mitra; email from L. Williams
SPM	29/10/21	0.30	\$208.50	Review letter from Department of Justice and email exchange with client

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	30/10/21	0.50	\$325.00	Email to BDO; emails from and to claims officer; search for undefended claims judgment materials precedent
TOTAL:		<u>47.00</u>	<u>\$31,301.50</u>	

OUR FEE	\$31,301.50
HST at 13%	\$4,069.20
AMOUNT NOW DUE	<u><u>\$35,370.70</u></u>

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

**IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O 1990, C. C. 43, AS AMENDED
AND IN THE MATTER OF THE ADMINISTRATION OF CARRIAGE HILLS VACATION OWNERS ASSOCIATION
AND IN THE MATTER OF THE ADMINISTRATION OF CARRIAGE RIDGE OWNERS ASSOCIATION
Applicants**

408

Court File No. CV-20-00640265-00CL

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

AFFIDAVIT OF SAM BABE

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Box 754
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSUC # 37934U)

Tel: (416) 865-3085

Fax: (416) 863-1515

E-mail: smitra@airdberlis.com

*Lawyers for BDO Canada Limited in its capacity as the court-
appointed Receiver of Carriage Hills Vacation Owners
Association and Carriage Ridge Owners Association*

TAB 2T

Court File No. CV-20-00640265-00CL
Court File No. CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

**IN THE MATTER OF SECTION 101 OF THE *COURTS OF*
JUSTICE ACT, R.S.O 1990, C. C. 43, AS AMENDED**

**AND IN THE MATTERS OF THE ADMINISTRATION OF
CARRIAGE HILLS VACATION OWNERS ASSOCIATION**

**AND IN THE MATTERS OF THE ADMINISTRATION OF
CARRIAGE RIDGE OWNERS ASSOCIATION**

Applicants

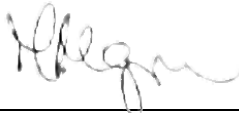
AFFIDAVIT OF LEANNE WILLIAMS
(Sworn December 3, 2021)

I, **LEANNE WILLIAMS**, of the City of Toronto, in the Province of Ontario,
MAKE OATH AND SAY AS FOLLOWS:

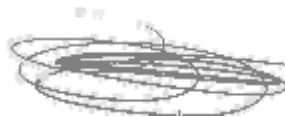
1. I am a barrister and solicitor qualified to practice law in the Province of Ontario and I am a partner at Thornton Grout Finnigan LLP (“**TGF**”), lawyers for BDO Canada LLP, the Court-appointed Receiver (the “**Receiver**”) of the Applicants and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. Attached hereto as **Exhibit “A”** are copies of the invoices issued by TGF to the Receiver for fees and disbursements incurred by TGF through the course of these proceedings for the period from July 1, 2021 through to November 30, 2021.

3. Attached hereto as **Exhibit “B”** is a schedule summarizing each invoice in Exhibit “A”, the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.
4. Attached hereto as **Exhibit “C”** is a schedule summarizing the respective years of call, where applicable, and billing rates of each of the TGF professionals who acted for the Receiver.
5. To the best of my knowledge, the rates charged by TGF throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services. I believe the total hours, fees, and disbursements incurred by TGF in this matter are reasonable and appropriate in the circumstances.
6. I make this affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Receiver’s counsel.

SWORN remotely via video conference by
 LEANNE WILLIAMS from the City of
 Toronto, in the Province of Ontario, before
 me at the City of Vaughan, in the Province
 of Ontario, on this 3rd day of December,
 2021, in accordance with *O. Reg. 431/20,*
Administering Oath or Declaration
Remotely.



 Commissioner for Taking Affidavits



LEANNE WILLIAMS

Maria Magni, a Commissioner, etc.,
Province of Ontario, for
Thornton Grout Finnigan LLP,
Barristers and Solicitors.
Expires June 5, 2024.

This is Exhibit "A" referred to in the Affidavit of Leanne Williams sworn remotely via video conference by LEANNE WILLIAMS from the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on this 3rd day of December, 2021, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.



A Commissioner for taking affidavits

**Maria Magni, a Commissioner, etc.,
Province of Ontario, for
Thornton Grout Finnigan LLP,
Barristers and Solicitors.
Expires June 5, 2024.**



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

BDO Canada LLP
20 Wellington Street East
Suite 500
Toronto, ON M5E 1C5

September 16, 2021

Attention: Matthew Marchand

Invoice No. 37274
File No. 2068-001

RE: Carriage Ridge / Hills re General

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: August 31, 2021

FEES

- Jul-02-21 Emails in respect of Wyndham claims;
Continue to work on reconciliation of Ridge accounts; retrieve and review various deeds related to same;
- Jul-04-21 Emails in respect of owner reconciliation;
Continue to work on reconciliation of Ridge accounts; retrieve and review various deeds related to same; revise various registry review entries, referring to Historical Books for parcel 1-27 as needed; email to L. Williams regarding Hills reconciliation of accounts; upload Historical Books for parcels 1-16, 1-17 and 1-18 into ShareFile to share with A&B;
- Jul-05-21 Continue to work on reconciliations of Ridge accounts; retrieve and review deeds as necessary;
- Jul-06-21 Emails in respect of title review;
Work on Ridge reconciliations;
- Jul-07-21 Finalize Ridge reconciliations; email to BDO with Ridge reconciliations; emails with V. Morra (intern) regarding Hills reconciliations;
- Jul-08-21 Emails in respect of title review;
- Jul-09-21 Emails in respect of reconciliation process; meeting to discuss distribution issues;

- Work on Hills reconciliations; retrieve and review deeds as needed;
- Jul-11-21 Emails in respect of distribution issues;
- Jul-12-21 Attend call regarding reconciliation of ownership interests; emails regarding same; conference call in respect of distribution mechanism;
- Prepare for and attend call with Aird & Berlis regarding reconciliations of Hills accounts; post-call with L. Williams regarding same and division of tasks;
- Detailed email to A&B real estate clerks to provide Historical Books for parcels 1-16, 1-17 and 1-18; upload same in ShareFile;
- Work on Hills reconciliations; retrieve and review deeds as needed;
- Jul-13-21 Emails in respect of owner issues;
- Prepare for and attend call with V. Morra (intern) to discuss Hill reconciliations; emails with M. Criscione regarding Hills reconciliations; prepare for and attend call with M. Criscione regarding same; continue to work on Hills reconciliations (parcel 1-17)
- Jul-14-21 Emails in respect of call to discuss distribution process;
- Work on Hills reconciliations; retrieve and review deeds as needed;
- Jul-15-21 Emails in respect of meeting with stakeholders; emails regarding tax issues; prepare outline of claims process and distribution;
- Attend Zoom call with R. Manea regarding Hills reconciliation of accounts; retrieve deeds as needed and review same;
- Emails with M. Criscione regarding Hills reconciliations (blue entries) at Ridge and review entries completed by M. Criscione; emails with V. Morra (intern) regarding same; call with M. Criscione to discuss retrieval of deeds from OnLand, review of deeds we have on hand already, and further clarifications regarding reconciliations of blue entries; call with V. Morra to discuss reconciliations of entries on tab "Parcel v. Equiant" and answer questions; continue to work on Hills reconciliations;
- Jul-16-21 Emails in respect of proposed claims process; attend conference call to discuss proposed claims process; emails regarding same; conference call with L. Brzezinski regarding claims process and distribution; further call with S. Mitra regarding same;
- Continue work on Hills reconciliation of accounts; retrieve and review deeds as necessary regarding same;
- Review reconciliations of accounts prepared by V. Morra and provide comments; emails with M. Criscione regarding review of reconciliations (blue lines on BDO's Excel);
- Jul-19-21 Emails in respect of discussion with L. Brzezinski;

Teams call with R. Manea regarding reconciliations; continue work on Hills reconciliations; obtain and review deeds as required;

Call with M. Criscione regarding Hills reconciliations (blue rows); work on Hills reconciliations, retrieve and review deeds as needed;

Jul-20-21 Telephone call with S. Mitra in respect of upcoming motion; emails in respect of personal injury claims; emails in respect of distribution issues;

Continue to work on reconciliation of accounts; retrieve and review deeds as necessary;

Continue to work on Hills reconciliations, retrieve and review deeds as necessary; emails with V. Morra (intern) regarding reconciliations of Hills accounts for sales back to CHRC;

Jul-22-21 Review notice provisions of PACE order; emails regarding same; email to M. Starnino;

Emails with V. Morra regarding LT instruments at Hills resort;

Jul-23-21 Emails in respect of claims procedure motion; emails with M. Starnino in respect of distribution mechanism;

Continue reconciliation of accounts; retrieve and review deeds as needed;

Jul-24-21 Email from D. Catuogno in respect of foreclosures;

Jul-26-21 Review and revise draft Report; emails regarding same;

Continue reconciliation of accounts; retrieve and review deeds as necessary;

Jul-27-21 Emails in respect of draft Fifth Report; telephone call with M. Starnino in respect of PACE claims and distribution process;

Continue reconciliation of accounts; retrieve and review deeds as necessary;

Work on Hills reconciliations; emails with V. Morra (intern) regarding same;

Jul-28-21 Emails in respect of Court materials; review fee affidavit; review and update draft Orders; review revisions to draft Report;

Jul-29-21 Emails in respect of draft orders; attend conference call in respect of Court materials;

Continue reconciliation of accounts; retrieve and review deeds as necessary;

Jul-30-21 Emails in respect of draft Court materials;

Continue reconciliation of accounts; retrieve and review deeds as necessary;

Aug-03-21 Emails in respect of Court materials; review tax memo; emails regarding same; review memo from L. Brzezinski; review draft Report;

- Continue to work on Hills reconciliations (Parcel v. Equiant); retrieve and review deeds as necessary;
- Aug-04-21 Emails in respect of Court materials; emails in respect of transfer of vehicles; review historical deeds to confirm prior name; continue to review and revise draft Report; review additional revisions to Report;
- Continue to work on Hills reconciliations (Parcel v. Equiant); retrieve and review deeds as necessary;
- Aug-05-21 Emails in respect of motion materials; telephone call with S. Mitra and M. Marchand in respect of claims process and distribution issues; review and revise draft Report, Order and Notice of Motion; emails regarding same; finalize and issue fee affidavit;
- Continue to work on Hills reconciliations (Parcel v. Equiant);
- Aug-06-21 Emails in respect of finalization of court materials;
- Work on Hills reconciliations and revise same;
- Aug-09-21 Emails in respect of upcoming Court hearing;
- Review Ridge Excel provided by BDO and consider outstanding reconciliations for timeshare intervals; work on outstanding Ridge reconciliations;
- Aug-10-21 Continue reconciliation of accounts; retrieve and review deeds as necessary; email to R. Manea with updated reconciliation chart;
- Work on reconciling intervals at Ridge; retrieve and review various deeds as necessary; emails with M. Criscione regarding Hills reconciliations; revise Ridge registry review as needed;
- Aug-11-21 Email in respect of Ridge reconciliation;
- Work on reconciling intervals at Ridge; retrieve and review various deeds as necessary; email to M. Berinpalingam (BDO) regarding same and provide updated Excel;
- Aug-12-21 Review and revise Hills reconciliations prepared by M. Criscione (blue entries); retrieve and review deeds as necessary; revisions to Hills parcel registry as needed;
- Aug-13-21 Emails in respect of hearing;
- Continue to review and revise Hills reconciliations prepared by M. Criscione (blue entries) and update TGF comments in Excel provided by BDO; retrieve and review missing deeds as necessary; revisions/corrections to Hills registry;
- Aug-16-21 Emails in respect of issues raised by Wyndham;
- Work on Carriage Hills reconciliations, retrieve and review deeds as needed;
- Aug-17-21 Emails in respect of Court hearing;

Work on Carriage Hills reconciliations, retrieve and review deeds as needed;

- Aug-18-21 Emails in respect of Court hearing; attend Court hearing;
- Aug-23-21 Emails in respect of title reconciliation; Emails in respect of new counsel retained on behalf of owners;
- Finalize merging Excel entries reviewed by TGF (blue entries and Parcel v. Equiant) and email to BDO providing same; emails with M. Berinpalingam (BDO) to schedule call regarding Hills reconciliations;
- Aug-30-21 Emails in respect of reconciliation of accounts;
- Prepare for and attend call with M. Berinpalingam (BDO) to discuss Hills reconciliations;
- Aug-31-21 Emails in respect of claims process and reconciliation; email regarding CRA position;

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

<u>Lawyer</u>	<u>Hours</u>
Leanne M. Williams	31.40
Roxana Manea (Law Clerk)	92.20
Marie Criscione (Law Clerk)	17.50
Total Fees	\$56,072.50
HST (@ 13%) on Fees	<u>\$7,289.43</u>
Total Fees and HST	\$63,361.93
 <u>DISBURSEMENTS</u>	
Fee for searches/registrations	\$16.65
Disbursements for searches/registrations*	\$16.00
OnLand Searches	<u>\$1,048.52</u>
Total Taxable Disbursements	\$1,065.17
HST (@ 13%) on Taxable Disbursements	\$138.47
Total *Non-Taxable Disbursements	<u>\$16.00</u>
Total Disbursements and HST	<u>\$1,219.64</u>
TOTAL DUE & OWING	<u>\$64,581.57</u>

**Amount Owed by Carriage Hills Vacation
Owners Association (69%)** **\$44,561.28**
\$5,125.25 HST included

**Amount Owed by Carriage Ridge Owners
Association (31%)** **\$20,020.29**
\$2,302.65 HST included

Thornton Grout Finnigan LLP



Per: Leanne M. Williams

E. & O. E. GST/HST # 87042 1039 RT0001 * GST/HST Exempt

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Payment can be made to us by:

- 1. Cheque Payable to Thornton Grout Finnigan LLP or*
- 2. EFT or Wire Transfer to:*

Account No. 027779-001

Transit No. 10532

Institution No. 016 (HSBC Bank Canada)

Account Name - Thornton Grout Finnigan LLP

Address of Bank - 111 Yonge Street, Toronto, Ontario M5C 1W4

Name of Bank - HSBC Bank Canada

SwiftCode: HKBCCATT

Attention: Credit Services Department

Please send remittance advice to ychiu@tgf.ca

BDO Canada LLP
 20 Wellington Street East, Suite 500
 Toronto, ON M5E 1C5

October 18, 2021

Attention: Matthew Marchand

Invoice No. 37408
File No. 2068-001

RE: Carriage Ridge / Hills re General

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: September 30, 2021

FEES

- Sep-03-21 Attend conference call with counsel and the Receiver in respect of claims process and distribution issues;
- Sep-07-21 Emails in respect of distribution issues;
 Work on Carriage Hills reconciliations (LB entries, parcel 1-18); retrieve and review deeds as necessary;
- Sep-08-21 Attend continuation of conference call in respect of reconciliation and distribution issues; emails regarding CRA issue; emails in respect of timing of next hearing;
 Work on and finalize Hills reconciliations for of LB entries (parcel 1-18); review notes from call with M. Berinpalingam regarding reconciliations of yellow rows (Hills) and work on same; retrieve and review deeds as necessary;
- Sep-10-21 Emails in respect of issues to be resolved before distribution;
 Optimize PDF historical books for parcel 1-18 and review various entries for missing/unresolved owners;
- Sep-14-21 Work on Carriage Hills reconciliations (LB entries, parcel 1-17); retrieve and review deeds as necessary; email to M. Criscione regarding LB entries for parcel 1-16 and instructions regarding Excel for same;
- Sep-15-21 Continue reconciliation of accounts; obtain and review deeds as necessary; emails with R. Manea;
 Detailed email to M. Criscione regarding LB reconciliations for parcel 1-16; work on Carriage Hills reconciliations (LB entries, parcel 1-17); retrieve and review deeds as

necessary;

- Sep-16-21 Work on Carriage Hills reconciliations (LB entries, parcel 1-17); retrieve and review deeds as necessary; email to M. Criscione regarding LB reconciliations;
- Sep-17-21 Emails in respect of issues to be reconciled;
- Continue to work on and finalize Carriage Hills reconciliations (LB entries) for parcel 1-17; retrieve and review deeds as necessary; review registry pages related to various deleted deeds;
- Sep-19-21 Emails in respect of call to discuss workstream to confirm claimants' information;
- Sep-20-21 Emails in respect of timing of next hearing; emails with students regarding continued reconciliation;
- Continue reconciliation of accounts; obtain and review deeds as needed; email exchange with R. Manea regarding same;
- Emails with M. Criscione regarding LB rows reconciliations for parcel 1-16; review and revise same referring to the deeds as necessary;
- Sep-21-21 Attend conference call in respect of account reconciliations;
- Continue reconciliation of accounts; obtain and review deeds as needed;
- Emails with M. Criscione regarding LB reconciliations for parcel-16 and revisions to same; continue to review and revise LB rows (parcel 1-16) prepared by M. Criscione; retrieve and review various instruments as needed;
- Attending call with M. Gaspar, L. Williams, and outside counsel re: division of labour and issues around reconciling ownership interests
- Call with M. Marchand, M. Berinpalingam, M. Sanj, L. Williams, and A. Overton regarding Carriage Ownership Reconciliation;
- Sep-22-21 Emails in respect of account reconciliation;
- Continue reconciliation of accounts; obtain and review deeds as needed;
- Continue to review and revise LB rows reconciliations for parcel 1-16; review various instruments as needed;
- Sep-23-21 Continue reconciliation of accounts; obtain and review deeds as needed;
- Revisions to CH parcel registry Excel based on LB reconciliations; revisions to same in Excel provided by BDO to coordinate with reconciliation comments;
- Sep-24-21 Email in respect of account reconciliation;
- Continue to review and revise LB rows (parcel 1-16) prepared by M. Criscione; review various instruments as needed; emails with M. Criscione regarding review of registry

pages with respect to unresolved owners; email to M. Berinpalingam (BDO) to provide updated Carriage Hills Excel and reconciliations of LB and Y rows;

Sep-27-21 Review M. Criscione's notations and findings on various "unresolved" owners (LY rows), instruments retrieved in connection with same and registry pages; revise BDO Excel (LY rows);

Sep-28-21 Telephone call with R. Manea in respect of status of reconciliation;
Call with L. Williams regarding Hills reconciliations;

Sep-30-21 Letter to CRA; emails with M. Marchand;

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

<u>Lawyer</u>	<u>Hours</u>
Leanne M. Williams	7.70
Alexander Overton (Student)	1.80
Marco Gaspar (Student)	1.80
Marie Criscione (Law Clerk)	18.70
Roxana Manea (Law Clerk)	44.10

Total Fees	\$24,702.50
HST (@ 13%) on Fees	<u>\$3,211.33</u>

Total Fees and HST **\$27,913.83**

DISBURSEMENTS

Couriers	\$246.73
Fee for searches/registrations	\$17.85
Disbursements for searches/registrations*	\$16.00
OnLand Searches	\$242.45
Onland Searches	<u>\$549.97</u>
Total Taxable Disbursements	\$1,057.00
HST (@ 13%) on Taxable Disbursements	\$137.41
Total *Non-Taxable Disbursements	<u>\$16.00</u>

Total Disbursements and HST **\$1,210.41**

TOTAL DUE & OWING **\$29,124.24**

**Amount Owed by Carriage Hills Vacation
Owners Association (69%)
\$2,310.63 HST included**

\$20,095.73

**Amount Owed by Carriage Ridge Owners
Association (31%)
\$1,038.11 HST included**

\$9,028.51

Thornton Grout Finnigan LLP

Per: Leanne M. Williams

E. & O. E. GST/HST # 87042 1039 RT0001 * GST/HST Exempt

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Transit No. 10532

Institution No. 016 (HSBC Bank Canada)

Account Name - Thornton Grout Finnigan LLP

Address of Bank - 111 Yonge Street, Toronto, Ontario M5C 1W4

Name of Bank - HSBC Bank Canada

SwiftCode: HKBCCATT

Attention: Credit Services Department

Please send remittance advice to ychiu@tgf.ca



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

BDO Canada LLP
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

November 18, 2021

Attention: Matthew Marchand

Invoice No. 37548
File No. 2068-001

RE: Carriage Ridge / Hills re General

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: October 31, 2021

FEES

- Oct-01-21 Discussion in respect of finalization of reconciliations;
Review emails from L. Williams and M. Berinpalingam (BDO) regarding status of outstanding reconciliations;
- Oct-04-21 Emails in respect of status of reconciliation;
- Oct-05-21 Emails with R. Manea regarding account reconciliation;
Prepare for and attend call with M. Berinpalingam (BDO) regarding Hills reconciliations;
- Oct-06-21 Conference call with the Receiver in respect of claims process and third party provider; emails regarding unreconciled accounts; emails to D. Catuogno;
- Oct-07-21 Emails in respect of discussion with Wyndham; email from CRA;
Call with M. Berinpalingam (BDO) regarding distributions to joint tenants vs. tenants in common;
- Oct-08-21 Emails in respect of deeds registered on title;
- Oct-12-21 Conference call in respect of claims process to deal with mortgages;
- Oct-13-21 Draft claims process order;
- Oct-14-21 Discuss outstanding issues with S. Mitra; emails in respect of Prime Clerk contract;
- Oct-16-21 Prepare claims process order;

- Oct-17-21 Continue to draft claims process order;
- Oct-18-21 Emails in respect of Prime Clerk agreement; emails in respect of claims process order;
- Oct-19-21 Review current mortgage schedule; emails in respect of Prime Clerk engagement;
- Oct-20-21 Review comments on draft order; emails regarding same; emails in respect of Prime Clerk engagement; revise draft order; emails regarding same;
- Oct-21-21 Conference call in respect of draft claims order; emails in respect of ownership interests and distribution between joint tenants and tenants in common; consideration of same;
- Emails with M. Berinpalingam (BDO) regarding notations on registry review Excel where capacity of owners not recorded on the face of the registry or deed silent as to how owners took title; emails with L. Williams regarding same; receive and review Excels provided by BDO for Hills and Ridge for listing of registrations where capacity not recorded on the face of the registry; begin working on retrieving and reviewing deeds at Ridge to clarify capacity/how title taken;
- Oct-22-21 Emails in respect of distribution breakdown and ownership issues; attend conference call with Prime Clerk;
- Review and isolate registry pages for % TCs/JTs combo registrations on parcels 1-16 and 1-18;
- Emails with L. Williams regarding distributions to JTs/TCs, various situations of JT/TC combinations registered and batch of deeds retrieved at Ridge Resort where deeds were silent as to how owners took title;
- Oct-25-21 Emails in respect of claims process; conference call in respect of claims process order; revise claims process order;
- Oct-26-21 Emails in respect of Prime Clerk engagement; emails in respect of reverse claims process; continue to review and revise draft claims process order; emails regarding same;
- Oct-27-21 Conference call to discuss revised claims process order;
- Fill in details of retrieved Ridge deeds where registry pages silent as to capacity in Excel provided by BDO; retrieve and review Ridge deed where ownership assumed by trustees of living trust;
- Oct-28-21 Emails in respect of appeal;
- Emails in respect of draft order; letter to CRA; emails regarding same;
- Oct-29-21 Letter from CRA; emails regarding same;

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

<u>Lawyer</u>	<u>Hours</u>
Leanne M. Williams	27.30
Roxana Manea (Law Clerk)	8.90
Total Fees	\$24,970.00
HST (@ 13%) on Fees	<u>\$3,246.10</u>
Total Fees and HST	<u>\$28,216.10</u>

DISBURSEMENTS

OnLand Searches	<u>\$87.00</u>
Total Taxable Disbursements	\$87.00
HST (@ 13%) on Taxable Disbursements	\$11.31
Total *Non-Taxable Disbursements	<u>\$0.00</u>
Total Disbursements and HST	<u>\$98.31</u>
TOTAL DUE & OWING	<u>\$28,314.41</u>

**Amount Owed by Carriage Hills Vacation
Owners Association (69%)
\$2,247.61 HST included** **\$19,536.94**

**Amount Owed by Carriage Ridge Owners
Association (31%)
\$1,009.80 HST included** **\$8,777.47**

Thornton Grout Finnigan LLP

Per: Leanne M. Williams

E. & O. E. GST/HST # 87042 1039 RT0001 * GST/HST Exempt

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Name of Bank - HSBC Bank Canada

SwiftCode: HKBCCATT

Attention: Credit Services Department

Please send remittance advice to ychiu@tgf.ca



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

BDO Canada LLP
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

December 2, 2021

Attention: Matthew Marchand

Invoice No. 37601
File No. 2068-001

RE: Carriage Ridge / Hills re General

TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: November 30, 2021

FEES

Nov-01-21 Emails in respect of position taken by CRA;

Nov-02-21 Emails in respect of further call with Prime Clerk;

Nov-04-21 Continue to review and revise draft claims process order;

Nov-07-21 Email from S. Mitra in respect of claims process order;

Nov-08-21 Emails in respect of claims process; attend conference call with Prince Clerk;

Nov-10-21 Attend conference call with Prime Clerk and Receiver to discuss information gathering process; emails in respect of outstanding issues;

Nov-11-21 Emails in respect of Wyndham liabilities; telephone call from S. Mitra; emails in respect of Prime Clerk items;

Nov-15-21 Attend conference call with Prime Clerk in respect of claims process;

Nov-16-21 Emails in respect of FAQs;

Nov-17-21 Review and revise notice to owners of outreach; emails and further revisions to same; review and revise FAQ; emails regarding same; emails in respect of claims process; review and revise draft claims process order to address issues raised; circulate same;

Nov-18-21 Conference call with Prime Clerk regarding claims process and outreach; emails in respect of mortgage information;

Nov-19-21 Review email from Prime Clerk in respect of status of outstanding issues;

Nov-21-21 Prepare schedules to claims process order;

Nov-22-21 Emails regarding draft report;

Nov-23-21 Review proposed changes to draft schedules; emails regarding same; emails regarding report; prepare and revise additional schedules;

Nov-24-21 Emails regarding owner's claims process; attend conference call with Prime Clerk; emails regarding collection of SIN numbers;

Nov-25-21 Emails in respect of claims process order; email to counsel for claimants; emails in respect of default judgments and distribution issues;

Nov-26-21 Emails in respect of claims process;

Nov-28-21 Continue to review and revise claims process order and schedules;

Nov-29-21 Emails in respect of claims process;

Nov-30-21 Emails in respect of claims process; attend call with Prime Clerk in respect of order schedules; review and revise schedules; emails in respect of omnibus order; emails in respect of draft report;

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

<u>Lawyer</u>	<u>Hours</u>
Leanne M. Williams	29.50
Total Fees	\$24,337.50
HST (@ 13%) on Fees	<u>\$3,163.88</u>
Total Fees and HST	<u>\$27,501.38</u>
TOTAL DUE & OWING	<u>\$27,501.38</u>
Amount Owed by Carriage Hills Vacation Owners Association (69%)	<u>\$18,975.95</u>
\$2,183.08 HST included	
Amount Owed by Carriage Ridge Owners Association (31%)	<u>\$8,525.43</u>
\$980.80 HST included	

Thornton Grout Finnigan LLP

Per: Leanne M. Williams

E. & O. E. GST/HST # 87042 1039 RT0001 * GST/HST Exempt

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Transit No. 10532

Institution No. 016 (HSBC Bank Canada)

Account Name - Thornton Grout Finnigan LLP

Address of Bank - 111 Yonge Street, Toronto, Ontario M5C 1W4

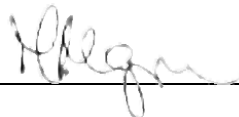
Name of Bank - HSBC Bank Canada

SwiftCode: HKBCCATT

Attention: Credit Services Department

Please send remittance advice to ychiu@tgf.ca

This is Exhibit “B” referred to in the Affidavit of Leanne Williams sworn remotely via video conference by LEANNE WILLIAMS from the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on this 3rd day of December, 2021, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

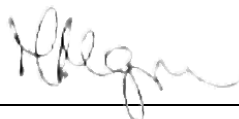
**Maria Magni, a Commissioner, etc.,
Province of Ontario, for
Thornton Grout Finnigan LLP,
Barristers and Solicitors.
Expires June 5, 2024.**

EXHIBIT “B”

**Calculation of Average Hourly Billing Rates of
Thornton Grout Finnigan LLP
for the period July 1, 2021 to November 30, 2021**

Invoice #	Fees	Disb.	HST	Total Hours	Average Hourly Rate	Total (Fees, Disb., HST)
Seventh Bill of Costs 37274	\$56,072.50	\$1,081.17	\$7,427.90	141.10	\$397.40	\$64,581.57
Eighth Bill of Costs 37408	\$24,702.50	\$1,073.00	\$3,348.74	74.10	\$333.37	\$29,124.24
Ninth Bill of Costs 37548	\$24,970.00	\$87.00	\$3,257.41	36.20	\$689.80	\$28,314.41
Tenth Bill of Costs 37601	\$24,337.50	00.00	\$3,163.88	29.50	\$825.00	\$27,501.38
TOTALS:	\$130,082.50	\$2,241.17	\$17,197.93	280.90		<u>\$149,521.60</u>

This is Exhibit “C” referred to in the Affidavit of Leanne Williams sworn remotely via video conference by LEANNE WILLIAMS from the City of Toronto, in the Province of Ontario, before me at the City of Vaughan, in the Province of Ontario, on this 3rd day of December, 2021, in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely.*



A Commissioner for taking affidavits

**Maria Magni, a Commissioner, etc.,
Province of Ontario, for
Thornton Grout Finnigan LLP,
Barristers and Solicitors.
Expires June 5, 2024.**

EXHIBIT “C”**Billing Rates of Thornton Grout Finnigan LLP**

For the period July 1, 2021 to November 30, 2021

	<u>Position</u>	<u>Rate</u>	<u>Year of Call</u>
Leanne Williams	Partner	\$825	1999
Alexander Overton	Student	\$300	
Marco Gaspar	Student	\$300	
Roxana Manea	Law Clerk	\$300	
Marie Criscione	Law Clerk	\$300	

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED AND IN THE MATTER OF THE ADMINISTRATION PROCEEDINGS OF **CARRIAGE HILLS VACATION OWNERS ASSOCIATION**

AND IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED AND IN THE MATTER OF THE ADMINISTRATION PROCEEDINGS OF **CARRIAGE RIDGE OWNERS ASSOCIATION**

Court File No.: CV-20-00640265-00CL

Court File No.: CV-20-00640266-00CL

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

Proceedings commenced at Toronto

**AFFIDAVIT OF LEANNE WILLIAMS
Sworn December 3, 2021**

Thornton Grout Finnigan LLP

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON M5K 1K7
Fax: 416-304-1313

Leanne Williams (LSO#41877E)

Tel: 416-720-0985
Email: lwilliams@tgf.ca

Mitch Grossell (LSO#69993I)

Tel: 416-315-2864
Email: mgrossell@tgf.ca

Lawyers for the Applicants, Carriage Hills Vacation Owners
Association and Carriage Ridge Owners Association

TAB 2U

Court File No. CV-20-00640265-00CL

Court File No. CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE ACT,
R.S.O. 1990, C. c.43, as amended

AND IN THE MATTER OF THE ADMINISTRATION PROCEEDINGS OF
CARRIAGE HILLS VACATION OWNERS ASSOCIATION

AND IN THE MATTER OF THE ADMINISTRATION PROCEEDINGS OF
CARRIAGE RIDGE OWNERS ASSOCIATION

AFFIDAVIT OF TIM DUNCAN

SWORN NOVEMBER 26, 2021

I, TIM DUNCAN, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a lawyer with the law firm of Fogler, Rubinoff LLP and I am also the Claims Officer appointed by the Court with respect to these matters. As such, I have knowledge of the matters hereinafter deposed.

2. Attached hereto and marked as *Exhibit "A"* to this affidavit are true copies of the accounts rendered by Tim Duncan of Fogler, Rubinoff LLP to BDO Canada Limited., in its capacity as the Court-appointed receiver over all of the assets, properties and undertakings of the Carriage Hills Vacation Owners Association and the Carriage Ridge Owners Association, for the period from February 15, 2021 to November 18, 2021, setting out the time spent, at the applicable rates together with details and dates of the work performed as Claims Officer. The

-2-

total inclusive of fees and disbursements, excluding HST therein is \$23,463.10. With HST, the amount is \$26,513.31

3. The following are the billing rates of the lawyers and articling students involved in the matter together with their year of call where applicable:

Timekeeper	Hourly Rate	Year of Call
Tim Duncan	\$425 – \$445	2012
Ryan Wachtel, Student-at-law	\$280	N/A

4. The hourly billing rates applied are Fogler, Rubinoff LLP's normal hourly rates and the rates as disclosed at the time of Tim Duncan's appointment as Claims Officer. Neither Tim Duncan nor Fogler, Rubinoff LLP has received, nor hopes, nor expects to receive, nor has been promised, any remuneration or consideration other than the amounts claimed herein.

SWORN by Tim Duncan of the City of Toronto, before me at the City of Toronto, in the Province of Ontario, on November 26, 2021.



Commissioner for Taking Affidavits
(or as may be)
RYAN WACHTEL



TIM DUNCAN

**Ryan Paul Wachtel, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law,
Expires July 29, 2023.**

RCP-E 4D (July 1, 2007)

This is Exhibit "A" referred to in the Affidavit of Tim Duncan sworn November 26, 2021.



Commissioner for Taking Affidavits (or as may be)

**Ryan Paul Wachtel, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires July 29, 2023.**

Invoice Num: 22117030

November 24, 2021

BDO CANADA LIMITED
 20 Wellington Street East, Suite 500
 Toronto ON
 M5E 1C5
 Attention: Matthew Marchand
 Senior Vice President, Corporate FRS

IN ACCOUNT WITH
 Fogler, Rubinoff LLP
 77 King Street West, Suite 3000
 TD Centre North Tower
 P.O. Box 95
 Toronto, ON
 M5K 1G8
 Telephone: 416-864-9700
 Fax: 416-941-8852
 www.foglers.com

fogler
 rubinoff

Our File: B4097 / 210790
Carriage Hills and Carriage Ridge

FOR PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter to November 18, 2021, including:

<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>
Feb-11-21	TD	Emails to and from M. Marchand regarding hearing coordinates and materials; Review of Receiver's draft motion materials and orders; Commence mapping outline of Claims Officer's mandate; Email to M. Marchand and J. Parisi with points regarding order, process, attendance.	3.40
Feb-12-21	TD	Emails to and from M. Marchand to arrange conference call; Conference call regarding collection plan order with Receiver and Receiver's counsel.	1.30
Feb-15-21	TD	Outline submissions before appointment hearing.	0.50
Feb-16-21	TD	Brief file review in advance of appointment hearing; Attend on Receiver's appointment hearing before Madam Justice Conway; Notes following attendance.	1.30
Feb-26-21	TD	Download and brief review of ancillary orders, claims process and bar orders and collection plan order as signed by Justice Conway, correspondence with L. Brzezinski, correspondence to members and creditors and other court materials.	1.40
Mar-03-21	TD	Brief review of receivership webpage.	0.10
Mar-18-21	TD	Emails to and from M. Marchand regarding status update.	0.20
Apr-07-21	TD	Emails to and from service list regarding service protocol motion and sale approval motion.	0.20
Apr-08-21	TD	Emails to and from S. Mitra and J. Parisi regarding Receiver's motion; Emails from N. Wong, Commercial List and other counsel regarding revised dates.	0.20
Apr-09-21	TD	Email from S. Mitra, S. Babe and Commercial List regarding scheduling of sale approval motion dates.	0.10
Apr-12-21	TD	Emails to and from C. Doyle regarding service motion attendance.	0.10



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>
Apr-16-21	TD	Receipt and review of Receiver's motion records regarding service protocol motion; Review of prior Motion Record and Report regarding approval of settlement offer form and time for delivery to subject members.	1.50
Apr-19-21	TD	Receipt and confirmation of caselines access.	0.10
Apr-29-21	TD	Emails to and from S. Babe and counsel regarding attendance on service protocol motion.	0.10
May-06-21	TD	Email from J. Vanden Ende regarding D. Anderson Dispute.	0.10
May-06-21	TD	Email from C. Doyle regarding sale approval motion scheduling; Download and brief review of service protocol orders.	0.40
May-13-21	TD	Receipt and review of Receiver's motion materials on motions to approve sale to Sunray.	0.60
May-14-21	TD	Emails regarding Caselines access.	0.10
May-25-21	TD	Email from C. Doyle regarding Receiver's Supplemental Motion Record and brief review of same.	0.30
May-26-21	TD	Emails from Court and S. Babe regarding court materials and brief check of caselines.	0.10
May-29-21	TD	Receipt and brief review of ancillary and approval and vesting orders for Ridge and Hills.	0.30
Jun-16-21	TD	Emails to and from C. Doyle regarding Aug 18 attendance.	0.10
Jun-23-21	TD	Email from caselines regarding update and brief review of same; Brief check of receivership webpage.	0.10
Jul-20-21	TD	Phone call from S. Babe to discuss upcoming materials in support of omnibus judgment for undefended claims; Email from S. Babe regarding omnibus judgment materials; Email from M. Marchand regarding undefended claims.	0.40
Jul-22-21	TD	Emails to and from M. Marchand regarding prior email and status update.	0.20
Aug-01-21	TD	Commence review of materials and commence basic outline for first default judgment report.	2.60
Aug-02-21	TD	Drafting outline of first default judgment report; Enquiries to repair breakdown of accounts PDF; Continued review of materials as supplied by M. Marchand; Commence outlining follow up inquiries for Receiver.	2.80
Aug-03-21	TD	Email to M. Marchand setting out various Claims Officer inquiries.	0.30
Aug-05-21	TD	Emails to and from M. Marchand regarding supporting information and next steps.	0.30
Aug-06-21	TD	Emails from C. Doyle delivering Receiver's motion records.	0.10
Aug-07-21	TD	Review of Receiver's motion records as served with respect to motions for approval of vehicle sale.	0.60
Aug-08-21	TD	Emails from Caselines and check Caselines for updates.	0.10
Aug-17-21	TD	Emails to and from M. Marchand regarding additional account potential settlements; email from Commercial List staff regarding court materials.	0.10
Aug-18-21	TD	Emails from Caselines regarding updates to file and brief review of same and orders of Conway J.	0.30
Sep-09-21	TD	Emails to and from M. Berinpalingam and M. Marchand regarding undefended claims against insolvents.	0.10
Sep-21-21	TD	Email from M. Berinpalingam regarding additional settled accounts.	0.10



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>
Sep-22-21	TD	Email from C. Doyle regarding next court attendance; Diarize.	0.10
Sep-24-21	TD	Email from M. Berinpalingam regarding accounts with insolvency proceedings.	0.10
Sep-27-21	TD	Edits to draft report; Accounts review commencement.	2.40
Sep-29-21	TD	Email from M. Marchand regarding prior undefended materials as sent.	0.10
Sep-30-21	TD	Email to M. Marchand regarding Carriage Hills Schedule A PDF issues; Continued review of Carriage Hills Undefended Claims amounts.	1.40
Oct-06-21	TD	Email from M. Marchand providing revised PDF and confirm include of full Schedule A's.	0.20
Oct-07-21	TD	Emails to and from M. Agostini and P. Rahdari regarding assistance with undefended claims analysis; Continued review of Carriage Hills Schedule A's for entitlement to judgment amount; Formatting issues with Carriage Ridge Spreadsheet; Emails to and from M. Berinpalingam regarding Schedule A for Carriage Hills.	1.30
Oct-08-21	TD	Emails to and from P. Rahdari.	0.10
Oct-09-21	RW	Continued Review of Carriage Hills and Carriage Ridge claims lists.	3.70
Oct-09-21	TD	Email to R. Wachtel regarding assistance with default judgment report review; Video conference with R. Wachtel to discuss account review; Email to R. Wachtel providing working materials.	1.30
Oct-10-21	RW	Further Review of Carriage Hills and Carriage Ridge claims lists.	4.90
Oct-12-21	RW	Review of Carriage Hills and Carriage Ridge claims lists for Tim Duncan.	7.10
Oct-13-21	RW	Review of Carriage Hills and Carriage Ridge claims lists.	2.10
Oct-13-21	TD	Emails to and from R. Wachtel regarding review of Undefended Claims spreadsheets.	0.20
Oct-26-21	TD	Continued review of Receiver's reported undefended claims; Emails to and from M. Marchand regarding undefended claim review, outline of Receiver's affidavit, Dec 15 return date, Default Judgment Report, meeting scheduling, Claims Officer's account.	1.70
Oct-28-21	TD	Email from M. Berinpalingam regarding account for removal.	0.10
Oct-29-21	TD	Emails to and from S. Babe and S. Mitra regarding Receiver's responses on affidavit questions and call scheduling.	0.10
Oct-30-21	TD	Emails to and from S. Babe and S. Mitra regarding call scheduling.	0.10
Nov-02-21	TD	Review of points set out by S. Babe against Collection Plan Order.	0.70
Nov-03-21	TD	Email to S. Babe regarding call; Review of undefended claims lists for discussion; Video conference with S. Babe.	0.70
Nov-08-21	TD	Emails to and from M. Marchand regarding default judgment report and Receiver's directive letter.	0.20
Nov-09-21	TD	Emails to and from S. Babe and S. Mitra regarding Receiver's letter in support of motion for omnibus default judgment.	0.10
Nov-10-21	TD	Flagging settled or potentially settled accounts for potential removal from omnibus default judgment request.	0.80
Nov-11-21	TD	Finalize spreadsheet/Schedule A review; Draft email to M. Marchand and M. Berinpalingam regarding Claims Officer's review and outstanding questions.	1.90

fogler
rubinoff

<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>
Nov-13-21	TD	Report drafting and assembly; Email to M. Marchand and M. Berinpalingam regarding issue accounts; Email to S. Babe and S. Mitra regarding A&B letter and status of default judgment report; Commence draft of fee affidavit.	5.40
Nov-14-21	TD	Email from M. Marchand regarding discrepancies.	0.10
Nov-18-21	TD	File review and edits to draft materials.	0.20
OUR FEE HEREIN			\$23,359.50

Summary of Fees

	<u>Initials</u>	<u>Total Time</u>	<u>Hourly Rate</u>	<u>Value</u>
	TD	12.40	425.00	5,270.00
New rate as of June 1/21	TD	27.50	445.00	12,237.50
	RW	17.80	280.00	4,984.00

Disbursements

Taxable	Prints	\$3.60
Taxable	Transaction Levy Surcharge	\$100.00
Total Disbursements		\$103.60
Total Fees and Disbursements		\$23,463.10
HST @ 13% on Fees and Taxable Disbursements		\$3,050.21
Total Fees, Disbursements and Taxes this Bill		\$26,513.31
Balance Due:		\$26,513.31

**THIS IS OUR ACCOUNT HEREIN
FOGLER, RUBINOFF LLP**



Tim Duncan

THIS ACCOUNT BEARS INTEREST, COMMENCING ONE MONTH AFTER DELIVERY, AT THE RATE OF 3.30% PER ANNUM AS AUTHORIZED BY THE SOLICITORS' ACT. ANY DISBURSEMENTS NOT POSTED TO YOUR ACCOUNT ON THE DATE OF THIS STATEMENT WILL BE BILLED LATER.

E. & O.E. **GST/HST No : R119420859**
Please return a copy of this account with your payment. Thank you.



For your convenience, we have the following payment options:

- Online banking using the Bill Payment Service at most Canadian chartered banks. Please reference your file or account number in the notes box.
- Direct Deposits at a TD Branch (please provide your Fogler, Rubinoff lawyer with a copy of the cheque and deposit receipt).
- Wire transfer (please reference your file or account number).
- Electronic Funds Transfer (EFT).
- Cheque by mail or courier.

Should you require assistance, please contact our Accounts Receivable Department at 416.864.9700 x152 or by e-mail accountsreceivable@foglers.com.

IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED
AND IN THE MATTER OF THE ADMINISTRATION OF CARRIAGE HILLS VACATION OWNERS ASSOCIATION
AND IN THE MATTER OF THE ADMINISTRATION OF CARRIAGE RIDGE OWNERS ASSOCIATION

Court File No. CV-20-00640265-00CL

Court File No. CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

FEE AFFIDAVIT OF TIM DUNCAN
SWORN November 26, 2021

FOGLER, RUBINOFF LLP

Lawyers

TD Centre, North Tower

77 King Street West, Suite 3000

Toronto ON M5K 1G8

Tim Duncan (LSO# 61840S)

tduncan@foglers.com

Tel: 416.941.8817

Fax: 416.941.8852

Claims Officer

TAB 3

DEFAULT JUDGMENT REPORT DATED DECEMBER 1, 2021

Court File No. CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE ACT,
R.S.O. 1990, C. c.43, as amended

AND IN THE MATTER OF THE ADMINISTRATION PROCEEDINGS OF
CARRIAGE RIDGE OWNERS ASSOCIATION

FIRST DEFAULT JUDGMENT REPORT OF THE CLAIMS OFFICER

DECEMBER 3, 2021

FIRST DEFAULT JUDGMENT REPORT OF THE CLAIMS OFFICER

INTRODUCTION

1. Pursuant to the Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated December 11, 2020 (as subsequently amended, the "**Appointment Order**") BDO Canada Limited was appointed as the receiver (the "**Receiver**"), without security, of all the Property (as defined in the Appointment Order) of Carriage Ridge Owners Association ("**Ridge**").
2. Ridge was established as a not-for-profit entity and incorporated by letters patent on August 7, 2003, as a corporation without share capital under the *Corporations Act (Ontario)* to operate the Carriage Ridge Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, a copy of which, without appendices, is attached hereto as Appendix "A" (the "**First Report**"), the Resort is governed pursuant to a time-share agreement (the "**TSA**"). Pursuant to the TSA, purchasers of time-share intervals (the "**Members**", each a "**Member**") also purchased a proportionate ownership interest, as tenants-in-common, in the land on which the Resort is situated.
3. As discussed in the First Report, each Member purchased at least one timeshare interval (an "**Interval**") in the Resort and many purchased more than one Interval. Pursuant to the TSA, a Member remains contractually bound for liabilities and obligations associated with their Intervals ("**Charges**") indefinitely unless the Member sells its interest in an Interval to another person in accordance with the terms of the applicable TSA. Over a number of

years, a substantial number of Members (the "**Delinquent Members**") did not pay their Charges (the "**Delinquent Accounts**").

4. In light of the volume and quantum of the remaining Delinquent Accounts and the number of Delinquent Members, the Receiver determined that commencing individual court actions against each Delinquent member to collect each Delinquent Account was not practical from a cost or timing perspective, and would be taxing on both the court system and the estates. The Receiver developed an alternative procedure for identifying and prosecuting claims to be advanced by the Receiver against certain Delinquent Members at the Receiver's sole discretion (the "**Subject Members**", each a "**Subject Member**"). Subject Members are Delinquent Members who have Delinquent Accounts which are not already subject to a litigation proceeding to recover such Delinquent Accounts, are not subject to payment arrangements in good standing with the Receiver or a collections agent and are not claims provable in a *Bankruptcy and Insolvency Act* bankruptcy or proposal proceeding.
5. The Receiver sought the Court's approval of a process for the identification and determination of claims by the Receiver against the Subject Members (the "**Receiver's Collection Plan**"). The Receiver's Collection Plan is more particularly set out in Section 4.0 of the First Report.
6. Pursuant to the Order of the Honourable Justice Conway dated February 16, 2021 (the "**Receiver's Collection Plan Order**"), the Receiver's Collection Plan was approved and Tim Duncan of Fogler, Rubinoff LLP was appointed as the claims officer (the "**Claims Officer**") in respect of the Receiver's Collection Plan. Capitalized terms not otherwise

defined in this report are as defined in the Receiver's Collection Plan Order, a copy of which is attached hereto as Appendix "B". The Receiver's Collection Plan Order was amended by the further Order of the Honourable Justice Conway, dated March 10, 2021, a copy of which is attached hereto as Appendix "C".

7. The Collection Plan Approval Order provides that the Receiver shall deliver a Claims Package to Members by ordinary mail or email to the last known address or email address of the Subject Member.
8. The Claims Package shall contain: the applicable Receiver's Claim; the Notice to Subject Members; the Instruction Letter; a blank form of Notice of Dispute; and the applicable Settlement Offer.
9. In addition to sending the Claims Package to Subject Customers, the Receiver's Collection Plan Order also contemplates that the Receiver shall cause the Notice to Subject Members to be published in *The Globe and Mail* and cause the Notice to Subject Members, the Instruction Letter, a blank form of Notice of Dispute and the Receiver's Collection Plan Order to be posted to the Receiver's Website.
10. The Receiver's Claim shall constitute the Receiver's formal request for payment for outstanding indebtedness owed by each Subject Member, calculated in accordance with the TSA, as described in the First Report. The Receiver's Claim shall set out that the Receiver claims payment of the aggregate of: (i) the gross amount of the individual Subject Member's account balance which includes the unpaid maintenance fees, reserve fees, property taxes and HST for each year that the amounts remain unpaid; (ii) interest calculated at a rate of 30%, from the date the account debt became due up to January 31,

2021; (iii) inclusion of the \$1,000 Delinquency Fee which all Delinquent Members were advised would be charged to their account pursuant to the Delinquency Fee Order; and (iv) a fixed amount of \$500 for the Receiver's collection costs, and legal fees associated with initiating the Receiver's Collection Plan up to and including the Acceptance of Settlement Deadline.

11. Pursuant to paragraph 14 of the Receiver's Collection Plan Order, the Receiver's Claim shall constitute an initiating process against the applicable Subject Member, the service and adjudication of which, in accordance with the terms of the Receiver's Collection Plan Order, shall form a sufficient basis upon which this Court may grant judgment against the applicable Subject Member.
12. If the Subject Member wishes to dispute the amount set out in the Receiver's Claim, they are required to deliver a Notice of Dispute to the Receiver by the Notice of Dispute Deadline, being the date that is thirty (30) days from the Date of Service of the Claims Package.
13. In the event that a Subject Member fails to conclude a settlement with the Receiver by the Acceptance of Settlement Deadline or fails to submit a Notice of Dispute by the Notice of Dispute Deadline, the Subject Member shall be deemed to be in default (the "**Defaulting Subject Members**"). Pursuant to the Receiver's Collection Plan Order, in such circumstances, the Defaulting Subject Member shall be deemed to admit the truth of all allegations of fact made in the applicable Undefended Claim, including the amount(s) owed by them to Ridge.

14. Upon the passage of the Acceptance of Settlement Deadline and the Notice of Dispute Deadline, the Receiver shall refer the Undefended Claims to the Claims Officer who shall review them and prepare a Default Judgment Report.
15. Upon receiving a Default Judgment Report from the Claims Officer, the Receiver shall bring a motion before a Judge of the Commercial List seeking an Omnibus Default Judgment against the Defaulting Subject Members set out in the Default Judgment Report. Pursuant to paragraph 44 of the Receiver's Collection Plan Order, upon satisfying the Claims Officer, in his sole discretion, that the Claims Package was duly served on the Subject Members, the Receiver shall be entitled to default judgment, issued by the Court, against the applicable Defaulting Subject Members in the amounts set out in the Claims Officer's Default Judgment Report.

MANDATE OF THE CLAIMS OFFICER

16. Pursuant to the Receiver's Collection Plan Order, the Claims Officer, in addition to his prescribed rights, duties, responsibilities and obligations thereunder, shall assist the Receiver and Subject Members in the determination of the Receiver's Claims. In doing so, the Claims Officer is authorized to take all steps and do all acts necessary or desirable to carry out the terms of the Receiver's Collection Plan Order.
17. In carrying out his mandate under the Receiver's Collection Plan and the Receiver's Collection Plan Order, the Claims Officer is, *inter alia*, entitled to rely upon the books and records of the Receiver and the Subject Members, and any information provided by the Receiver and Subject Members, all without independent investigation on the part of the Claims Officer. Further in that regard, the Claims Officer shall not be liable for any claims

or damages resulting from any errors or omissions in such books, records or information or in any information provided to the Claims Officer by any part, except to the extent that the Claims Officer has acted with gross negligence or wilful misconduct.

18. After passage of the Acceptance of Settlement Deadline and the Notice of Dispute Deadline, the Receiver shall refer the Undefended Claims to the Claims Officer who shall review the Undefended Claims and prepare a Default Judgment Report.

TEST FOR DEFAULT JUDGMENT

19. As noted above and as set out in the Receiver's Collection Plan Order, the Receiver shall be entitled to default judgment against the Defaulting Subject Members where it has satisfied the Claims Officer, in his sole discretion, that the Claims Packages were duly served on the Subject Members and the Subject Members have failed to conclude a settlement by the Settlement Acceptance Deadline and have failed to submit a Notice of Dispute by the Notice of Dispute Deadline.
20. Having satisfied itself of the foregoing, the Claims Officer shall review the Undefended Claims and set out the amounts of the default judgments against the applicable Defaulting Subject Members in respect of which the Receiver shall, pursuant to paragraph 44 of the Receiver's Collection Plan Order, be entitled to an omnibus default judgment against the applicable Defaulting Subject Members.

CLAIMS OFFICER'S REVIEW OF UNDEFENDED CLAIMS AND RELATED EVIDENCE

21. On July 20, 2021, the Receiver delivered to the Claims Officer listings of all Undefended Claims together with copies of the corresponding "Schedule A" documents that were attached to the Receiver's Claim that was served upon each of the Subject Members as part of the Claims Package. The Receiver also delivered copies of the following affidavits of mailing:
 - (a) the Affidavit of Mailing of Vanessa Flis, sworn June 24, 2021, dealing with service of the Claims Package (the "**Flis Claims Package Affidavit**"); and
 - (b) the Affidavit of Mailing of Vanessa Flis, sworn June 24, 2021, dealing with the service of the Receiver's Collection Plan Order (the "**Flis Order Affidavit**").
22. At the request of the Receiver, the Claims Officer has refrained from attaching to this Report the Flis Claims Package Affidavit and the Flis Order Affidavit in order to avoid any unnecessary disclosure of the personal information of the Subject Members contained in the Flis Claims Package Affidavit and the Flis Order Affidavit.
23. The Receiver has also filed with the Claims Officer the letter of Aird & Berlis LLP, counsel to the Receiver, dated November 24, 2021 (the "**A&B Letter**"), to assist the Claims Officer with locating the evidence in support of the Receiver's compliance with the Receiver's Collection Plan Order. Attached hereto as Appendix "D" is a copy of the A&B Letter.
24. The Flis Claims Package Affidavit attests to the service by the Receiver of the Claims Package upon the Subject Members either by regular mail or email transmission to the

addresses and email addresses and on the dates set out therein. The Claims Packages were sent by mail on March 18, 2021 and by email on March 19, 2021.

25. Paragraph 10 of the Receiver's Collection Plan Order, as amended, directs the Receiver to serve the Claims Packages by ordinary mail or email to the last known address or email address of the Subject Members within fourteen (14) days of the Comeback Date. The A&B Letter advises that, since no Comeback Hearing was held, the Comeback Date was March 8, 2021. Accordingly, the deadline for service of the Claims Packages was March 22, 2021 and the Claims Packages were served ahead of the deadline for service.
26. In reviewing the materials submitted by the Receiver in support of its claims against the Defaulting Subject Members and in carrying out his mandate under the Receiver's Collection Plan Order, the Claims Officer has relied upon the Flis Claims Package Affidavit, the Flis Order Affidavit, the A&B Letter, the Receiver's list of Undefended Claims and the reports filed by the Receiver in these proceedings as the evidence in respect of service of the Claims Packages and whether the Subject Members failed to conclude a settlement by the Settlement Acceptance Deadline or failed to submit a Notice of Dispute by the Notice of Dispute Deadline.
27. The Flis Order Affidavit sets out the following evidence for the Claims Officer's consideration:
 - (a) the Receiver sent a copy of the Receiver's Collection Plan Order to the Subject Members by ordinary mail or email on February 21, 22, 23 and 24, 2021, to the last known address or email address of the Subject Member (in compliance with paragraph 7 of the Receiver's Collection Plan Order);

28. The A&B Letter also sets out the following for the Claims Officer's consideration:

- (a) the Receiver caused the Receiver's Collection Plan Order to be posted to the Receiver's Website on February 18, 2021 (in compliance with paragraph 8 of the Receiver's Collection Plan Order), at the following url:

<https://www.bdo.ca/BDO/media/Extranets/carriage/Collection-Plan-Order-Ridge-February-16,-2021.pdf>;

- (b) in compliance with paragraph 11 of the Receiver's Collection Plan Order, the Receiver caused a copy of the Notice to Subject Members, the Instruction Letter and a blank form of the Notice of Dispute, to be posted to the Receiver's Website on February 22, 2021 at the following url:

<https://www.bdo.ca/BDO/media/Extranets/carriage/Collection-Order-documents-Carriage-Ridge.pdf>;

- (c) in compliance with paragraph 9 of the Receiver's Collection Plan Order, the Receiver caused a copy of the Notice to Subject Customers to be published in *The Globe and Mail* on February 20, 2021, a copy of which is attached hereto as Appendix "G"; and

- (d) as of the Notice of Dispute Deadline and Acceptance of Settlement Deadline, the Receiver did not receive any Notice of Dispute or payment of a Settlement Offer amount from any of the Subject Members listed in the lists provided to the Claims Officer by the Receiver on July 20, 2021 and as subsequently updated by the Receiver.

29. Based on the Claims Officer's review of the materials submitted by the Receiver and the terms of the Receiver's Collection Plan Order, the Claims Officer sees no issues that would undermine the provisions of paragraph 44 of the Receiver's Collection Plan Order entitling the Receiver to judgments in the amounts set out in Appendix "F" hereto.

CLAIMS OFFICER'S RECOMMENDATIONS

30. Having reviewed the various statements of account and being satisfied that the Claims Packages have been duly served on the applicable Defaulting Subject Members and that said Defaulting Subject Members have failed to conclude a settlement by the Settlement Acceptance Deadline and have failed to submit a Notice of Dispute by the Notice of Dispute Deadline, the Claims believes that the Receiver is entitled, under paragraph 44 of the Receiver's Collection Plan Order, to an omnibus default judgment against the Defaulting Subject Members set out in Appendix "F" hereto, in the amounts set out therein. Accordingly, the Claims Officer recommends that the Court grant an omnibus default judgment in favour of Ridge against the Defaulting Subject Members listed in Appendix "F" in the respective amounts set out therein.



Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021

TAB 3A

Appendix "A"

**TO THE FIRST DEFAULT JUDGMENT REPORT
OF THE CLAIMS OFFICER**

Court File No. CV-20-00640265-00CL
Court File No. CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE
ACT, R.S.O 1990, c. C. 43, AS AMENDED

AND IN THE MATTER OF THE RECEIVERSHIP PROCEEDINGS OF
CARRIAGE HILLS VACATION OWNERS ASSOCIATION
AND
CARRIAGE RIDGE OWNERS ASSOCIATION

(together, the “Applicants”)

FIRST REPORT OF THE RECEIVER
BDO CANADA LIMITED

February 5, 2021

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Listing of Appendices

- Appendix A - Carriage Hills Administrator Appointment Order, dated May 15, 2020
- Appendix B - Carriage Ridge Administrator Appointment Order, dated May 15, 2020
- Appendix C - Carriage Hills Resort Closure Order, dated October 15, 2020
- Appendix D - Carriage Ridge Resort Closure Order, dated October 15, 2020
- Appendix E - Carriage Hills Amended and Restated Appointment Order, dated December 11, 2020
- Appendix F - Carriage Ridge Amended and Restated Appointment Order, dated December 11, 2020
- Appendix G - Carriage Hills Transition Order, dated December 11, 2020
- Appendix H - Carriage Ridge Transition Order, dated December 11, 2020
- Appendix I - Carriage Hills Order, dated January 5, 2021
- Appendix J - Carriage Ridge Order, dated January 5, 2021
- Appendix K - Colliers Listing Agreement
- Appendix L - Creditors Claims Package
- Appendix M - Carriage Hills Delinquency Fee Order, dated July 2, 2020
- Appendix N - Carriage Ridge Delinquency Fee Order, dated July 2, 2020
- Appendix O - Collection Package
- Appendix P - Receiver's Interim Statement of Receipts and Disbursements
- Appendix Q - Affidavit of Matthew Marchand Sworn February 5, 2021
- Appendix R - Affidavit of Matthew Marchand Sworn February 5, 2021
- Appendix S - Affidavit of Sam Babe Sworn February 5, 2021

1.0 INTRODUCTION AND PURPOSE OF REPORT

1.1 Introduction

- 1.1.1 The Carriage Hills Resort (the “**Hills Resort**”) and the Carriage Ridge Resort (the “**Ridge Resort**”) and collectively with the Hills Resort, the “**Resorts**”) are time-share resorts located in Horseshoe Valley, Township Oro (now part of Barrie), Ontario. The Hills Resort consists of 172 residential resort units in eight residential buildings, while the Ridge Resort consists of 78 residential resort units in three residential buildings. Both the Hills Resort and Ridge Resort have various common recreational facilities including, but not limited to, an indoor and outdoor pool, a gym and a management building. The Hills Resort was built in three phases on approximately twenty acres of real property and the Ridge Resort was built in one phase on approximately eight acres of real property (the buildings and real property of the Resorts are collectively referred to as the “**Resort Assets**”).
- 1.1.2 The Resorts are each governed pursuant to a time-share agreement (collectively, the “**TSAs**”). Pursuant to the TSAs, purchasers of the time-share intervals (the “**Members**”) also purchased a proportionate ownership interest, as tenants-in-common, in the land on which the Resorts are situated.
- 1.1.3 The Carriage Hills Vacation Owners Association (the “**Hills Association**”) was established as a not-for-profit entity and incorporated by letters patent on August 6, 1996, as a corporation without share capital under the *Corporations Act (Ontario)* to operate the Hills Resort. The Carriage Ridge Owners Association (the “**Ridge Association**”) and together with the Hills Association, the “**Associations**”) was established as a not-for-profit entity and incorporated by letters patent on August 7, 2003, as a corporation without share capital under the *Corporations Act (Ontario)* to operate the Ridge Resort.
- 1.1.4 Prior to January 6, 2021, the day-to-day operations of the Resorts were carried out by Carriage Hills Hospitality Inc. (“**CHHI**”), a subsidiary of Wyndham Worldwide Corporation (together with its affiliates, “**Wyndham**”), pursuant to similar management agreements (collectively, the “**Management Agreement**”) between the Associations and CHHI. CHHI’s employees acted as the hospitality, management and maintenance staff at the Resorts (the “**Resort Employees**”).
- 1.1.5 On May 15, 2020, BDO Canada Limited (“**BDO**”) was appointed Administrator pursuant to the orders of Madam Justice Conway (“**Administrator Appointment Orders**”). Copies of the Administrator Appointment Orders are attached hereto as **Appendices “A” and “B”**.
- 1.1.6 Pursuant to the orders of Madam Justice Conway dated October 15, 2020 (the “**Resort Closure Orders**”) the operations of the Carriage Hills Resort and Carriage Ridge Resort ceased effective January 6, 2021 (the “**Resort Closure Date**”). Copies of the Resort Closure Orders are attached hereto as **Appendices “C” and “D”**.

- 1.1.7 On December 1, 2020, the Administrator filed its third report to the Court (the “**Third Report**”), which dealt primarily with the development of the marketing and sales process, cash flow projections, and proposed next steps including the appointment of a receiver over the property of the Associations and the Resort Assets. The Third Report was filed in support of the relief sought by the Associations which included, among other things: (i) appointing BDO as receiver (the “**Receiver**”) over the Resort Assets and all of the assets, properties and undertakings of the Associations (the “**Associations’ Property**”) and collectively with the Resort Assets, the “**Property**”) effective the Resort Closure Date, January 6, 2021; (ii) approving the marketing and sales process in respect of the Resorts (the “**Sales Process**”); and (iii) directing the Associations to fund the payment of the severance obligations to the Resort Employees. The relief was approved by orders of Madame Justice Conway dated December 11, 2020, (the “**Amended and Restated Appointment Orders**”), copies of which are attached as **Appendices “E”** and “**F**”, and Orders dated December 11, 2020 (the “**Transition Orders**”), copies of which are attached as **Appendices “G”** and “**H**”.
- 1.1.8 Pursuant to the order of Madam Justice Conway dated January 5, 2021 (the “**January 5th Orders**”) the Receiver was authorized to: (i) enter into a listing agreement with Colliers for the sale of the Resort Assets; (ii) enter into policies of insurance to cover the Resort Assets and (iii) terminate the Management Agreement. The January 5th Orders are attached hereto as **Appendix “I”** and “**J**”.
- 1.1.9 The Administrator’s appointment was transitioned to a receivership appointment (the “**Receivership**”) which became effective on January 6, 2021.
- 1.1.10 Additional background information can be found on the Receiver’s case website at <https://www.bdo.ca/en-ca/extranets/carriage/>. Such case website was established to facilitate sharing information with Members and other interested parties.

1.2 Purpose of this Report

- 1.2.1 The purpose of this first report of BDO in its capacity as Receiver (the “**First Report**”) is to provide stakeholders with an update of steps taken since BDO’s last report dated December 22, 2020 and support the granting of Orders:
- a) approving this First Report and the activities of the Receiver since its appointment;
 - b) approving the activities of BDO in its capacity as Administrator from the date of its appointment to January 5, 2021;
 - c) approving the Receiver’s proposed claims process (the “**Claims Process**”) as set out herein;
 - d) approving the Receiver’s proposed delinquent account collection process (the “**Collection Plan Process**”);

- e) authorizing the Receiver to reimburse Carriage Hills for payment of Resort Employees' severance obligations made on behalf of Carriage Ridge;
- f) authorizing the Receiver to pay costs of the Associations pertaining to the pre-receivership period including certain proposed bonus payments to the Resort Employees;
- g) approving the fees and disbursements of the Receiver and its legal counsel, Aird & Berlis LLP ("A&B"), as outlined herein and detailed in the supporting fee affidavit appended hereto and authorizing the Receiver to pay all approved and unpaid fees and disbursements;
- h) approving the fees and disbursements of BDO in its capacity as Administrator for the period from November 30, 2020 to January 5, 2021 as outlined herein and detailed in the supporting fee affidavit appended hereto and authorizing the Receiver to pay all approved and unpaid fees and disbursements; and
- i) approving the Receiver's interim statement of receipts and disbursements ("Interim R&D").

1.3 Disclaimer

- 1.3.1** In preparing this First Report and in conducting its analysis and recommendations, the Receiver has obtained and relied upon information provided to it by the Associations and other relevant parties. The Receiver's procedures did not constitute an audit or review engagement of the Associations financial reporting or other verification of such information.
- 1.3.2** This First Report has been prepared for the use of this Court and the Association's stakeholders to provide general information to assist the Court in making a determination on whether to grant the relief sought herein. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose.
- 1.3.3** Except as otherwise described in this First Report, the Receiver has not audited, reviewed 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 pursuant to the Chartered Professional Accountants of Canada Handbook. The Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.
- 1.3.4** Capitalized terms used herein and not defined in this First Report shall have the meaning ascribed to them in the Transition Report.
- 1.3.5** All monetary amounts contained herein are expressed in Canadian dollars unless otherwise noted.

2.0 ACTIVITIES OF THE RECEIVER

2.1 Activities of the Receiver

2.1.1 Since its appointment the Receiver has:

- a) taken possession and control of the Resort Assets which included retaining nine (9) independent contractors, all of which were former Resort Employees who are familiar with the Resort Assets, to assist the Receiver with securing and maintaining the real property until it is sold;
- b) obtained from Wyndham all funds related to the Associations in Wyndham's possession less a reserve for outstanding cheques and certain accruals. The outstanding cheques for the Hills Association and the Ridge Association totaled \$386,535.55 and \$109,555.79, respectively. The accruals, which relate to utilities, holiday and severance pay, management fees, bank fees, and final payrolls totaled \$66,046.32 and \$29,310.15 for the Hills Association and the Ridge Association, respectively. The net funds received by the Receiver from Wyndham totaled \$1,562,173.75 and \$2,294,469.49 in respect of the Hills Association and the Ridge Association, respectively;
- c) opened trust estate bank accounts for each of the Hills Association and the Ridge Association;
- d) paid the balance of the outstanding property and commercial general insurance premiums totaling \$321,851.62;
- e) entered into insurance policies for the vehicle fleet owned by the Associations;
- f) erected fencing and posted signs to restrict unauthorized access to the premises and safeguard certain assets;
- g) engaged the services of a third party security company to patrol the premises over night;
- h) engaged the services of a snow removal company to ensure safe access to the premises in case of emergency;
- i) entered into a 6-month listing agreement (the "**Listing Agreement**") with Colliers Macaulay Nicolls Inc. ("**Colliers**"), a copy of which is appended hereto as **Appendix "K"**. As presented in the Listing Agreement, Colliers' commission is calculated as the greater of 0.5% of the sale proceeds or \$200,000 with co-operating brokers receiving 0.25% of the sale proceeds in addition to the Colliers commissions;
- j) prepared cash flow projections for the Hills Association and the Ridge Association to determine the level of borrowings required by the Receiver to pay for holding costs associated with the Resort Assets until the real estate can be sold;

- k) engaged BDO's Corporate Finance personnel to assist with soliciting financing offers from various lenders;
- l) engaged Aird & Berlis LLP as counsel to the Receiver and Thornton Grout Finnegan as special counsel to the Receiver;
- m) prepared statutory notices and statements pursuant to sections 245 and 246 of the *Bankruptcy and Insolvency Act (Canada)* which were filed with the Office of the Superintendent of Bankruptcy and mailed the notices to all known creditors of the Associations;
- n) prepared FAQ's addressing Member's questions, such FAQ's were posted on the Receiver's website on January 8, 2021 and emailed to all Members for whom the Receiver had email addresses on this same date;
- o) updated the Associations' websites, informing parties visiting the websites of the appointment of the Receiver and directing parties to the Receiver's case website;
- p) updated the Associations' websites to inform parties of the February 16, 2021 court hearing and included a link to the YouTube address where interested parties may view the hearing;
- q) sent an email blast on January 21, 2021 to all Members for whom the Receiver had email addresses advising of the February 16, 2021 court hearing. The email included the link to the YouTube address where interested parties may view the hearing;
- r) engaged an environmental consulting firm for the preparation of a phase 1 environmental report on each of the real properties;
- s) engaged in discussions with Wyndham and set-up a secure online portal to allow Wyndham to transfer the Associations' books and records to the Receiver;
- t) entered into a termination agreement and mutual release with Wyndham with respect to the Management Agreement;
- u) developed a Creditors Claims and Bar Process (as defined herein) for the purpose of calling claims of known and potential creditors, establishing a claims bar date, and allowing for the determination of claims received; and
- v) developed a Collection Plan Process (as defined herein) for the purpose of efficiently dealing with delinquent Members' outstanding balances.

3.0 CREDITORS CLAIMS PROCESS

3.1 Creditor Claims Process

- 3.1.1 The Receiver proposes to implement the following creditor claims process (the “**Creditor Claims Process**”) which will be established for the calling and determination of claims. Creditors are expected to include trade creditors whose claims were in dispute by the Associations prior the Receivership and claims from parties whose contracts were terminated as a result of the Resort closures.
- 3.1.2 The Receiver intends to pay all invoices relating to the Resorts liabilities which were incurred in the ordinary course of operations and approved by the boards, where required, prior to the Resort Closure Date (i.e. January 6, 2021) (the “**Normal Course Payments**”). The Receiver understands that under the normal payment processing protocols Wyndham had a payment cut off date of the 16th of each month (the “**Payment Cut-Off Date**”). Invoices received after the Payment Cut-Off Date were paid in the next payment cycle. Due to the anticipated closure of the Resorts and transition to the Receivership, the Associations invoices received post-December 16, 2020 were not paid. These invoices currently total \$174,858.25 and \$78,458.37 for the Hills Association and the Ridge Association, respectively. The Receiver anticipates additional invoices with respect to the pre-receivership period will be received in the near-term. The Receiver believes it would not be equitable to require these creditors to participate in the Creditor Claims Process solely as a result of the Payment Cut-Off Date which was not met. Further this will reduce the costs of dealing with these creditors in the Claims Process.
- 3.1.3 Pursuant to the terms of their employment, certain Resort Employees were entitled to be paid bonuses based on their performance. Wyndham advised the Receiver that these bonuses are typically paid in the first quarter of the year. The amount of the bonus payments, if any, are currently not available but represent obligations which will have to be paid once determined.
- 3.1.4 In addition to the claims for payment of liabilities incurred by the Resorts in the ordinary course of business, other claims that will be unaffected by the Creditor Claims Process include:
- a) claims secured by the Administration Charges under the Administrator Appointment Orders;
 - b) claims secured by the Receiver’s Charge or the Receiver’s Borrowings Charge under the Receivership Order; and
 - c) claims against the Applicant’s or the Resort’s real property by any mortgagee of a Member’s interest in the Resort Assets.
- 3.1.5 The Creditor Claims Process is described below and key dates are summarized in the following table:

Event	Per Claims Bar Order	Date
Court Approval		February 16, 2021
Publication in National Edition of Globe & Mail	as soon as possible on a Wednesday or Saturday following the issuance of the Order	
Mailing of Claims Packages	10 calendar days after court approval of Creditors' Claims Process	February 26, 2021
Claims Bar Date		April 15, 2021
Notice of Revision or Disallowance	45 calendar days after the Claims Bar Date	May 31, 2021
Notice of Dispute	To be filed by the Claimant with the Receiver within 10 calendar days from date of Notice of Revision or Disallowance (outside date is June 10, 2021)	June 10, 2021
Determination as to Notice of Dispute	Receiver and Claimant will attempt to resolve the dispute as soon as practicable	
Filing of Appeal of Receiver's Determination on Notice of Dispute	If dispute is unresolved and Claimant wishes to continue to challenge the determination by the Receiver, the Claimant will have to file an appeal with the Court within 10 calendar days after Receiver's determination of the Notice of Dispute	
Hearing to Resolve Dispute	On a date to be scheduled in consultation with the Court if Claimant files an appeal within 10 days of the Receiver's determination on the Notice of Dispute	

- a) With assistance from the former Resort Employees, the Receiver will compile listings of the Associations' known and potential remaining creditors;
- b) The Receiver will deliver to all known and potential creditors, a claims package which will include the following documents all of which are attached hereto as **Appendix "L"** (the "**Claims Package**"). The Receiver proposes to mail or email the Claims Package to creditors within ten (10) calendar days of court approval. The Claims Package will also be posted to the Receiver's case website.
 - (i) Instruction Letter;
 - (ii) Blank Proof of Claim form;
 - (iii) Notice of Revision or Disallowance;

- (iv) Dispute Notice; and
 - (v) Dispute Form
- c) The Receiver will publish on a one-time basis a notice of the Credit Claims Process and Claims Bar Date in the Globe and Mail national edition newspaper as soon as possible after court approval of the Creditors Claims Process on a Wednesday or Saturday;
- d) Creditors must submit completed proof of claims (the “**Claim**”) by April 15, 2021 (“**Claims Bar Date**”) failing which the creditor will be forever barred from asserting or enforcing any Claim or filing a proof of claim with respect to such Claim against the Associations or Resort Assets and such Claim shall be forever extinguished;
- e) If the Receiver disputes the creditor’s Claim, the Receiver will issue, by May 31, 2021, a disallowance letter to the creditor disallowing the claim in whole or in part (the “**Notice of Disallowance**”);
- f) Creditors will have 10 calendar days, from the date of the mailing of the Notice of Disallowance, to dispute the disallowance (the “**Notice of Dispute**”), failing which the Claim will be disallowed or valued as set out in the Receiver’s Notice of Disallowance; and,
- g) Any unresolved dispute with a Notice of Disallowances will either be settled by the Receiver, with the assistance of counsel, or by application to the Court for a determination provided the disputing creditor has made such application within the time frame provided.
- 3.1.6** The Receiver seeks approval and authorization for the implementation of the Creditor Claims Process.

4.0 COLLECTION PLAN

4.1 Delinquent Account History and Composition

- 4.1.1 As more fully described in the Third Report of the Administrator, each Member purchased at least one timeshare interval (an “Interval”) in one of the Resorts and many Members purchased more than one Interval at one of, or both, Resorts. The Associations have a combined total of approximately 11,400 individual Members who own a total of 17,408 Intervals. Included in those figures are 1,647 Members who own Intervals at both Resorts.
- 4.1.2 Pursuant to the TSAs, a Member remains contractually bound for liabilities and obligations associated with their Intervals (“Charges”) indefinitely unless the Member sells their interest in an Interval to another person in accordance with the terms of the applicable TSA. Over the last number of years, a growing number of Members have not paid their Charges (the “Delinquent Members”).
- 4.1.3 The table below summarizes the number of delinquent accounts and the dollar value of such. As presented, there are 2,945 Delinquent Members that collectively owe in excess of \$25.1 million (including late fees and interest).

Summary of Delinquent Accounts - December 31, 2020			
	Carriage Hills	Carriage Ridge	Total
# of delinquent accounts	1,934	1,011	2,945
Total delinquent accounts	\$ 15,353,026	9,773,865	25,126,891
Comprised of:			
Maintenance fees	6,338,519	3,448,893	9,787,412
Reserve fee	1,447,993	625,084	2,073,077
Property taxes	458,299	246,231	704,529
HST	977,630	505,999	1,483,629
Late fee	3,707,772	2,940,507	6,648,278
Financing & other fees	2,422,814	2,007,151	4,429,965
Total	\$ 15,353,026	9,773,865	25,126,891

- 4.1.4 In the past the Associations engaged a collection agency and external legal counsel to assist in collecting delinquent amounts (“Members in Collections”). The collection agency has entered into payment plans with several Members in Collections, which has resulted in collection of certain amounts. In addition, legal counsel has filed legal actions against various Members in Collections. While the efforts of legal counsel have resulted in judgements being awarded, monetizing such judgments has proven to be time consuming since any such judgment obtained must be registered on the real property owned by the Members in Collections in wait for those Members to eventually sell their real property.
- 4.1.5 Numerous Delinquent Members have been delinquent for years, owing multiple years of maintenance fees, reserve fees, property taxes and HST together with late fees and financing/interest charges.

- 4.1.6 In an effort to incentivize Delinquent Member's to pay their outstanding balances, a \$1,000 Delinquency Fee was approved pursuant to the orders of Madam Justice Conway issued on July 2, 2020 (the "Delinquency Fee Orders"). Delinquent Members who paid their full outstanding delinquent account by September 30, 2020 were not be assessed the Delinquency Fee. Every other Delinquent Member was assessed the Delinquency Fee and the amount has been added to the Delinquent Member's account. Copies of the Delinquency Fee Orders are attached hereto as Appendices "M" and "N".
- 4.1.7 The following table categorizes the 2,954 Delinquent Member accounts as at December 31, 2020.

Categories of Delinquent Accounts			
	Carriage Hills	Carriage Ridge	Total
With the Associations for collection	463	368	831
With a collection agency	1,112	420	1,532
With legal counsel	359	223	582
Total Delinquent Member Accounts	1,934	1,011	2,945

- a) A total of 831 Delinquent Member accounts for both Resorts had not been sent to the collection agent by the time the Resorts closed.
- b) 1,532 Delinquent Member accounts were provided to Canadian ICR Limited ("CICR"), the collection agency. CICR has established some payment plans with Members in Collections and therefore these Members will not be subject to the Collection Plan Process; and
- c) 582 Delinquent Member accounts were subject to legal proceedings broken down as follows:
- (i) 113 had resulted in awarded, but not yet satisfied judgments;
 - (ii) 134 were still awaiting court issuance of the filed claims;
 - (iii) 131 were awaiting court dates which had not yet been scheduled due to court protocols during COVID-19;
 - (iv) 48 were stalled due to an inability to locate the Delinquent Member; or
 - (v) 156 were stayed due to bankruptcy of the Delinquent Member.
- d) Based upon the existing agreement between the Associations and its legal counsel, the cost of commencing a legal proceeding is \$729 per case.

4.2 Delinquent Account Collection Process

- 4.2.1 In light of the volume and quantum of the Delinquent Accounts and the number of Delinquent Members, the Receiver has determined that commencing individual court actions against each Delinquent Member to collect each Delinquent Account is not practical from a cost or timing perspective, and would be taxing on both the

court system and the estates. The Receiver has developed an alternative procedure for identifying and prosecuting claims to be advanced by the Receiver against certain Delinquent Members at the Receiver's sole discretion (the "**Subject Member**"). Subject Members are Delinquent Members who have Delinquent Accounts which are not already subject to a litigation proceeding to recover such Delinquent Accounts which are not already subject to a litigation proceeding to recover such Delinquent Accounts and are not in payment arrangements. The Receiver's proposed collection plan has all the necessary hallmarks of procedural fairness, balanced with the need for practicality and recovery in the estates and the integrity of the receivership generally (the "**Collection Plan**"). The Receiver circulated the proposed Collection Plan Order to the various counsels that have been actively involved in this restructuring process and sought their input in advance of service of this motion record. There was not consensus amongst counsel who represent various interests.

- 4.2.2 The Receiver is reviewing the Delinquent Accounts currently with the collections agency and/or with legal counsel. In consultation with these parties, the Receiver will determine which Delinquent Accounts should be included in the Collection Plan. Delinquent Accounts where payment plans have been established or subject to litigation proceedings or insolvency proceedings will be excluded from the Receiver's Collection Plan and will remain with the collection agency and/or legal counsel (the "**Non-Subject Members**"). Certain accounts with which may currently be with CICR may be brought back to the Receiver so that they will be included in the proposed Collection Plan. CICR has advised the Receiver that it will waive any return fee for accounts which are not subject to litigation or payment arrangements.
- 4.2.3 Under the Collection Plan, the Receiver will demand payment from the Subject Members for the full amount of the Member's individual Delinquent Account including principal, late fees and interest (the "**Receiver's Claim**"). Any Subject Member who fails to submit either payment or to dispute the Receiver's claim shall be deemed to have accepted the Receiver's Claim including the amount(s) owing by them and the Receiver shall be entitled to default judgment against said Subject Members in the said amounts. Non-Subject Members will not form part of the Receiver's Collection Plan and will not receive either a Receiver's Claim of Settlement Offer (as defined herein).
- 4.2.4 The Collection Plan is described below and key dates are summarized in the following table:

Event	Per Collection Plan Order	Date
Court Appearance		February 16, 2021
Mailing of Collection Plan Order	Within 7 calendar days after the February 16, 2021 court appearance	February 23, 2021
Publication of Notice of Collection Plan in National Edition of Globe & Mail	As soon as possible on a Wednesday or Saturday national edition	
Subject Members to schedule a Comeback Hearing, if needed	The purpose of the Comeback Hearing is to allow interested parties the opportunity to vary the Collection Plan Order as appropriate	Within 20 days of the issuance of the Collection Plan Order (March 8, 2021)
Mailing of Collection Packages to Subject Members	7 calendar days after the Comeback Hearing or within 20 days of issuance of the Collection Plan Order should no Comeback Hearing be necessary	
Acceptance of Settlement Deadline	Expires 30 days after the mailing of the Collection Package	
Notice of Dispute Deadline	Expires 30 days after the mailing of the Collection Package	
Notice of referral to Claims Officer or Abandonment of Claim	Within 7 days of referral to the Claims Officer or abandonment by the Receiver	
Appeal of Claims Officer's Decision	Within 15 calendar days of rendering of the Claims Officer's Decision	

- a) If any Subject Members bring motions to amend the Collection Plan Order, the Receiver may consolidate the hearings of all such motions (the **"Comeback Hearing"**). Any Subject Member who seeks to vary or set aside any provision of this Receiver's Collection Plan Order must attend the Comeback Hearing, failing which no such motions may be brought;
- b) The Receiver shall publish a notice of the Collection Plan in earliest practicable Sunday or Wednesday national edition of the Globe and Mail advising Subject Members of their right to seek a Comeback Hearing;
- c) Upon issuance of the Collection Plan Order, the Receiver shall mail or email Collection Packages (as defined herein) to Subject Members within 7 calendar days following the Comeback Hearing or if no Comeback Hearing is held the date that is 20 days after the approval of the Collection Plan. The Collections Package shall include the following documents, all of which are attached hereto as **Appendix "O"** (the **"Collection Package"**):

- (i) an Instruction Letter;
 - (ii) the applicable Receiver's Claim;
 - (iii) the Notice to Subject Members;
 - (iv) a blank form of Notice of Dispute; and
 - (v) the applicable Settlement Offer.
- d) The Receiver shall also cause the Instruction Letter, the Notice to Subject Members, a blank form of Notice of Dispute, and the Receiver's Collection Order to be posted to the Receiver's case website.
- e) The Receiver's Claim shall set out the amount due which shall be the aggregate of (the "**Subject Member's Account Balance**"):
- (i) the gross amount of the individual Subject Member's account balance which includes the unpaid maintenance fees, reserve fees, property taxes and HST for each year that the amounts remain unpaid;
 - (ii) interest calculated at a rate of 20% for the Hills Association and 30% for the Ridge Association, from date the account debt became due up to January 31, 2021 (this date was chosen as being both administratively efficient, and because it is fair as it favours Subject Members);
 - (iii) inclusion of the \$1,000 Delinquency Fee which all Delinquent Members were advised would be charged to their accounts pursuant to the Delinquency Fee Order; and
 - (iv) a fixed amount of \$500 for the Receiver's collection costs, and legal fees associated with initiating the Receiver's Collection Plan up to and including the Acceptance of Settlement Deadline (as defined below) (collectively, the "**Receiver's Claim Amount**").
- f) The Receiver shall include in each Collection Package a settlement offer (the "**Settlement Offer**") setting out the amount (the "**Settlement Amount**") that the Receiver is prepared to accept in settlement of the applicable Receiver's Claim. The Settlement Offer will remain open for acceptance for 30 days after the mailing of the Collection Package (the "**Acceptance of Settlement Deadline**"). Where a Subject Member pays the Settlement Amount to the Receiver by the Acceptance of Settlement Deadline, the Receiver will confirm that the Receiver's Claim has been satisfied.
- g) The Settlement Amount shall be at the Receiver's sole discretion and needs not be less than the Receiver's Claim Amount. The Settlement Offer shall consist of a letter setting out that the Receiver will accept the Settlement Amount in satisfaction of the Receiver's Claim, if the Settlement Offer is accepted and payment is made by Acceptance of Settlement Deadline.
- h) Any Subject Member who disputes the Receiver's Claim shall submit to the Receiver a notice of dispute together with copies of all documents relied upon

by the Subject Member (the “**Notice of Dispute**”) within 30 days of mailing of the Claims Package (the “**Notice of Dispute Deadline**”)

- i) The Receiver will engage a qualified lawyer to act as the claims officer to adjudicate the Receiver’s Claims (the “**Claims Officer**”).
- j) Any Subject Member who fails to submit either payment of the Settlement Amount by the Acceptance of Settlement Deadline, or a Notice of Dispute by the Notice of Dispute Deadline, shall be deemed to admit the truth of all allegations of fact made in the applicable Receiver’s Claim (the “**Undefended Claim(s)**”), including the amount(s) owing by them, in a parallel to Rule 19.02 of the Rules of Civil Procedure (the “**Rules**”). The Receiver shall be entitled to default judgment against such Subject Members in the said amounts. Following the passage of the Acceptance of Settlement Deadline and the Notice of Dispute Deadline, the Receiver shall refer the Undefended Claims to the Claims Officer. The Claims Officer shall review the Undefended Claims, and shall prepare a report to the Court setting out its recommendations as to the quantum of the applicable default judgments (the “**Default Judgment Report**”). The Receiver shall be entitled to an omnibus default judgment against the defaulting Subject Members, in the amounts set out in the Default Judgment Report, to be issued by the Court.
- k) Following the Notice of Dispute Deadline, the Receiver may file with the Claims Officer any Receiver’s Claim for which a Notice of Dispute has been received (the “**Disputed Claim(s)**”), any Notice of Dispute filed by the Subject Member in respect of the Disputed Claim, and any ancillary documentation accompanying these documents (the “**Dispute Package**”), for Disputed Claims that it intends to pursue. The Receiver shall provide notice to the applicable Subject Member as to whether the Disputed Claim has been referred to the Claims Officer, or abandoned within 7 days of the Disputed Claim being referred or abandoned. For clarity, the Receiver shall be entitled to abandon any Disputed Claim that has not yet been referred to the Claims Officer, without costs.
- l) The Receiver and the Subject Members shall be entitled to settle any Disputed Claims, on such terms as they may agree to, at any time. The Receiver shall forthwith advise the Claims Officer of any Disputed Claims that have been referred to the Claims Officer but subsequently settled.
- m) Subject to further order of the Court, the Claims Officer shall determine the validity and amount of each Disputed Claim that has been referred. The Receiver anticipates that the majority of disputes shall be capable of determination on the basis of the information contained within the Dispute Package, and the Claims Officer shall be entitled to render decisions on the basis of such information. If the information contained within the Dispute Package raises issues which require further evidence, at the Claims Officer’s discretion, the Claims Officer shall be empowered to determine the process by which evidence may be brought before him or her, with the expectation being that the majority of Disputed Claims will be resolved on the basis of a written record. The Claims Officer shall have the discretion and authority to make an award of costs against

the Subject Members, having regard for the factors set out in Rule 57.01 of the Rules, as part of his or her determination of the Disputed Claims. Any such cost award against a Subject Members shall, at minimum, cover the fees and disbursements incurred by the Claims Officer and Receiver's counsel on a solicitor and client basis.

- n) Following the determination of the Disputed Claims, the Claims Officer shall notify the Receiver and the applicable Subject Member of his or her decision, in writing (the "**Claims Decision(s)**").
- o) The Receiver and the Subject Member shall each be entitled to appeal the Claims Decisions to the Court by serving upon the other and filing with this Court, within fifteen (15) calendar days of notification of the Claims Decisions (the "**Appeal Period**"), a notice of appeal returnable on a date to be fixed by this Court. If a notice of appeal is not filed within such period, then the Claims Decisions shall be deemed to be final and binding and there shall be no further right of appeal, review or recourse to the Court from the Claims Decisions.
- p) Following the expiry of the Appeal Period, the Claims Officer shall file with the Court a report summarizing the Claims Decisions that have not been appealed (the "**Claims Officer's Report**"). The Receiver shall be entitled to judgment against the applicable Subject Members in the amounts identified in the Claims Officer's Report, and shall bring a motion to the Court for the purpose of obtaining such judgments. As the Subject Members referred to in the Claims Officer's Report will have forfeited their right of appeal by failing to respond within the Appeal Period, the Receiver need not provide said Subject Members with notice of this motion.
- q) Following the expiry of the Appeal Period, the Receiver will seek the direction of the Court regarding the procedure for the hearing of any appeals of the Claims Decisions. All appeals shall proceed as true appeals on the basis of the record before the Claims Officer, and not as hearings de novo. To the extent that appeals raise common issues, the Receiver may seek to have such appeals consolidated. For clarity, as the decision-maker being appealed from, the Claims Officer shall not have any role in the appeal process.
- r) The Claims Officer shall retain the discretion to control its own proceedings, having regard for the principles set out in Rule 2 of the Rules of Civil Procedure, and with a view to proceeding in the simplest, least expensive and most expeditious fashion. For clarity, the Claims Officer shall be entitled to make its reports to the Court as identified herein in stages, at its discretion.
- s) Each of the Receiver and the Claims Officer shall be entitled to seek further directions from the Court regarding the administration of the Collection Plan, as necessary.

4.2.5 The timeline contained in the Receiver's Collection Order will allow the Receiver to move forward to quantify the claims which will be required in order to determine distributions to Members. The Receiver will set off the amount owing

by a Delinquent Member from any amounts that they would otherwise be entitled to receive on a distribution from the sale of the Resort Assets. The Receiver intends to hold off from enforcement of the claims determined under the Collections Plan Order until the Resort Assets have been sold and the likely further direction can be obtained from the Court regarding recovery of remaining deficiency balances.

- 4.2.6** The Receiver seeks approval and authorization of the Court to implement the Collection Plan with respect to Delinquent Accounts.

5.0 OTHER

- 5.1 Pursuant to the Transition Order the Associations were authorized to fund the severance obligations of the Resort Employees to CCHI. Specifically Carriage Hills and Carriage Ridge were ordered to fund 69% and 31% of severance obligations, respectively. CCHI was ordered to pay the termination and severance to the Resort Employees.
- 5.2 The Receiver understands that Carriage Hills funded the full amount of the termination obligations (\$747,738) as opposed to each resort funding its proportionate share of the obligations. The Receiver requests approval of this Court to transfer \$231,798.73 from the Carriage Ridge trust account to the Carriage Hills' trust account to reimburse Carriage Hills for the payment of the severance funding obligations of the Ridge Association.
- 5.3 A copy of the Receiver's Interim R&D for the Hills Association and the Ridge Association is attached hereto as **Appendix "P"**. As presented therein the Receiver currently holds \$1,456,207.12 and \$2,184,329.11 in its trust accounts for the Hills Association and the Ridge Association, respectively. The Receiver seeks approval of its Interim R&D.

6.0 PROFESSIONAL FEES

- 6.1** The fees and disbursements of the Administrator for the period November 30, 2020 to January 5, 2021 are detailed in the affidavit of Matthew Marchand, sworn February 5, 2021 and attached hereto as **Appendix “Q”**. The fees and disbursements of the Administrator for the period of November 30, 2020 to January 5, 2021 encompass 191.5 hours at an average hourly rate of \$430.74, for a total of \$82,486.75, prior to disbursements of \$1,438.12 and applicable taxes of \$10,910.23. BDO is requesting that the Court approve its total fees and disbursements, inclusive of disbursements and applicable taxes, in the amount of \$94,835.10.
- 6.2** The fees and disbursements of the Receiver for the period January 6, 2021 to January 31, 2021 are detailed in the affidavit of Matthew Marchand, sworn February 5, 2021 and attached hereto as **Appendix “R”**. The Receiver’s fees for the period January 6, 2021 to January 31, 2021 encompass 211.3 hours at an average hourly rate of \$428.19, for a total of \$102,241.30, prior to disbursements of \$161.29 and applicable taxes of \$11,783.04. BDO is requesting that the Court approve its total fees and disbursements, inclusive of disbursements and applicable taxes, in the amount of \$102,421.83.
- 6.3** The fees and disbursements of the Administrator and Receiver’s counsel, A&B, for the period from November 29, 2020 to February 3, 2021 are detailed in the affidavit of Sam Babe, sworn February 5, 2021 and attached hereto as **Appendix “S”**. The fees of A&B for the period from November 29, 2020 to February 3, 2021 encompass 158.6 hours at an average hourly rate of \$658.85, for a total of \$104,493.50, prior to disbursements of \$797.50, for a total of \$105,291.00 prior to applicable taxes. The Receiver is requesting that the Court approve its counsel’s total fees and disbursements, inclusive of taxes, in the amount of \$118,895.65.

7.0 RECOMMENDATIONS

7.1 The Receiver requests that the Court grant an Order:

- a) approving this First Report and the activities of the Receiver since its appointment as described herein;
- b) approving the Receiver's proposed Claims Process as set out herein;
- c) approving the Receiver's proposed Collection Plan Process as set out herein;
- d) authorizing the Receiver to reimburse Carriage Hills for payment of severance funding obligations made on behalf of Carriage Ridge;
- e) authorizing the Receiver to pay certain Association costs pertaining to the pre-receivership period which were entered into in the normal course prior to the closure of the Resorts including bonus payments related to the Resort Employees;
- f) approving the fees and disbursements of the Administrator, Receiver and its legal counsel A&B, as outlined herein and detailed in the supporting fee affidavits appended hereto and authorizing the Receiver to pay all approved and unpaid fees and disbursements; and
- g) approving the Receiver's Interim R&D.

All of which is respectfully submitted this 5 day of February, 2021.

**BDO CANADA LIMITED RECEIVER OF
CARRIAGE HILLS VACATION OWNERS ASSOCIATION &
CARRIAGE RIDGE OWNERS ASSOCIATION
and without personal or corporate liability**



Per: Josie Parisi, CA, CPA, CBV, CIRP, LIT
Senior Vice-President

TAB 3B

Appendix "B"

TO THE FIRST DEFAULT JUDGMENT REPORT
OF THE CLAIMS OFFICER

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	TUESDAY, THE 16 TH
)	
JUSTICE CONWAY	)	DAY OF FEBRUARY, 2021

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF **CARRIAGE RIDGE OWNERS
ASSOCIATION**

RECEIVER'S COLLECTION PLAN ORDER

THIS MOTION, made by BDO Canada Limited (“**BDO**”), in its capacity as receiver (in such capacity, the “**Receiver**”) over all of the assets, properties and undertakings of Carriage Ridge Owners Association (the “**Applicant**”) and all the lands and premises on which the Applicant operated the Carriage Ridge Resort (the “**Resort Property**”), appointed by Order of the Court with effect as of January 6, 2021 (the “**Receivership Order**”), for an Order (the “**Receiver’s Collection Plan Order**”) approving a procedure for the identification, quantification, and resolution of the Receiver’s Claims (defined below), was heard this day via Zoom judicial video conference due to the COVID-19 pandemic

ON READING the Motion Record of the Receiver dated February 5, 2021 (the “**Motion Record**”), the First Report of the Receiver dated February 5, 2021 (the “**First Report**”), and on hearing the submissions of counsel for the Receiver, counsel for Wyndham Worldwide Corporation, and counsel for Lori Smith and Karen Levins and the submissions of Christopher Diana, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of Christine Doyle sworn February 7, 2021,

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service and filing of this motion is hereby validated such that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) **“Acceptance of Settlement Deadline”** means the date that is thirty (30) days from the Date of Service of the Claims Package;
- (b) **“Appeal Period”** means the period that concludes on the fifteenth calendar day following the issuance of a Claims Decision in respect of a Receiver’s Claim by the Claims Officer;
- (c) **“BIA”** means the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;
- (d) **“Business Day”** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (e) **“Claims Decision(s)”** means the Claims Officer’s written decision following his determination of each Disputed Claim, to be issued by the Claims Officer to the Receiver and the applicable Subject Member;
- (f) **“Claims Officer”** means the individual appointed to act as a claims officer for the purpose of this Receiver’s Collection Plan Order, as set out in paragraph 21 of this Order;
- (g) **“Claims Officer’s Report(s)”** means one or more reports prepared by the Claims Officer summarizing the Claims Decisions which are not appealed within the applicable Appeal Period;

- (h) “**Claims Package**” means a package including the applicable Receiver’s Claim, the Notice to Subject Members, the Instruction Letter, a blank form of Notice of Dispute, and any other documentation the Receiver may deem appropriate;
- (i) “**CJA**” means the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended;
- (j) “**Comeback Date**” means the date of the Comeback Hearing or, if no Comeback Hearing is required or held, the date that is twenty (20) days following the date of this Receiver’s Collection Plan Order;
- (k) “**Comeback Hearing**” means a hearing before the Court, as described in paragraph 60 of this Order;
- (l) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (m) “**Date of Service**” means that date of effective service of a Claim Package having regard to paragraph 52 of this Order;
- (n) “**Default Judgment Report(s)**” means one or more reports prepared by the Claims Officer setting out its recommendations as to the quantum of any default judgments to be issued in respect of any Undefended Claims;
- (o) “**Defaulting Subject Member(s)**” means any Subject Member who fails to conclude a settlement by the Acceptance of Settlement Deadline and/or submit a Notice of Dispute by the Notice of Dispute Deadline;
- (p) “**Dispute Package**” means a package including the applicable Receiver’s Claim, the applicable Notice of Dispute filed by the Subject Member in respect of the Receiver’s Claim, any supporting documentation filed by the Subject Member, and ancillary documentation;
- (q) “**Disputed Claim(s)**” means a Receiver’s Claim in respect of which a completed Notice of Dispute has been submitted to the Receiver by the Notice of Dispute Deadline;

- (r) **“Instruction Letter”** means the instruction letter to Subject Members, substantially in the form attached as **Schedule “A”** hereto, regarding the completion of a Notice of Dispute by the Subject Member, and the Receiver’s Collection Plan described herein;
- (s) **“Non-subject Member”** means a member of the Applicant:
- (i) who owes a debt to the Applicant that is the subject of either:
 - (1) a legal proceeding for the collection thereof already commenced by the filing of a claim; or
 - (2) a payment plan agreed to between the member and the Applicant’s collections agent, where the member is not in default under such plan,but only in regard to such debt, and not in regard to any other debt owed by the same member to the Applicant not falling under (1) or (2) above; or
 - (ii) who is the subject of BIA bankruptcy or proposal proceedings.
- (t) **“Notice to Subject Members”** means the notice for publication by the Receiver as described in paragraph 9 hereof, in the form attached as **Schedule “B”** hereto;
- (u) **“Notice of Dispute”** means the notice referred to in paragraph 20 hereof substantially in the form attached as **Schedule “C”** hereto which must be delivered to the Receiver by any Subject Member wishing to dispute a Receiver’s Claim, with reasons for its dispute and supporting documentation;
- (v) **“Notice of Dispute Deadline”** means the date that is thirty (30) days from the Date of Service of the Claims Package;
- (w) **“Person”** means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union,

government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;

- (x) “**Protocol**” means the E-Service Protocol of the Commercial List;
- (y) “**Subject Member(s)**” means members of the Applicant from whom the Receiver seeks payment pursuant to this Receiver’s Collection Plan, as described in greater detail in the First Report, which, for greater certainty, excludes any member to, and only to, the extent they are a Non-subject Member;
- (z) “**Receiver’s Claim**” means the Receiver’s Claim referred to in paragraphs 13 to 14 hereof to be filed by the Receiver, substantially in the form attached as **Schedule “D”** hereto;
- (aa) “**Receiver’s Website**” means the website maintained by the Receiver at the following URL: <https://www.bdo.ca/en-ca/extranets/carriage/>;
- (bb) “**Settlement Offer**” means a notice setting out the payment amount that the Receiver is prepared to accept in settlement of the applicable Receiver’s Claim which payment amount, for greater certainty, can be less than or equal to the amount of the applicable Receiver’s Claim;
- (cc) “**TSA**” means, collectively, the Time-Sharing Agreement dated August 8, 2003 between the Applicant, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., to which each Subject Member is bound pursuant to an Adherence Agreement;
- (dd) “**Undefended Claim(s)**” means any Receiver’s Claim in respect of which the Receiver does not receive a Notice of Dispute by the Notice of Dispute Deadline, or payment of the amount set out in the applicable Settlement Offer by the Acceptance of Settlement Deadline.

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the form and substance of each of the Receiver’s Claim, Notice to Subject Members, Instruction Letter, and Notice of Dispute, substantially in the forms attached as schedules hereto, are hereby approved. Despite the foregoing, the Receiver may, from time to time, make such minor changes to such forms as the Receiver, in consultation with the Claims Officer, considers necessary or desirable.

7. **THIS COURT ORDERS** that the Receiver shall send a copy of this Receiver’s Collection Plan Order to each Subject Member by ordinary mail or email to the last known address or email address of the Subject Member, within seven (7) days following the issuance of the Receiver’s Collection Plan Order.

8. **THIS COURT ORDERS** that the Receiver shall cause the Receiver’s Collection Plan Order to be posted to the Receiver’s Website as soon as reasonably practicable after its issuance, and cause it to remain posted thereon until its discharge as Receiver.

9. **THIS COURT ORDERS** that the Receiver shall cause the Notice to Subject Members to be published in the next available Saturday or Wednesday national edition of *The Globe and Mail*.

NOTICE TO SUBJECT MEMBERS

10. **THIS COURT ORDERS** that the Receiver shall send a Claims Package to each Subject Member by ordinary mail or email to the last known address or email address of the Subject

Member, within seven (7) days following the Comeback Date. The Claims Package shall contain (each as defined herein):

- (a) the applicable Receiver's Claim;
- (b) the Notice to Subject Members;
- (c) the Instruction Letter;
- (d) a blank form of Notice of Dispute; and
- (e) the applicable Settlement Offer.

11. **THIS COURT ORDERS** that the Receiver shall cause the Notice to Subject Members, the Instruction Letter, and a blank form of Notice of Dispute to be posted to the Receiver's Website as soon as reasonably practicable, and cause them to remain posted thereon until its discharge as Receiver.

12. **THIS COURT ORDERS** that upon request by a Subject Member for a Claims Package or documents or information relating to the Receiver's Collection Plan, the Receiver shall forthwith send the applicable Claims Package, direct such Subject Member to the documents posted on the Receiver's Website, or otherwise respond to the request for information or documents as the Receiver considers appropriate in the circumstances.

RECEIVER'S CLAIMS

13. **THIS COURT ORDERS** that the Receiver's Claim shall constitute the Receiver's formal request for payment of the outstanding indebtedness owing by each Subject Member, calculated in accordance with the TSA, as described in the First Report.

14. **THIS COURT ORDERS** that the Receiver's Claim shall constitute an initiating process against the applicable Subject Member. The service and adjudication of each Receiver's Claim in accordance with the terms of this Receiver's Collection Plan Order shall form a sufficient basis upon which this Court may grant judgment against the applicable Subject Member.

15. **THIS COURT ORDERS** that all Receiver's Claims shall be denominated in the original currency of the Receiver's Claim. Where no currency is indicated, the Receiver's Claim shall be

presumed to be in Canadian Dollars. Any Receiver's Claims denominated in a foreign currency shall be converted to Canadian Dollars based on the Bank of Canada's daily average rate for that currency against the Canadian Dollar in effect on the date of this Receiver's Collection Plan Order.

RESOLUTION OF RECEIVER'S CLAIMS

16. **THIS COURT ORDERS** that the Receiver shall include in each Claims Package a Settlement Offer setting out the amount that the Receiver is prepared to accept in full and final settlement of the applicable Receiver's Claim.

17. **THIS COURT ORDERS** that each Settlement Offer shall remain open for acceptance until the Acceptance of Settlement Deadline.

18. **THIS COURT ORDERS** that where a Subject Member pays the full amount of the Settlement Offer to the Receiver by the Acceptance of Settlement Deadline, the Receiver will provide the applicable Subject Member with written confirmation that the Receiver's Claim has been satisfied.

19. **THIS COURT ORDERS** that nothing herein derogates from the Receiver's power, pursuant to subparagraph 4(g) of the Receivership Order, to otherwise negotiate with the Subject Members, for the purpose of resolving the Receiver's Claims on terms acceptable to the applicable parties.

NOTICES OF DISPUTE

20. **THIS COURT ORDERS** that any Subject Member who disputes the Receiver's Claim against them shall submit to the Receiver a Notice of Dispute, together with copies of all documents relied upon by such Subject Member, by the Notice of Dispute Deadline.

CLAIMS OFFICER'S APPOINTMENT

21. **THIS COURT ORDERS** that Tim Duncan of Fogler, Rubinoff LLP shall be and is hereby appointed as the Claims Officer, with the rights, duties, responsibilities and obligations prescribed by this Receiver's Collection Plan Order. The Claims Officer's duties shall

commence upon his receipt of the first Dispute Package from the Receiver, pursuant to paragraph 30 of this Order.

CLAIMS OFFICER'S ROLE

22. **THIS COURT ORDERS** that the Claims Officer, in addition to its prescribed rights, duties, responsibilities and obligations under this Receiver's Collection Plan Order, shall assist the Receiver and the Subject Members in the determination of the Receiver's Claims, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Receiver's Collection Plan Order or incidental thereto.

23. **THIS COURT ORDERS** that the Claims Officer shall track and allocate its fees and disbursements on a Disputed-Claim-by-Disputed-Claim basis to facilitated the potential cost awards contemplated by paragraph 34 of this Order.

24. **THIS COURT ORDERS** that in carrying out his mandate, the Claims Officer may, among other things:

- (a) make all necessary inquiries, take accounts, and assess costs;
- (b) adopt processes which, in his discretion, he considers appropriate to facilitate the adjudication of the Receiver's Claims, having regard for the principles set out in Rule 2 of the *Rules of Civil Procedure*, and with a view to proceeding in the simplest, least expensive and most expeditious fashion;
- (c) consult the Receiver, the Subject Member, and any other persons the Claims Officer considers appropriate;
- (d) report to the Court as prescribed herein, in stages if necessary or appropriate; and
- (e) apply to this Court for advice and directions as, in his discretion, the Claims Officer deems necessary.

25. **THIS COURT ORDERS** that the Claims Officer is authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Receiver's Collection Plan Order,

including dealing with any Court, regulatory body or other government ministry, department or agency, and to take all such steps as are necessary or incidental thereto.

26. **THIS COURT ORDERS** that the Claims Officer, once appointed, is hereby authorized (i) to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Receiver's Claim has been adequately proven, waive strict compliance with the requirements of this Receiver's Collection Plan Order as to completion and execution of such forms, and (ii) to request any further documentation or other evidence from the Receiver, the Subject Members and/or third parties that may reasonably be required in order to determine the validity of a Receiver's Claim, including any defences thereto.

27. **THIS COURT ORDERS** that (i) in carrying out the terms of this Receiver's Collection Plan Order, the Claims Officer shall have all of the protections given him by this Receiver's Collection Plan Order, and as an officer of this Court, including the stay of proceedings in his favour, (ii) the Claims Officer shall incur no liability or obligation as a result of the carrying out of the provisions of this Receiver's Collection Plan Order, except to the extent that the Claims Officer has acted with gross negligence or willful misconduct, (iii) the Claims Officer shall be entitled to rely on the books and records of the Applicant and the Subject Members, and any information provided by the Receiver and the Subject Members, all without independent investigation, and (iv) the Claims Officer shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any party, except to the extent that the Claims Officer has acted with gross negligence or willful misconduct. Nothing in this Order shall derogate from the protections afforded a person pursuant to Section 142 of the CJA.

28. **THIS COURT ORDERS** that the Receiver shall pay from the Applicant's estate the reasonable professional fees and disbursements of the Claims Officer on presentation and acceptance of invoices from time to time. The Claims Officer shall be entitled to a reasonable retainer against his fees and disbursements which shall be paid upon request by the Receiver.

29. **THIS COURT ORDERS** that the Claims Officer shall pass its accounts from time to time, and for this purpose the accounts of the Claims Officer are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADJUDICATION OF DISPUTED CLAIMS

30. **THIS COURT ORDERS** that, following the Notice of Dispute Deadline, the Receiver may, at its discretion, file with the Claims Officer a Dispute Package in respect of any Disputed Claim(s) that it intends to pursue. Each Dispute Package shall include:

- (a) the applicable Receiver's Claim;
- (b) the applicable Notice of Dispute, together with any supporting documentation filed by the Subject Member; and
- (c) any ancillary documentation.

31. **THIS COURT ORDERS** that the Receiver shall be entitled to abandon any Disputed Claim, without costs, at its discretion, provided that the Disputed Claim has not yet been referred to the Claims Officer.

32. **THIS COURT ORDERS** that the Receiver shall provide notice to the applicable Subject Member as to whether a Disputed Claim has been referred to the Claims Officer or abandoned, within seven (7) days of the Disputed Claim being so referred or abandoned.

33. **THIS COURT ORDERS** that, subject to further order of the Court, the Claims Officer shall determine the validity and amount of each Disputed Claim referred to the Claims Officer. In doing so, the Claims Officer shall be empowered to determine the process by which further evidence may be brought before him, if necessary, as well as any other procedural matters which may arise in respect of the determination of any Disputed Claim.

34. **THIS COURT ORDERS** that the Claims Officer shall be entitled to decide the Disputed Claims on the basis of the written record contained within the applicable Dispute Package, in his discretion.

35. **THIS COURT ORDERS** that the Claims Officer shall be empowered to make an award of costs against the Subject Member, having regard for the factors set out in Rule 57.01 of the *Rules of Civil Procedure*, as part of his determination of the Disputed Claims. To the extent a Claims Decision affirms a Receiver's Claim, the cost award shall, at minimum, reflect the fees and disbursements incurred by the Claims Officer in determining the validity and amount of a Disputed Claim on a solicitor and client basis.

36. **THIS COURT ORDERS** that, following his determination of each Disputed Claim, the Claims Officer shall prepare a Claims Decision, in writing, and provide a copy of same to the Receiver and the applicable Subject Member.

RIGHT OF APPEAL

37. **THIS COURT ORDERS** that each of the Receiver and the Subject Member shall be entitled to appeal the applicable Claims Decision to the Court by serving upon the other, within the Appeal Period, a notice of appeal returnable on a date to be fixed by this Court.

38. **THIS COURT ORDERS** that if a notice of appeal is not served within such period, then the applicable Claims Decision shall be deemed to be final and binding and there shall be no further right of appeal, review or recourse to the Court from the Claims Decision.

39. **THIS COURT ORDERS** that, following the expiry of the Appeal Period, the Receiver will seek the direction of the Court regarding the procedure for the hearing of the appeals commenced pursuant to paragraph 37 of this Order. All appeals shall proceed as true appeals on the basis of the record before the Claims Officer, and not as hearings *de novo*. The Claims Officer shall not have any role in the appeal process.

40. **THIS COURT ORDERS** that, to the extent that appeals raise common issues, the Receiver may seek to have such appeals consolidated.

41. **THIS COURT ORDERS** that, for clarity, the Receiver shall have the power to settle or abandon any appeals brought pursuant to this Order.

DEFAULT PROCEEDINGS

42. **THIS COURT ORDERS** that any Subject Member who fails to:

- (a) conclude a settlement by the Acceptance of Settlement Deadline; and
- (b) submit a Notice of Dispute by the Notice of Dispute Deadline,

shall be deemed to be in default (the “**Defaulting Subject Members**”).

43. **THIS COURT ORDERS** that each Defaulting Subject Member shall be deemed to admit the truth of all allegations of fact made in the applicable Undefended Claim, including the amount(s) owing by them.

44. **THIS COURT ORDERS** that, upon satisfying the Claims Officer (in his sole discretion) that the Claims Package was duly served on the Subject Member in accordance with this Order, the Receiver shall be entitled to default judgment against the Defaulting Subject Members in the amounts set out in the Undefended Claims.

45. **THIS COURT ORDERS** that, following the passage of the Acceptance of Settlement Deadline and the Notice of Dispute Deadline, the Receiver shall refer the Undefended Claims to the Claims Officer.

46. **THIS COURT ORDERS** that the Claims Officer shall review the Undefended Claims, and shall prepare a Default Judgment Report. The Receiver shall be entitled to an omnibus default judgment against the Defaulting Subject Members, in the amounts set out in the Default Judgment Report, to be issued by the Court.

ISSUANCE OF JUDGMENTS

47. **THIS COURT ORDERS** that following the expiry of the Appeal Period, the Claims Officer shall prepare and file with the Court the Claim’s Officer’s Report.

48. **THIS COURT ORDERS** that the Receiver shall be entitled to judgment against the applicable Subject Members in the amounts identified in the Claims Officer’s Report, and shall bring a motion to the Court for the purpose of obtaining such judgments.

49. **THIS COURT ORDERS** that the Receiver need not provide said Subject Members with notice of this motion for judgment.

50. **THIS COURT ORDERS AND DECLARES** that the Receiver has the authority to exercise the Applicant's right to enforce judgment against a Subject Member by, among other methods, payment of the judgement amount in whole or in part from any distribution from the Applicant's estate to which the Subject Member is entitled.

51. **THIS COURT ORDERS** that, other than by payment from distribution pursuant to paragraph 50 of this Receiver's Collection Plan Order, enforcement of judgments obtained pursuant to this Order against Subject Members shall be stayed until the earlier of the date of closing of a sale of the Resort Property and further Order of this Court.

SERVICE AND NOTICES

52. **THIS COURT ORDERS** that the Receiver may, unless otherwise specified by this Claims Procedure Order, serve and deliver the Receiver's Collection Plan Order, the Claims Package, and any letters, notices or other documents to the Subject Members or any other interested person by forwarding true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email to such persons at the physical or electronic address, as applicable, last shown on the books and records of the Applicant. Any such service and delivery shall be deemed to have been received: (a) if sent by ordinary mail or registered mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

53. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, through the administration of the Receiver's Collection Plan, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at

<https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. 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 upon transmission.

54. **THIS COURT ORDERS** that any notice or communication (including Notices of Dispute) to be given under this Receiver's Collection Plan Order to the Receiver shall be in writing in substantially the form, if any, provided for in this Receiver's Collection Plan Order, and will be sufficiently given only if delivered by email, or if it cannot be given by email by prepaid registered mail, courier or personal delivery, addressed to:

BDO Canada Limited
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Collections

Email: BDOCarriageRidge@bdo.ca

Any such notice or communication shall be deemed to be received upon actual receipt thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

55. **THIS COURT ORDERS** that in the event that this Receiver's Collection Plan Order is later amended by further order of the Court, the Receiver shall post such further order on the Receiver's Website, and such posting shall constitute adequate notice to Subject Members of such amended Receiver's Collection Plan.

56. **THIS COURT ORDERS** that this Receiver's Collection Plan Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*.

NON-SUBJECT MEMBERS

57. **THIS COURT ORDERS** that, to the extent a member of the Applicant, due to the nature of certain of its debts, falls under the definition of Subject Member, it will be treated, and must act, as a Subject Member, as regards only to the Receiver's Claim corresponding to such

debts, even if the member also falls under the definition of Non-subject Members due to the nature of other of its debts.

58. **THIS COURT ORDERS AND DECLARES** that the Receiver has the authority to exercise, in its discretion, the Applicant's rights against a Non-subject Member by, among other methods:

- (a) payment of the amount of any judgment obtained in a legal proceeding commenced against the Non-subject Member; and
- (b) payment of any amount outstanding under the payment plan agreed to between the member and the Applicant's collections agent,

from any distribution from the Applicant's estate to which the Non-subject Member is entitled.

59. **THIS COURT ORDERS AND DECLARES** that:

- (a) where a legal proceeding has been commenced against a Non-subject Member wherein no judgment has yet been obtained or other final resolution reached; or
- (b) where a Non-subject Member is or was bankrupt or in BIA proposal proceedings, and to the extent that the Receiver's Claim is stayed or compromised in such BIA proceedings,

the Receiver may, in its discretion, hold in reserve any distribution from the Applicant's estate to which the Non-subject Member is otherwise entitled pending resolution of such legal proceeding or agreement with the Non-subject Member and/or its trustee in bankruptcy or proposal trustee, as applicable, for distribution from the Non-subject Member's estate to satisfy the amount owed to the Applicant or any lesser amounts accepted in settlement thereof.

COMEBACK HEARING

60. **THIS COURT ORDERS** that any affected party who seeks to vary or set aside any provision of this Receiver's Collection Plan Order in accordance with Rule 37.14 must, within twenty (20) days of this Receiver's Collection Plan Order, set a hearing date with the Court

office, on at least seven (7) days notice to the Receiver. On expiry of such twenty (20) day period, the Receiver may seek to consolidate any such scheduled hearings into a single comeback hearing (the “**Comeback Hearing**”).

MISCELLANEOUS

61. **THIS COURT ORDERS** that the Receiver or the Claims Officer may from time to time apply to this Court to amend, vary or supplement this Receiver’s Collection Plan Order or for advice and directions in the discharge of their respective powers and duties hereunder.

62. **THIS COURT ORDERS** that the filing of a jury notice by any Subject Member is hereby prohibited pursuant to Section 108(3) of the *Courts of Justice Act* (Ontario).

63. **THIS COURT ORDERS** that all Subject Members are required to preserve evidence which they know or ought to know is relevant to a Receiver’s Claim.

64. **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, or abroad, to give effect to this Order and to assist the Receiver, the Claims Officer and their respective 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 and to the Claims Officer, as officers of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Receiver and the Claims Officer and their respective agents in carrying out the terms of this Order.

65. **THIS COURT ORDERS** that each of the Receiver and the Claims Officer 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.

66. **THIS COURT ORDERS** that this Receiver's Collection Plan Order and all of its provisions are effective from the as of 12:01 a.m. Eastern Standard Time on the date of this Order without any need for entry and filing.

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

SCHEDULE "A"
FORM OF INSTRUCTION LETTER

Instruction Letter

Step 1: Review the Receiver's Collection Order, the Receiver's Claim, the Notice to Subject Members and the Settlement Offer delivered along with this Instruction Letter and any other documentation in the Claim Package. Further information with respect to the Receiver's Collection Plan, including the Receiver's Collection Order and the First Report of the Receiver filed with the Court in connection with the Receiver's Collection Plan, is available on the Receiver's website: <https://www.bdo.ca/en-ca/extranets/carriage/>.

Step 2: If you do not dispute the amount of the Receiver's Claim and are prepared to accept the Settlement Offer, you may notify the Receiver in writing of your acceptance and arrange for payment of the Settlement Amount by no later than **thirty (30) days from the date of service of the Settlement Offer** as calculated under paragraph 52 of the Receiver's Collection Order. Any notice or communication to be given to the Receiver must be in writing and delivered by email, or if it cannot be given by email by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Collections

Email: BDCCarriageRidge@bdo.ca

Step 3: If you do dispute the amount of the Receiver's Claim, and do not accept the Settlement Offer, you must complete a **Notice of Dispute** form. State what you disagree with and why, and if there is anything you agree with. Attach copies of any documents that help your case. If you want to pay all or part of the amount owing to the Receiver, state how much you will pay and when you will pay.

Step 4: Deliver your completed Notice of Dispute form and any attachments to the Receiver by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery to the address above, by no later than **thirty (30) days from the date of service of the Settlement Offer** as calculated under paragraph 52 of the Receiver's Collection Order.

NOTE: Any Subject Member who fails to submit either payment of the Settlement Amount or a Notice of Dispute within 30 days from the date of service of the Settlement Offer as calculated under paragraph 52 of the Receiver's Collection Order, shall be deemed to admit the amount(s) owing by them as set out in the Receiver's Claim, and the Receiver shall be entitled to seek default judgment against said Subject Members in the said amounts.

Step 5: Subject to further order of the Court, the Claims Officer appointed to administer the Receiver's Collection Plan may determine the validity and amount of the Receiver's Claim against you if you have filed a Notice of Dispute within the required time lines. Following the determination of the Receiver's Claim against you, the Claims Officer will notify both you and the Receiver of his or her decision, in writing (the "**Claims Decision(s)**").

Step 6: You or the Receiver will be entitled to appeal the Claims Decision to the Court by serving upon the other and filing with the Court, within fifteen (15) calendar days of notification of the Claims Decision (the "**Appeal Period**"), a notice of appeal returnable on a date to be fixed by the Court. If a notice of appeal is not filed within such period, then the Claims Decision shall be deemed to be final and binding upon you.

SCHEDULE "B"
FORM OF NOTICE TO SUBJECT MEMBERS

CARRIAGE RIDGE OWNERS ASSOCIATION COLLECTION PROCESS

NOTICE TO SUBJECT MEMBERS (DELINQUENT MEMBERS)

SUBJECT MEMBERS OF CARRIAGE RIDGE OWNERS ASSOCIATION

Please read this notice carefully as it may affect your legal rights.

If you are a **Delinquent Member** of the Carriage Ridge Owners Association (the "**Association**"), you may be a Subject Member.

PURPOSE OF THIS NOTICE

BDO Canada Limited has been appointed as the receiver (the "**Receiver**"), of the assets, undertakings and properties of the Association and of property and assets of the Carriage Ridge resort in an application commenced by the Association at the Ontario Superior Court of Justice (Commercial List) bearing Court File No. CV-20-00640266-00CL.

By way of an Order of the Honourable Justice Conway dated February 16, 2021 (the "**Receiver's Collection Order**"), the Receiver has established a process (the "**Receiver's Collection Plan**") for the identification and determination of claims by the Receiver against certain members of the Association for unpaid Basic Charges, Special Charges, Personal Charges, late penalties and interest.

You are a Subject Member if you have a delinquent account in connection with your ownership in the resort and you have not already entered into a payment arrangement to satisfy such claim or it is not yet assigned for litigation. If you are a Subject Member, your legal rights will be affected by the Receiver's Collection Plan.

THE RECEIVER'S COLLECTION PLAN

The Receiver's Collection Plan can be summarized as follows:

- a) **Claim Package.** A Subject Member will receive a Claim Package including the Receiver's Claim, this Notice to Subject Members, an Instruction Letter, a blank Notice of Dispute form and a Settlement Offer, along with any other documentation the Receiver may deem appropriate, by mail or email.
- b) **Settlement of Claims.** If you do not dispute the amount of the Receiver's Claim and are prepared to accept the Settlement Offer, you may notify the Receiver in writing of your acceptance and arrange for payment of the Settlement Amount by no later than thirty (30) days from the date of service of the Claim Package (the "**Acceptance of Settlement Deadline**"). Any notice or communication to be given to the Receiver must be in writing and delivered by email, or if it cannot be given by email by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED

20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Collections

Email: BDOCarriageRidge@bdo.ca

- c) **Notice of Dispute.** If you do dispute the amount of the Receiver's Claim, and do not accept the Settlement Offer, you must complete and deliver the **Notice of Dispute** form and any attachments to the Receiver by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery to the address above, by no later than thirty (30) days from the date of service of the Claim Package (the "**Notice of Dispute Deadline**").

NOTE: If a Subject Member fails pay the Settlement Amount or deliver to the Receiver a Notice of Dispute within 30 days of the date of service of this Claims Package as calculated under paragraph 52 of the Receiver's Claims Order, judgment may be given against them in their absence and without further notice.

- d) **Determination of Unsettled Disputes by Claims Officer.** Subject to further order of the Court, the Claims Officer appointed to administer the Receiver's Collection Plan will determine the validity and amount of each disputed Receiver's Claim. Following the determination of the Receiver's Claims, the Claims Officer will notify the Receiver and the applicable Subject Member of his or her decision, in writing (the "**Claims Decision(s)**").
- e) **Right of Appeal.** The Receiver and each Subject Member will be entitled to appeal the Claims Decisions to the Court by serving upon the other and filing with the Court, within fifteen (15) calendar days of notification of the Claims Decisions (the "**Appeal Period**"), a notice of appeal returnable on a date to be fixed by the Court. If a notice of appeal is not filed within such period, then the Claims Decisions shall be deemed to be final and binding.

ADDITIONAL INFORMATION

Further information, including the Receiver's Collection Order and the First Report of the Receiver filed with the Court in connection with the Receiver's Collection Plan, is available on the Receiver's website: <https://www.bdo.ca/en-ca/extranets/carriage/>.

INTERPRETATION

This notice is a summary of the terms of the Receiver's Collection Order. If there is a conflict between the provisions of this notice and the terms of Receiver's Collection Order, the Receiver's Collection Order prevails.

Any party affected by the Receiver's Collection Order should obtain such legal advice as they deem appropriate as soon as possible to address the matters set out in the Receiver's Collection Order.

THIS NOTICE WAS APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

SCHEDULE "C"

FORM OF NOTICE OF DISPUTE

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CARRIAGE RIDGE OWNERS ASSOCIATION by its Court-appointed
receiver, BDO CANADA LIMITED

Claimant

and

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED SCHEDULE A

Respondent

NOTICE OF DISPUTE

Respondent

Last name, or name of company		
First name	Second name	Also known as
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code		Fax no.
Representative (if any)		LSO #
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code		Fax no.

THIS NOTICE OF DISPUTE IS BEING DELIVERED ON BEHALF OF: (Name(s) of respondent(s))

and I/we: (Check as many as apply)

- Dispute the claim made against me/us.
- Admit the full claim and propose the following terms of payment:

\$ _____ per _____ commencing _____, 20 _____ .
(Amount) (Week/month)

Admit part of the claim in the amount of \$ _____ and propose the following terms of payment:

\$ _____ per _____ commencing _____, 20____.

(Amount) (Week/month)

REASONS FOR DISPUTING THE CLAIM AND DETAILS:

Explain what happened, including where and when. Explain why you do not agree with the claim made against you.

If you are relying on any documents, you **MUST** attach copies to the Notice of Dispute. If evidence is lost or unavailable, you **MUST** explain why it is not attached.

What happened?

Where?

When?

Why I/we disagree with all or part of the claim:

ADDITIONAL PAGES ARE ATTACHED BECAUSE MORE ROOM WAS NEEDED.

Prepared on: _____, 20 _____ (Signature of defendant or representative)

This Notice of Dispute should be deliver to the Receiver by email or, if it cannot be given by email, by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Collections
Email: BDOCarriageRidge@bdo.ca

**CARRIAGE RIDGE OWNERS ASSOCIATION, by its Court- and
appointed receiver, BDO CANADA LIMITED**

**THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED
SCHEDULE A**

Claimant

Respondent

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO**

NOTICE OF DISPUTE

SCHEDULE "D"
FORM OF RECEIVER'S CLAIM

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CARRIAGE RIDGE OWNERS ASSOCIATION by its Court-
appointed receiver, BDO CANADA LIMITED

Claimant

and

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED
SCHEDULE A

Respondent

RECEIVER'S CLAIM

TO THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED SCHEDULE A:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Claimant. The details of the claim made against you are set out in the following pages. The amount of the claim against you is set out at Schedule A hereto.

Please refer to the Instruction Letter that was enclosed with this Receiver's Claim for instructions as to how to respond to this Receiver's Claim. A copy of the Instruction Letter may also be found at: <https://www.bdo.ca/en-ca/extranets/carriage/>

NOTE: If you fail to respond to this Receiver's Claim as instructed in the Instruction Letter, judgment may be given against you in your absence and without further notice.

Date: _____

RECEIVER'S CLAIM

1. BDO Canada Limited, in its capacity as Court-appointed receiver over all of the assets, properties and undertakings of (in such capacity, the "Receiver") of the Carriage Ridge Owners Association (the "Claimant") and the Carriage Ridge Resort (as defined below), claims as against the Subject Member identified in Schedule A hereto (the "Subject Member"), damages as set out in Schedule A hereto, consisting of:

- (a) any indebtedness owing to the Claimant by the Subject Member, which was incurred during the period from <*> to January 6, 2021, pursuant to the TSA (as defined below) (the "Indebtedness");
- (b) interest on the Indebtedness calculated at a rate of <*>% per annum in accordance with the TSA (or alternatively, at the rate prescribed by the Courts of Justice Act, R.S.O. 1990 c. C. 43, as amended (the "CJA")), from <*> to the date of judgment;
- (c) post-judgment interest at a rate of <*>% per annum, in accordance with the TSA (or alternatively, at the rate prescribed by the CJA);
- (d) a fee of \$500 representing an estimate of legal and collection costs incurred to the date of issuance of the Receiver's Collection Plan Order (defined below) (the "Issuance Date");
- (e) the Receiver's costs of this proceeding from the Issuance Date on a complete or, in the alternative, substantial indemnity basis, plus all applicable disbursements and taxes; and
- (f) such further and other relief as the Claims Officer (defined below) or the Court may deem just.

Procedural Background

2. The Claimant was established as a not-for-profit entity and incorporated by letter patent on August 6, 1996, as a corporation without share capital under the *Corporations Act* (Ontario) to operate, maintain, improve and protect the Carriage Hill time-sharing resort in Horseshoe Valley, Ontario (the “Carriage Ridge Resort”).
3. The Applicant is comprised of its members (the “Members”), each of whom is an owner as tenant-in-common of an undivided interest in the real property on which the Carriage Ridge Resort operates (the “Resort Property”).
4. The Receiver was appointed by way of the Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “Court”) with effect as of January 6, 2021.
5. By order dated February 16, 2021, the Court authorized the Receiver to collect certain amounts owing to the Applicant by its members, by way of a simplified procedure described therein (the “Receiver’s Collection Plan Order”). A copy of the Receiver’s Collection Plan Order is publicly available at the Receiver’s website located at: <https://www.bdo.ca/en-ca/extranets/carriage/>.
6. Pursuant to the Receiver’s Collection Plan Order, the Court appointed a claims officer (the “Claims Officer”) to adjudicate claims brought pursuant to the Receiver’s Collection Plan Order, including the within Receiver’s Claim.

The TSA

7. The Claimant, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., entered into Time Sharing Agreements dated August 8, 2003 (the “TSA”), each relating to a different phase of development of the Resort Property.
8. The Subject Member is party and signatory to an Adherence Agreement, which binds it to the TSA.
9. The Receiver pleads and relies upon all of the terms of the TSA. Pursuant to the terms of the TSA, the Subject Member agreed, among other things, to pay the following charges, in proportion to the number of time-share intervals owned by the Subject Member, where applicable:
 - (a) the Subject Member’s share of a “Basic Charge” comprised of Carriage Ridge resort expenses (“Resort Expenses”), due yearly, in advance;
 - (b) the Subject Member’s share of any “Special Charge” that may be assessed if the Basic Charges prove to be insufficient to pay Resort Expenses; and
 - (c) any “Personal Charges” resulting from the Subject Member’s own acts, such as telephone charges or repair of damage caused by the Subject Member.

The Subject Member’s Obligations to the Claimant

10. Between the period from <*> to January 6, 2021, the Subject Member incurred the Indebtedness in the form of Basic Charges, Special Charges and Personal Charges in its capacity as a member of the Claimant. Pursuant to the Order of this Court dated July

- 2, 2020, the Subject Member was assessed a \$1,000 Delinquency Fee on October 1, 2020.
11. The Subject Member is also liable under the TSA for all interest accrued and accruing on the Indebtedness. Such interest, along with the Delinquency Fee, now form part of the Indebtedness.
 12. To date, despite the Claimant's and the Receiver's efforts to recover the Indebtedness, the Indebtedness remains outstanding.
 13. The Receiver states that it is entitled to payment of the Indebtedness from the Subject Member, pursuant to the terms of the TSA.
 14. The Receiver further states that by non-payment of the Indebtedness, the Subject Member has been unjustly enriched, to the detriment of the Claimant and the Claimant's other members, for which enrichment there is no juristic reason. The Receiver pleads and relies upon the principle of unjust enrichment and seeks a disgorgement from the Subject Member in an amount equivalent to the Indebtedness.
 15. The Receiver pleads and relies upon the terms of the Receiver's Collection Plan Order, and any applicable Rules and/or statutes referred to therein.
 16. If necessary, this Receiver's Claim may be served on a party outside of Ontario without leave in accordance with Rule 17.02 of the Rules of Civil Procedure because it relates to a contract that was made in Ontario.
 17. This Receiver's Claim will be prosecuted before the Claims Officer in Toronto in accordance with the Receiver's Collection Plan Order.

Date: <*>, 2021

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, Ontario
M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
Tel: (416) 865-3085
E-mail: smitra@airdberlis.com

Sam Babe (LSO # 49498B)
Tel: (416) 865-7718
E-mail: sbabe@airdberlis.com

Lawyers for BDO Canada Limited

CARRIAGE RIDGE OWNERS ASSOCIATION, by its Court- and
 appointed receiver, BDO CANADA LIMITED

Claimant

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED
 SCHEDULE A

Respondent

Court File No. CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
 PROCEEDING COMMENCED AT TORONTO

RECEIVER'S CLAIM

AIRD & BERLIS LLP
 Barristers and Solicitors
 181 Bay Street, Suite 1800
 Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)

Tel: (416) 865-3085

E-mail: smitra@airdberlis.com

Sam Babe (LSO # 49498B)

Tel: (416) 865-7718

E-mail: sbabe@airdberlis.com

Fax (416) 863-1515

Lawyers for the Claimant

IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O

AND IN THE MATTERS OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE RIDGES OWNERS ASSOCIATION

Applicant

Court File No. CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at Toronto

RECEIVER'S COLLECTION ORDER

AIRD & BERLIS LLP
 Barristers and Solicitors
 Brookfield Place
 181 Bay Street, Suite 1800
 Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
 Tel: (416) 865-3085
 E-mail: smitra@airdberlis.com

Sam Babe (LSO # 49498B)
 Tel: (416) 865-7718
 E-mail: sbabe@airdberlis.com

Fax (416) 863-1515

*Lawyers for BDO Canada Limited in its capacity as the
 court-appointed Receiver of Carriage Ridge Owners
 Association*

TAB 3C

Appendix "C"

**TO THE FIRST DEFAULT JUDGMENT REPORT
OF THE CLAIMS OFFICER**

Court File No. CV-20-00640266-00CL

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

THE HONOURABLE MADAM	)	WEDNESDAY, THE 10 TH
)	
JUSTICE CONWAY	)	DAY OF MARCH, 2021

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF **CARRIAGE RIDGE OWNERS
ASSOCIATION**

ORDER

THIS MOTION made by BDO Canada Limited (“**BDO**”), in its capacity as receiver (in such capacity, the “**Receiver**”) over all of the assets, properties and undertakings of the Carriage Ridge Owners Association (the “**Applicant**”) and all the lands and premises on which the Applicant operated the Carriage Ridge Resort, appointed by an Amended and Restated Appointment Order (the “**Receivership Order**”) with effect as of January 6, 2021, for an Order, *inter alia*, (i) approving the Second Report of the Receiver dated March 1, 2021 (the “**Second Report**”) and the activities of the Receiver set out therein, (ii) approving the form and content of the Settlement Proposal to be sent to those of the Applicant’s members (the “**Subject Members**”) who are subject to the Receiver’s Collection Plan Order made February 16, 2021 (the “**Collection Plan Order**”), (iii) amending the timeline of the collection plan set out in the Collection Plan Order, and (iv) approving the engagement of external accountants by the Receiver was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver dated March 1, 2021 (the “**Motion Record**”) and the Second Report, and on hearing the submissions of counsel for the Receiver, counsel for Wyndham Worldwide Corporation and counsel for David and Phyllis Lennox and the submissions of Christopher Diana, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of Christine Doyle sworn March 1, 2021,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record and the Notice of Motion contained therein is hereby validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF ACTIVITIES

2. **THIS COURT ORDERS** that the Second Report and the Receiver’s activities set out therein be and are hereby approved.

SETTLEMENT OFFERS

3. **THIS COURT ORDERS** that the form and substance of the settlement offer to Subject Members (the “**Settlement Offer**”), substantially in the form attached as **Schedule “A”** hereto, is hereby approved with such minor changes as the Receiver may, from time to time, consider necessary or desirable.

4. **THIS COURT ORDERS** that, for purposes of the Settlement Offers, the Discounts, as defined in and calculated in accordance with sections 2.2.3 and 2.2.4 of the Seconds Report, are hereby approved for Subject Members whose accounts, apart from the Court-imposed Delinquency Fee and the Receiver-assessed Collection Fee (as such terms are defined in the Second Report): (a) exceed \$50; and (b) include unpaid fees, reserve fees, property taxes and/or sales taxes.

5. **THIS COURT ORDERS** that the Receiver is authorized and directed not to serve Settlement Offers on Subject Members whose accounts, apart from the Delinquency Fee and the Collection Fee:

- a. include only interest and late fees but no unpaid fees, reserve fees, property taxes or sales taxes; or
- b. do not exceed \$50,

(collectively, the “**Small Account Subject Members**”) until further Order of this Court, and that the Collection Plan Order, including its Schedules, is hereby amended accordingly.

COLLECTION PLAN

6. **THIS COURT ORDERS** that paragraph 10 of the Collection Plan Order is hereby amended to increase the number of days for service of the Claims Package from seven (7) days following the Comeback Date to fourteen (14) days following the Comeback Date (as such capitalized terms are defined in the Collection Plan Order).

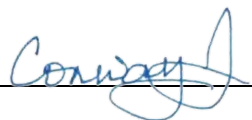
ENGAGEMENT OF ACCOUNTANT

7. **THIS COURT ORDERS** that the engagement of Powell Jones LLP by the Receiver, as authorized by paragraph 4(d) of the Receivership Order and for the purposes described in the Second Report, is hereby approved.

GENERAL

8. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

9. **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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

SCHEDULE “A”

Court File No. CV-20-00640265-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CARRIAGE RIDGE OWNERS ASSOCIATION, by its Court-
appointed receiver, BDO CANADA LIMITED

Claimant

and

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED
APPENDIX “A”

Respondent

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF **CARRIAGE RIDGE OWNERS
ASSOCIATION**

SETTLEMENT OFFER

The Claimant, Carriage Ridge Owners Association (the “**Association**”) by its Court-appointed receiver, BDO Canada Limited (in such capacity, the “**Receiver**”), offers to settle the Receiver’s Claim enclosed with this Settlement Offer on the following terms:

1. The Subject Member shall pay to the Receiver the amount identified as the Proposed Account Settlement as set out on the attached **Appendix “A”** (the “**Settlement Amount**”).

2. For the purpose of encouraging settlements, a litigation avoidance discount, approved by Order of Madam Justice Conway of the Ontario Superior Court of Justice made March 10, 2021 (the “**Discount**”), has been incorporated into the Settlement Amount. The Discount is equal to the aggregate amount of all late fees, administrative fees, accrued financing and other charges assessed by the Association against the Subject Member’s account but does not include any amount in respect of the \$1,000 Delinquency Fee charged pursuant to the Order of Madam Justice Conway made July 2, 2020, or any amount in respect of the \$500 Collection Fee assessed by the Receiver.
3. The Receiver shall accept payment of the Settlement Amount in full and final settlement of the Receiver’s Claim if this Settlement Offer is accepted and payment is made by no later than thirty (30) days from the date of service of this Settlement Offer (the “**Acceptance of Settlement Deadline**”).
4. The Receiver shall provide any Subject Member who pays the Settlement Amount by the Acceptance of Settlement Deadline with confirmation of full and final satisfaction of the Receiver’s Claim and will not deduct the amount of the Discount from any future distribution to which the Subject Member may be entitled.
5. If you wish to accept this Settlement Offer, you must execute Appendix “A” and return the executed document together with the Settlement Amount to the Receiver by the Acceptance Settlement Deadline. The required payment and the executed Settlement Offer may be delivered by prepaid registered mail, courier or personal delivery to:

BDO CANADA LIMITED

20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Collections

6. Note that this Settlement Offer is not made in respect of, nor will acceptance of this Settlement Offer compromise, any amounts owing by the Subject Member to the Association that do not form part of the Receiver's Claim. These excluded amounts will include any amounts subject to:
- (a) a legal proceeding for the collection thereof already commenced by the filing of a claim; or
 - (b) a payment plan agreed to between the member and the Applicant's collections agent, where the member is not in default under such plan.

Date: , 2021

AIRD & BERLIS LLP

Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, Ontario
M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)

Tel: (416) 865-3085
E-mail: smitra@airdberlis.com

Sam Babe (LSO # 49498B)

Tel: (416) 865-7718
E-mail: sbabe@airdberlis.com

Fax (416) 863-1515

*Lawyers for BDO Canada Limited in its
capacity as the court-appointed Receiver of
Carriage Ridge Owners Association*

**Settlement Offer Appendix "A"
Proposed Account Settlement**

Subject Member Name: <*>

Subject Member Carriage Ridge Owners Association Account No.: <*>

Proposed Account Settlement amount = \$<*>

This Settlement Offer must be accepted by return of the acceptance below along with payment of the above amount within thirty (30) days from the date of service of this Settlement Offer.

* * *

In consideration of the Settlement Offer and the Discount contained therein, the undersigned Subject Members hereby accepts the Settlement Offer as of the ____ day of _____, 2021 and encloses herewith irrevocable payment in the amount of the Proposed Account Settlement.

Witness Name:)
)
)
)
)
)
)
)

<*>

**IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O
AND IN THE MATTERS OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE RIDGE OWNERS ASSOCIATION**

Applicant

Court File No. CV-20-00640266-00CL

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

ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
Tel: (416) 865-3085
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Sam Babe (LSO # 49498B)
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Fax (416) 863-1515

*Lawyers for BDO Canada Limited in its capacity as the
court-appointed Receiver of Carriage Ridge Owners
Association*

TAB 3D

Appendix "D"

**TO THE FIRST DEFAULT JUDGMENT REPORT
OF THE CLAIMS OFFICER**



Sam Babe
 Direct: 416.865.7718
 Email: sbabe@airdberlis.com

November 24, 2021

BY EMAIL (tduncan@foglers.com)

Tim Duncan, Claims Officer
c/o Fogler, Rubinoff LLP
 77 King Street West, Suite 3000
 Toronto, Ontario M5K 1G8

Dear Mr. Duncan:

**Re: In the Matter of the Administration Proceedings of Carriage Hills
 Vacation Owners Association (Court File No. CV-20-00640265-00CL)**

**And Re: In the Matter of the Administration Proceedings of Carriage Ridge
 Owners Association (Court File No. CV-20-00640266-00CL)**

And Re: Omnibus Default Proceedings against Defaulting Subject Members

We are counsel to BDO Canada Limited in its capacity as receiver (the “**Receiver**”) of each of the Carriage Hills Vacation Owners Association and the Carriage Ridge Owners Association (collectively, the “**Associations**”). We write to you in your capacity as Claims Officer, appointed pursuant to Receiver’s Collection Plan Orders made in the above-referenced proceedings on February 16, 2021 (as amended by Orders dated March 10, 2021, the “**Collection Plan Orders**”).

All capitalized terms not otherwise defined in this letter shall have the meanings assigned to them in the Collection Plan Orders.

Pursuant to paragraph 44 of the Collection Plan Orders, the Receiver is entitled to default judgment against Defaulting Subject Members if the Receiver satisfies the Claims Officer that the Claims Packages were served in accordance with the Orders. To that end, this letter sets out the actions taken by the Receiver in respect of service of Claims Packages upon Defaulting Subject Members. Where such actions have been the subject of prior reporting to the Court by the Receiver or are the subject of affidavits previously provided to the Claims Officer, we provide the applicable citations for ease of reference.

Paragraph 10 of the Collection Plan Orders requires the Receiver to have sent a Claims Package to each Subject Member within fourteen days of the Comeback Date, either by mail or by email. Since there was no Comeback Hearing held, the Comeback Date was, pursuant to subparagraph 2(j) of the Collection Plan Orders, March 8, 2021. The deadline for service of the Claims Package was, accordingly, March 22, 2021.

As stated in the applicable Affidavits of Mailing of Vanessa Flis, sworn June 24, 2021, previously provided to you, the Claims Packages were either sent by mail on March 18, 2021 or by email on March 19, 2021, ahead of the March 22 deadline. These actions were also reported at

November 24, 2021
Page 2

subsections 2.1.1 (t) through (w) of the Receiver's Third Report to the Court, dated April 16, 2021 (the "**Third Report**").

Prior to service of the Claims Packages, the Receiver also gave the required notice of the Collection Plan Orders as follows:

- (a) in accordance with paragraph 7 of the Collection Plan Orders, the Receiver caused copies of the Collection Plan Orders to be mailed or emailed to the Subject Members on February 21, 22, 23 or 24, 2021, as stated in the applicable Affidavits of Mailing of Vanessa Flis, sworn June 24, 2021, previously provided to you, and as reported at subsections 2.1.1 (f) and (g) of the Third Report;
- (b) in accordance with paragraph 8 of the Collection Plan Orders, the Receiver posted the Collection Plan Orders to its website on February 18, 2021 at the following urls:
 - (i) <https://www.bdo.ca/BDO/media/Extranets/carriage/Collection-Plan-Order-Hills-February-16,-2021.pdf>; and
 - (ii) <https://www.bdo.ca/BDO/media/Extranets/carriage/Collection-Plan-Order-Ridge-February-16,-2021.pdf>;
- (c) in accordance with paragraph 9 of the Collection Plan Orders, the Receiver arranged for notices of the Collection Plan Orders to be published in the national edition of *The Globe and Mail* on February 20, 2021, a digital copy of which published notices was previously provided to you; and
- (d) in accordance with paragraph 11 of the Collection Plan Orders, the Receiver posted the Collection Plan Orders to, together with the forms of Instruction Letter, Notice to Subject Members and Notice of Dispute scheduled thereto, on the Receiver's website on February 22, 2021 at the following urls:
 - (i) <https://www.bdo.ca/BDO/media/Extranets/carriage/Collection-Order-documents-Carriage-Hills.pdf>;
 - (ii) <https://www.bdo.ca/BDO/media/Extranets/carriage/Collection-Order-documents-Carriage-Ridge.pdf>; and

The Receiver served the Claims Packages based on contact details contained in the Associations' records, with such records updated for instances where Subject Members made the Receiver aware of an address change. All Claims Packages were sent by ordinary mail except in certain cases where emails were sent to international Subject Members (in addition to ordinary mail) or where emails were sent in accordance with paragraph 52 of the Collection Plan Orders to Subject Members for whom the Receiver did not have an ordinary mailing address. The details of what Subject Members were served by which means are contained in the applicable Vanessa Flis Affidavits of Mailing.

As noted in the listing of Defaulting Subject Members provided to the Claims Officer by the Receiver, certain mailed Claims Packages were returned, undeliverable. Pursuant to section 13.01 of the Associations' Time Sharing Agreements (the "**TSAs**"), Association members are required to maintain up to date contact information on file with the Associations and any notice

November 24, 2021
Page 3

mailed to a member's address on file will be deemed to have been received, regardless of whether it was actually received.

For your reference, the TSAs can be found in the Associations' original Application Records (the "**Application Records**") as follows:

- (a) <https://www.bdo.ca/BDO/media/Extranets/carriage/Carriage-Hills-Application-Record-dated-April-30-2020.pdf> (starting at page 46 of the PDF); and
- (b) <https://www.bdo.ca/BDO/media/Extranets/carriage/Carriage-Ridge-Application-Record-dated-April-30-2020.pdf> (starting at page 44 of the PDF).

As stated at paragraphs 18 and 19 of the Affidavit of Darren Chappelle sworn April 30, 2020 and contained in the Application Records (the "**Chappelle Affidavit**"), every Association member signed the same TSAs. For your reference, the Chappelle Affidavit can be found at page 18 of the above Application Records PDFs.

We confirm that each of the Subject Members identified on the lists sent to Claims Officer by the Receiver on July 20, 2021 (and subject to corrections sent on August 5, 2021), did not conclude a settlement by the Acceptance of Settlement Deadline or an submit a Notice of Dispute by the Notice of Dispute Deadline. As a result, each such Subject Member is a Defaulting Subject Member. Pursuant to paragraph 43 of the Collection Plan Orders, each Defaulting Subject Member is deemed to admit the truth of all allegations of fact made in the applicable Undefended Claim.

We trust that, based on the actions outlined in this letter, the Claims Officer will be satisfied that the Claims Packages were served in accordance with the Collection Plan Orders and will be able prepare a Default Judgment Report confirming that such service was sufficient. The Receiver will rely on that Default Judgment Report in bringing a motion for a omnibus default judgment against the Defaulting Subject Members.

Please contact us if your have any questions or require additional information.

Yours truly,

AIRD & BERLIS LLP



Sam Babe

cc: Matthew Marchand (marchand@bdo.ca)
Sanjeev Mitra (smitra@airdberlis.com)

46495230.2

TAB 3E

Appendix "E"

**TO THE FIRST DEFAULT JUDGMENT REPORT
OF THE CLAIMS OFFICER**

Texans face water service disruptions as power grid is restored

CALLAGHAN O'HARE HOUSTON

In the latest fallout from a crippling winter storm, more than 14 million Texans on Friday had to endure disrupted water service, leaving many longing for a hot shower just as the state's power grid jerked back to life after five days of blackouts.

All the state's power plants were functioning again, although more than 195,000 homes remained without electricity on Friday morning, and residents of 160 of Texas's 254 counties had water service disruptions, according to the Texas Commission on Environmental Quality.

Nearly two dozen deaths have been attributed to the cold snap. Officials say they suspect many more have died, but the bodies have not been discovered.

A warming trend is expected to relieve some of the pressure on the region on Saturday, the National Weather Service said.

"One more night of below freezing temperatures at some areas, then a warm up is expected into the weekend," the weather service's Houston office wrote on Twitter on Friday.

Bitter cold weather and snow have paralyzed Texas since Sunday, shutting down much of the state's electricity grid and freezing pipes and waterways, leaving communities across the state either without water altogether or forced to boil it for safety.

Monday was the third coldest day since record keeping began, according to Texas state climatologist John Nielsen-Gammon, with a statewide average temperature of -8.5 C, citing records dating back to 1899.

That same day, temperatures in the state capital of Austin dropped below those in parts of Alaska.

Jennifer Jordan, 54, of Midlothian, just south of Dallas, said she and her husband were without power even though the family's online account with the provider indicated their issues had been "resolved."

"I have no power at my house — not one drop of power," the high-school special-education teacher said in an interview. "It's really hard. You are really longing to get a hot shower, eat a hot meal."

But even as services in many neighbourhoods return, broken pipes and other damage continue to render some homes uninhabitable.

In Houston on Friday, plumbers worked to repair pipes that froze and ruptured in Drew Alinscough's 1920s bungalow, damaging several rooms. Water service has been returned to his block, but remains turned off for their home as repairs continue.

"Right now, we're not really able to live in there," said the 33-year-old engineer, who has been staying with his in-laws for the past several days. "Hopefully, by this weekend we'll be able to have everything cleaned up enough."

In parts of the state, frozen roads remained impassable. Ice-downed lines and other issues had utility workers scrambling to reconnect homes to power, while oil and gas producers look for ways to renew output.

Hospitals in some hard-hit areas ran out of water and transferred patients elsewhere. Millions of people were ordered to boil their drinking water after water-treatment plants lost power, which could allow harmful bacteria to proliferate.

In Houston, a mass distribution of bottled water opened at Delmar Stadium on Friday, the city's Office of Emergency Management said. Around midday, the line of cars waiting to enter the stadium stretched for at least half a mile, one police officer told Reuters.

Speaking at the stadium distribution site, Houston Mayor Sylvester Turner said the city aimed to distribute more than one million bottles of water to its residents on Friday and that another mass distribution would take place on Saturday.

A boil-water order for the city might be lifted as soon as Monday, he said.

Lina Hidalgo, the top elected official in Harris County, which encompasses Houston, said she was pleased with progress, but warned residents to brace for more hardship.

REUTERS

CARRIAGE HILLS VACATION OWNERS ASSOCIATION COLLECTION PROCESS NOTICE TO SUBJECT MEMBERS (DELINQUENT MEMBERS) SUBJECT MEMBERS OF CARRIAGE HILLS VACATION OWNERS ASSOCIATION

Please read this notice carefully as it may affect your legal rights.

If you are a **Delinquent Member** of the Carriage Hills Vacation Owners Association (the "**Association**"), you may be a Subject Member.

PURPOSE OF THIS NOTICE

BDO Canada Limited has been appointed as the receiver (the "**Receiver**"), of the assets, undertakings and properties of the Association and of property and assets of the Carriage Hills resort in an application commenced by the Association at the Ontario Superior Court of Justice (Commercial List) bearing Court File No. CV-20-00640265-00CL.

By way of an Order of the Honourable Justice Conway dated February 16, 2021 (the "**Receiver's Collection Order**"), the Receiver has established a process (the "**Receiver's Collection Plan**") for the identification and determination of claims by the Receiver against certain members of the Association for unpaid Basic Charges, Special Charges, Personal Charges, late penalties and interest.

You are a Subject Member if you have a delinquent account in connection with your ownership in the resort and you have not already entered into a payment arrangement to satisfy such claim or it is not yet assigned for litigation. If you are a Subject Member, your legal rights will be affected by the Receiver's Collection Plan.

THE RECEIVER'S COLLECTION PLAN

The Receiver's Collection Plan can be summarized as follows:

- Claim Package.** A Subject Member will receive a Claim Package including the Receiver's Claim, this Notice to Subject Members, an Instruction Letter, a blank Notice of Dispute form and a Settlement Offer, along with any other documentation the Receiver may deem appropriate, by mail or email.
- Settlement of Claims.** If you do not dispute the amount of the Receiver's Claim and are prepared to accept the Settlement Offer, you may notify the Receiver in writing of your acceptance and arrange for payment of the Settlement Amount by no later than thirty (30) days from the date of service of the Claim Package (the "**Acceptance of Settlement Deadline**"). Any notice or communication to be given to the Receiver must be in writing and delivered by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5
Attention: Carriage Hills Collections
Email: BDOCarriageHills@bdo.ca

- Notice of Dispute.** If you do dispute the amount of the Receiver's Claim, and do not accept the Settlement Offer, you must complete and deliver the **Notice of Dispute** form and any attachments to the Receiver by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery to the address above, by no later than thirty (30) days from the date of service of the Claim Package (the "**Notice of Dispute Deadline**").

NOTE: If a Subject Member fails to pay the Settlement Amount or deliver to the Receiver a Notice of Dispute within 30 days of the date of service of this Claims Package as calculated under paragraph 52 of the Receiver's Claims Order, judgment may be given against them in their absence and without further notice.

- Determination of Unsettled Disputes by Claims Officer.** Subject to further order of the Court, the Claims Officer appointed to administer the Receiver's Collection Plan will determine the validity and amount of each disputed Receiver's Claim. Following the determination of a Receiver's Claims, the Claims Officer will notify the Receiver and the applicable Subject Member of his or her decision, in writing (the "**Claims Decision(s)**").

- Right of Appeal.** The Receiver and each Subject Member will be entitled to appeal the Claims Decisions to the Court by serving upon the other, within fifteen (15) calendar days of notification of the Claims Decisions (the "**Appeal Period**"), a notice of appeal returnable on a date to be fixed by the Court. If a notice of appeal is not filed within such period, then the Claims Decisions shall be deemed to be final and binding.

ADDITIONAL INFORMATION

Further information, including the Receiver's Collection Order and the First Report of the Receiver filed with the Court in connection with the Receiver's Collection Plan, is available on the Receiver's website: <https://www.bdo.ca/en-ca/extranets/carriage/>.

INTERPRETATION

This notice is a summary of the terms of the Receiver's Collection Order. If there is a conflict between the provisions of this notice and the terms of Receiver's Collection Order, the Receiver's Collection Order prevails.

Any party affected by the Receiver's Collection Order should obtain such legal advice as they deem appropriate as soon as possible to address the matters set out in the Receiver's Collection Order.

THIS NOTICE WAS APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

CARRIAGE RIDGE OWNERS ASSOCIATION COLLECTION PROCESS NOTICE TO SUBJECT MEMBERS (DELINQUENT MEMBERS) SUBJECT MEMBERS OF CARRIAGE RIDGE OWNERS ASSOCIATION

Please read this notice carefully as it may affect your legal rights.

If you are a **Delinquent Member** of the Carriage Ridge Owners Association (the "**Association**"), you may be a Subject Member.

PURPOSE OF THIS NOTICE

BDO Canada Limited has been appointed as the receiver (the "**Receiver**"), of the assets, undertakings and properties of the Association and of property and assets of the Carriage Ridge resort in an application commenced by the Association at the Ontario Superior Court of Justice (Commercial List) bearing Court File No. CV-20-00640266-00CL.

By way of an Order of the Honourable Justice Conway dated February 16, 2021 (the "**Receiver's Collection Order**"), the Receiver has established a process (the "**Receiver's Collection Plan**") for the identification and determination of claims by the Receiver against certain members of the Association for unpaid Basic Charges, Special Charges, Personal Charges, late penalties and interest.

You are a Subject Member if you have a delinquent account in connection with your ownership in the resort and you have not already entered into a payment arrangement to satisfy such claim or it is not yet assigned for litigation. If you are a Subject Member, your legal rights will be affected by the Receiver's Collection Plan.

THE RECEIVER'S COLLECTION PLAN

The Receiver's Collection Plan can be summarized as follows:

- Claim Package.** A Subject Member will receive a Claim Package including the Receiver's Claim, this Notice to Subject Members, an Instruction Letter, a blank Notice of Dispute form and a Settlement Offer, along with any other documentation the Receiver may deem appropriate, by mail or email.
- Settlement of Claims.** If you do not dispute the amount of the Receiver's Claim and are prepared to accept the Settlement Offer, you may notify the Receiver in writing of your acceptance and arrange for payment of the Settlement Amount by no later than thirty (30) days from the date of service of the Claim Package (the "**Acceptance of Settlement Deadline**"). Any notice or communication to be given to the Receiver must be in writing and delivered by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5
Attention: Carriage Ridge Collections
Email: BDOCarriageRidge@bdo.ca

- Notice of Dispute.** If you do dispute the amount of the Receiver's Claim, and do not accept the Settlement Offer, you must complete and deliver the **Notice of Dispute** form and any attachments to the Receiver by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery to the address above, by no later than thirty (30) days from the date of service of the Claim Package (the "**Notice of Dispute Deadline**").

NOTE: If a Subject Member fails pay the Settlement Amount or deliver to the Receiver a Notice of Dispute within 30 days of the date of service of this Claims Package as calculated under paragraph 52 of the Receiver's Claims Order, judgment may be given against them in their absence and without further notice.

- Determination of Unsettled Disputes by Claims Officer.** Subject to further order of the Court, the Claims Officer appointed to administer the Receiver's Collection Plan will determine the validity and amount of each disputed Receiver's Claim. Following the determination of the Receiver's Claims, the Claims Officer will notify the Receiver and the applicable Subject Member of his or her decision, in writing (the "**Claims Decision(s)**").

- Right of Appeal.** The Receiver and each Subject Member will be entitled to appeal the Claims Decisions to the Court by serving upon the other, within fifteen (15) calendar days of notification of the Claims Decisions (the "**Appeal Period**"), a notice of appeal returnable on a date to be fixed by the Court. If a notice of appeal is not filed within such period, then the Claims Decisions shall be deemed to be final and binding.

ADDITIONAL INFORMATION

Further information, including the Receiver's Collection Order and the First Report of the Receiver filed with the Court in connection with the Receiver's Collection Plan, is available on the Receiver's website: <https://www.bdo.ca/en-ca/extranets/carriage/>.

INTERPRETATION

This notice is a summary of the terms of the Receiver's Collection Order. If there is a conflict between the provisions of this notice and the terms of Receiver's Collection Order, the Receiver's Collection Order prevails.

Any party affected by the Receiver's Collection Order should obtain such legal advice as they deem appropriate as soon as possible to address the matters set out in the Receiver's Collection Order.

THIS NOTICE WAS APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)



WHAT MAKES THE MOST SENSE FOR YOUR MONEY?

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Join our Facebook group at facebook.com/groups/genymoney

TAB 3F

Appendix "F"

**TO THE FIRST DEFAULT JUDGMENT REPORT
OF THE CLAIMS OFFICER**

Equiant Number	Member Name	Sum of MAINT FEE	Sum of RESERVE FEE	Sum of PROP TAX	Sum of HST FEE	Sum of SERV FEE	Sum of LATE CHG	Sum of ADMIN FEE	Sum of NSF CHG	Sum of COLL FEE	Sum of FIN CHG	Sum of NET RECEIVABLE - Jan 2021	Interest (30%) - Sept 2020 - Jan 2021	Delinquency	Admin	Jan 31 AR - Receiver's Claim	Mailed/Em ailed/Both	Mailing Package Sent - Date	Reversal of Delinquency Fees for Duplicate Accounts	Adjusted Balance Owing
250251007305	COULTER, MAGDALENA	37.55	9.91	2.91	6.49	-	11.59	-	-	-	5.81	74.26	7	-	500	581.37	Mailed	18-Mar-21	581.37	
250251005037	PEREDES, JASMIN	72.52	18.29	4.98	11.93	-	31.43	-	-	-	10.96	150.11	13	-	500	663.58	Mailed	18-Mar-21	663.58	
250251000950	WITTEMAN, LYNN	120.84	30.33	8.27	19.72	-	35.91	-	-	-	44.85	259.92	22	1,000	500	1,782.32	Mailed	18-Mar-21	1,782.32	
250251000206	HOOSAIN, YASMIN	215.11	54.27	14.71	35.24	-	63.98	-	-	-	79.85	463.16	40	1,000	500	2,003.08	Mailed	18-Mar-21	2,003.08	
250251003118	LOBO, EMILA	311.87	92.30	25.07	53.18	-	96.67	-	-	-	265.39	844.48	60	1,000	500	2,404.78	Mailed	18-Mar-21	2,404.78	
250251007768	SAMUEL, KEMBA	327.71	82.02	22.12	53.26	-	297.02	-	-	-	371.29	1,153.42	61	1,000	500	2,714.06	Mailed	18-Mar-21	2,714.06	
250251002903	MAHLER, MARK	330.48	201.11	18.14	94.61	-	45.79	-	-	-	484.61	1,174.74	81	1,000	500	2,755.28	Mailed	18-Mar-21	2,755.28	
250251001370	YAP, ALECIA SE WEN	1,003.21	251.11	67.73	163.06	-	82.80	(55.30)	-	-	97.00	1,609.61	186	1,000	500	3,295.25	Mailed	18-Mar-21	3,295.25	
250251006433	HADDAD, DAN	752.40	188.34	50.79	122.31	-	445.54	-	-	-	102.10	1,661.48	139	1,000	500	3,300.71	Mailed	18-Mar-21	3,300.71	
250251007161	SZARZEC, PETER	706.70	251.11	67.73	163.06	-	237.72	-	-	-	297.19	1,723.51	149	1,000	500	3,372.09	Mailed	18-Mar-21	3,372.09	
250251007170	BAKER, JAMES	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	1,782.13	186	1,000	500	3,467.77	Mailed	18-Mar-21	3,467.77	
250251000383	MAIA, JOHN	705.16	186.42	52.55	116.18	-	415.51	-	-	-	374.05	1,849.87	133	1,000	500	3,482.41	Mailed	18-Mar-21	3,482.41	
250251003867	ACOSTA, CARLOS ROBERTO	618.04	251.11	68.14	144.61	-	216.38	-	-	-	595.09	1,893.37	135	1,000	500	3,528.61	Mailed	18-Mar-21	3,528.61	
250251004809	DICKS, STACEY ALEX	671.89	195.93	53.18	112.83	-	458.68	-	-	-	457.37	1,949.88	129	1,000	500	3,579.11	Mailed	18-Mar-21	3,579.11	
250251007656	MCEACHNIE, CANDICE	842.72	251.11	67.73	163.06	-	264.92	-	-	-	331.19	1,920.73	166	1,000	500	3,586.31	Mailed	18-Mar-21	3,586.31	
250251007104	DEACHMAN, CRISTINA	933.60	251.11	67.73	163.06	-	297.02	-	-	-	261.24	1,973.76	177	1,000	500	3,650.70	Mailed	18-Mar-21	3,650.70	
250251001526	WELLS, LORIANNE	1,051.14	216.22	-	209.21	-	148.51	-	-	-	369.11	1,994.19	185	1,000	500	3,678.76	Mailed	18-Mar-21	3,678.76	
250251007406	SNYCKERS, ANASTASIA	935.34	234.21	63.17	152.09	-	286.96	-	-	-	346.20	2,017.97	173	1,000	500	3,691.07	Mailed	18-Mar-21	3,691.07	
250251005556	BERGNER, LOU	860.15	225.62	61.03	141.32	-	333.50	-	-	-	435.80	2,057.42	161	1,000	500	3,718.44	Mailed	18-Mar-21	3,718.44	
250251005062	LAHTINEEN, SUSAN	842.74	251.11	67.73	163.06	-	297.02	-	-	-	436.57	2,058.23	166	1,000	500	3,723.81	Mailed	18-Mar-21	3,723.81	
250251007343	BURRILL, NEIL	951.40	251.11	67.73	163.06	-	286.66	-	-	-	358.31	2,078.27	179	1,000	500	3,757.43	Mailed	18-Mar-21	3,757.43	
250251006986	HENDRY, MICHAEL	962.00	251.11	67.73	163.06	-	288.78	-	-	-	360.99	2,093.67	180	1,000	500	3,774.16	Mailed	18-Mar-21	3,774.16	
250251006371	BYERS, JAMES	976.08	251.11	67.73	163.06	-	291.60	-	-	-	364.50	2,114.08	182	1,000	500	3,796.33	Mailed	18-Mar-21	3,796.33	
250251007659	LIPPETT, CHRISTINE	987.70	251.11	67.73	163.06	-	293.92	-	-	-	367.40	2,130.92	184	1,000	500	3,814.62	Mailed	18-Mar-21	3,814.62	
250251000666	WILHOITE, JAWANNA YVONNE	987.79	251.11	67.73	163.06	-	293.94	-	-	-	367.41	2,131.04	184	1,000	500	3,814.75	Mailed	18-Mar-21	3,814.75	
250251003202	MOORE, CINDY	987.86	251.11	67.73	163.06	-	293.96	-	-	-	367.41	2,131.13	184	1,000	500	3,814.85	Mailed	18-Mar-21	3,814.85	
250251007689	101204575 SASKATCHEWAN LTD,	995.03	251.11	67.73	163.06	-	295.38	-	-	-	369.21	2,141.52	185	1,000	500	3,826.14	Mailed	18-Mar-21	1,000.00	
250251006359	IUELE, FRANCESCA	995.21	251.11	67.73	163.06	-	295.42	-	-	-	369.29	2,141.82	185	1,000	500	3,826.46	Mailed	18-Mar-21	3,826.46	
250251007412	CRUICKSHANK, DENISE	997.62	251.11	67.73	163.06	-	295.90	-	-	-	369.89	2,145.31	185	1,000	500	3,830.25	Mailed	18-Mar-21	3,830.25	
250251003892	ANTOLIN, META	779.26	251.11	68.14	144.61	-	248.62	-	-	-	683.75	2,175.49	155	1,000	500	3,830.88	Mailed	18-Mar-21	3,830.88	
250251007535	RYGAS, AGNES MARIA	998.52	251.11	67.73	163.06	-	296.08	-	-	-	370.10	2,146.60	185	1,000	500	3,831.65	Mailed	18-Mar-21	3,831.65	
250251001387	BREAULT, PAUL	999.21	251.11	67.73	163.06	-	296.22	-	-	-	370.29	2,147.62	185	1,000	500	3,832.76	Mailed	18-Mar-21	3,832.76	
250251008312	SIMARD, DENIS	1,003.01	251.11	67.73	163.06	-	296.98	-	-	-	371.21	2,153.10	186	1,000	500	3,838.71	Mailed	18-Mar-21	3,838.71	
250251001437	Boyd, Jeanette	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251000025	LIBRACH, BARBARA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	1,000.00	
250251000116	CHEUNG, ANNIE	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251000346	SLEUGH, SEDRICK	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	1,000.00	
250251000531	NAVA, NARCISO	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251000554	AU-MIRSALEMI, EBRAHIM	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251000685	GEORGE, LINA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	1,000.00	
250251000756	CAMPBELL, NEIL	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251000794	ROUFAIEL, NADIA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251000977	TRELEAVEN, MARK	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251001403	AUGER, JONATHAN	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	1,000.00	
250251001519	CASTILLO, JAIME	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251001747	LALONDE, LISE	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251001875	RANDHAWA, RAJWINDER	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251001957	PIMENTEL, DUARTE	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251002847	POLLARD-MCFARLANE, DIANE MARI	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251003617	LAMBERT, BRYAN	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251004084	COGSWELL, DAVID	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251004199	THORBURN, WILLIAM	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251004683	LEE, CHIA CHIN	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	1,000.00	
250251004738	JONES, RITA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251004892	SCHUBERT, ANNA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251005112	KOCH, CAROL	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	1,000.00	
250251005206	AUGER, JONATHAN	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251005235	SLEUGH, SEDRICK	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251005304	LEE, CHIA CHIN	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251005616	PANAS, DANUAL	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
2																				

250251007763	BRADY, BONNIE	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251007900	KARABABAS, MARIA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251007924	101204575 SASKATCHEWAN LTD,	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	1,000.00
250251007925	101204575 SASKATCHEWAN LTD,	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251008184	DAVIS, ALVIN FLOYD	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251008266	LALONDE, LISA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251008298	DRAYCOTT, DEANNA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	1,000.00
250251008368	DRAGOSITS, JOCELYN	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06	
250251007189	CORDERY, THOMAS	1,003.21	251.11	67.73	163.06	-	307.09	-	-	371.29	2,163.49	186	1,000	500	3,849.13	Mailed	18-Mar-21	3,849.13	
250251003444	LUNN, JOHN	1,003.21	251.11	67.73	163.06	-	429.53	-	-	371.29	2,285.93	186	1,000	500	3,971.57	Mailed	18-Mar-21	3,971.57	
250251001358	DUNLAP, AARON MARTIN	858.66	250.35	67.93	144.17	-	264.62	-	-	726.65	2,312.38	165	1,000	500	3,977.52	Mailed	18-Mar-21	3,977.52	
250251005323	BEAUDROW, DAVID KEVIN	858.00	251.11	68.14	144.61	-	264.38	-	-	727.09	2,313.33	165	1,000	500	3,978.56	Mailed	18-Mar-21	3,978.56	
250251006787	ROWE, DONALD	1,003.21	251.11	67.73	163.06	-	440.14	-	-	371.29	2,296.54	186	1,000	500	3,982.18	Mailed	18-Mar-21	3,982.18	
250251007597	KERR, JAMES	860.37	251.11	68.14	144.61	-	264.84	-	-	728.41	2,317.48	166	1,000	500	3,983.01	Mailed	18-Mar-21	3,983.01	
250251006785	YOUNG, LEONORA	860.52	251.11	68.14	144.61	-	264.88	-	-	728.42	2,317.68	166	1,000	500	3,983.23	Mailed	18-Mar-21	3,983.23	
250251001506	IMPERIAL, JOHN	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251001625	ECKHARDT, KARREN	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251001922	BOYD, DARREN	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251002114	BUTT, MAZHAR MAHMOOD	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251002594	SMITH, CHRISTOPHER	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251002784	COOK, WAYNE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	1,000.00
250251002879	WINSTONE, CANDACE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251002950	TAGABING, VIC	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	1,000.00
250251003652	LOWRIE, JUNE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251004393	CEPEDA, HUGO	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	1,000.00
250251005213	SAUNDERS, DENISE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251005286	JUVENILE DIABETES RESEARCH JDRF,	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251005670	LEES, PAMELA	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	1,000.00
250251006366	HAGHIGHI, BEHZAD	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251006823	HO, GAVIN	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251006928	GILL, SANDRA	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	1,000.00
250251007102	SWACKHAMER, CHARLES	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	1,000.00
250251007232	RUTTLE, EARL	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	1,000.00
250251007322	MARTHUR, TERENCE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251007608	YOUNG, GEAROLD	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251007739	DAGUANNO, FRANCESCA	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251007767	MARTINKO, LAWRENCE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251007885	YOUNG, LENNOX	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251007960	BENETAU, CHERIE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251008032	LEES, PAMELA	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251008105	JAGJIWAN, JAYESH	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251008485	WORLDWIDE VACATION FIVE STAR P	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251103557	MITCHELL, DIANE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	3,984.62	
250251004016	RAMIREZ, LUIS FERNANDO	861.25	251.11	68.14	144.61	-	290.96	-	-	728.85	2,344.92	166	1,000	500	4,010.56	Mailed	18-Mar-21	4,010.56	
250251000694	PUGH, LAURI	1,003.21	251.11	67.73	163.06	-	429.53	-	-	470.67	2,385.31	186	1,000	500	4,070.95	Mailed	18-Mar-21	4,070.95	
250251007127	DONAHUE, LAWRENCE	1,003.21	424.68	67.73	163.06	-	297.02	-	-	414.69	2,370.39	207	1,000	500	4,077.73	Mailed	18-Mar-21	4,077.73	1,000.00
250251100615	LUNDRIGAN, KEVIN	1,135.36	289.84	78.29	185.38	-	337.86	-	-	483.35	2,510.08	211	1,000	500	4,221.19	Mailed	18-Mar-21	4,221.19	
250251003611	MORDEN, TODD	1,148.86	295.99	80.97	189.73	-	525.82	-	-	486.50	2,727.87	214	1,000	500	4,442.31	Mailed	18-Mar-21	4,442.31	1,000.00
250251008345	MORDEN, TODD	1,163.09	295.99	80.97	189.73	-	527.61	-	-	493.61	2,751.00	216	1,000	500	4,467.22	Mailed	18-Mar-21	4,467.22	
250251004840	MACINTOSH, KAREN	1,206.64	308.21	84.50	196.94	-	923.68	-	25.00	221.54	2,966.51	225	1,000	500	4,691.05	Mailed	18-Mar-21	4,691.05	
250251007847	SAJONAS, MICHAEL	1,214.86	340.14	94.60	214.36	-	557.07	-	-	587.92	3,008.95	233	1,000	500	4,741.95	Mailed	18-Mar-21	4,741.95	
250251005090	BACUS, ROBERT	1,172.75	396.86	110.60	249.57	-	565.45	-	-	593.61	3,088.84	241	1,000	500	4,830.06	Mailed	18-Mar-21	4,830.06	
250251006896	PARMESHWAR, MOONEA	1,566.47	206.81	135.75	230.52	-	448.10	-	-	534.90	3,122.55	267	1,000	500	4,889.99	Mailed	18-Mar-21	4,889.99	
250251001365	SHAW, TIMOTHY WILLIAM	1,816.99	479.39	134.87	298.53	-	523.43	-	-	-	3,253.21	341	1,000	500	5,094.43	Mailed	18-Mar-21	5,094.43	
250251007753	FORTIER, JULES	1,475.72	387.69	107.92	244.13	-	703.64	-	-	736.49	3,655.59	277	1,000	500	5,432.52	Mailed	18-Mar-21	5,432.52	1,000.00
250251002519	DONNELLY, SAMUEL	1,246.97	374.04	124.06	247.14	-	640.12	-	-	1,107.34	3,739.67	249	1,000	500	5,488.70	Mailed	18-Mar-21	5,488.70	
250251006176	SPEEDE, ALYMA	1,399.45	575.44	67.73	163.06	-	895.86	-	-	767.89	3,869.43	276	1,000	500	5,645.14	Mailed	18-Mar-21	5,645.14	
250251006964	BRUSH, CAROL	1,386.31	348.10	112.26	225.50	-	679.17	-	-	1,139.61	3,890.95	259	1,000	500	5,649.97	Mailed	18-Mar-21	5,649.97	
250251002710	STYLES, PAUL M	1,508.26	399.98	135.86	268.78	-	511.31	-	-	1,272.05	4,096.24	289	1,000	500	5,885.35	Mailed	18-Mar-21	5,885.35	
250251006390	QUINTANILLA, FELIPE	1,668.37	502.22	135.87	307.67	-	522.82	-	-	992.26	4,129.21	327	1,000	500	5,955.98	Mailed	18-Mar-21	5,955.98	
250251008055	FAIRBARN, MONIKA	1,436.77	399.98	135.86	268.78	-	689.95	-	-	1,273.46	4,204.80	280	1,000						

250251005390	DONNELLY, BELINDA	1,864.46	502.22	135.87	307.67	-	562.04	-	-	-	1,100.14	4,472.40	351	1,000	500	6,323.68	Mailed	18-Mar-21		6,323.68
250251005507	NABI, DAVID	1,864.46	502.22	135.87	307.67	-	562.04	-	-	-	1,100.14	4,472.40	351	1,000	500	6,323.68	Mailed	18-Mar-21		6,323.68
250251005823	MEHMET, JOHN	1,864.46	502.22	135.87	307.67	-	562.04	-	-	-	1,100.14	4,472.40	351	1,000	500	6,323.68	Mailed	18-Mar-21	1,000.00	5,323.68
250251006311	SPANDEL, JACQUELINE	1,864.46	502.22	135.87	307.67	-	562.04	-	-	-	1,100.14	4,472.40	351	1,000	500	6,323.68	Mailed	18-Mar-21		6,323.68
250251007645	KNECHTEL, GRANT	1,864.46	502.22	135.87	307.67	-	562.04	-	-	-	1,100.14	4,472.40	351	1,000	500	6,323.68	Mailed	18-Mar-21		6,323.68
250251008464	SPRIGG, GARY	1,864.46	502.22	135.87	307.67	-	562.04	-	-	-	1,100.14	4,472.40	351	1,000	500	6,323.68	Mailed	18-Mar-21		6,323.68
250251008490	BLUE WATER VACATIONS LLC,	1,864.46	502.22	135.87	307.67	-	562.04	-	-	-	1,100.14	4,472.40	351	1,000	500	6,323.68	Mailed	18-Mar-21		6,323.68
250251007545	ANDEN, MARILYN	1,805.46	479.39	134.87	298.53	-	816.98	-	-	-	957.06	4,492.29	340	1,000	500	6,332.07	Mailed	18-Mar-21		6,332.07
250251000178	MCCRUM, CARRIE	1,814.38	478.66	134.65	298.09	-	820.45	-	-	-	960.59	4,506.82	341	1,000	500	6,347.54	Mailed	18-Mar-21		6,347.54
250251000660	JOHNSON, DEREK	1,814.38	478.66	134.65	298.09	-	820.45	-	-	-	960.59	4,506.82	341	1,000	500	6,347.54	Mailed	18-Mar-21		6,347.54
250251001721	ANDERSON, KATHERINE	1,814.38	478.66	134.65	298.09	-	820.45	-	-	-	960.59	4,506.82	341	1,000	500	6,347.54	Mailed	18-Mar-21		6,347.54
250251003204	COTTIER, DERON J	1,647.34	394.09	134.26	265.39	-	759.17	-	-	-	1,342.65	4,542.90	305	1,000	500	6,348.04	Mailed	18-Mar-21		6,348.04
250251000171	HOILETTE, KAREN	1,815.97	479.39	134.87	298.53	-	820.10	-	-	-	962.01	4,510.87	341	1,000	500	6,351.97	Mailed	18-Mar-21		6,351.97
250251000020	CRECES, GUS	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251000026	SWACKHAMER, CHARLES	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251000524	CEPEDA, HUGO	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251001155	BRUESCHKE, HANS	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251002020	STOREY, DAVID	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251002245	SEGUIN, ROGER	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251005166	CHOMYN, GEORGE	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21	1,000.00	5,353.94
250251006058	ONEILL, BARRY	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251006114	BOAFO, MARCIA	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251006327	JAYZED CONSULTA,	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251006915	BLACK, SUSANNA	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251007285	CAREW, DARRELL	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251007311	RODGERS, SANDY	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251007528	BYRD, ERIC D	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251007815	GREEN, PAUL	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251007848	SINGH, SURJIT	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21	1,000.00	5,353.94
250251008064	TELSFOR, CARL	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251008211	DA RACHA OLIVEIRA, DANIEL	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Both	18-Mar-21		6,353.94
250251008308	MUNRO, DAVID	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251008461	JAB PROPERTY INVESTMENTS LLC,	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251002518	TARDIF, ELOISE	1,877.42	505.90	137.00	309.90	-	562.04	-	-	-	1,111.14	4,503.40	354	1,000	500	6,357.18	Mailed	18-Mar-21		6,357.18
250251008036	LIVINGSTONE, SUSAN	1,864.46	502.22	135.87	307.67	-	612.04	-	-	-	1,100.14	4,522.40	351	1,000	500	6,373.68	Mailed	18-Mar-21		6,373.68
250251003672	MOREHOUSE, JEFF	1,657.89	397.17	135.10	267.16	-	759.17	-	-	-	1,351.47	4,567.96	307	1,000	500	6,375.13	Mailed	18-Mar-21		6,375.13
250251004629	TAGABING, VIC	1,864.45	502.23	135.85	307.66	-	827.05	-	-	-	893.00	4,530.24	351	1,000	500	6,381.51	Mailed	18-Mar-21		6,381.51
250251001258	DENNIS, DAVID	1,664.96	399.22	135.65	268.34	-	759.17	-	-	-	1,357.41	4,584.75	309	1,000	500	6,393.27	Mailed	18-Mar-21		6,393.27
250251002217	AYRES, DAVID	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251002639	WATKINS, RICHARD	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21	1,000.00	5,399.97
250251003577	HAYES, WAYNE	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251004258	SHEK, JEFFREY K F	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251004584	ROBERTSON, KATHLEEN	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251006435	HOPMAN, ELISABETH	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251006628	WOOLLER, ANN	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251008139	HUNT, SUSAN	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251008243	SHEEHAN, KEVIN	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21	1,000.00	5,399.97
250251008284	SHEEHAN, KEVIN	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21	1,000.00	5,399.97
250251008304	DELAND, ALAIN	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251008355	MCOMOND, JOSEE	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251008402	ADAMS, CHAD	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251008407	DERRICK, TIMOTHY	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251008459	SADA, JAIME GUTIERREX	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251005940	WEESE, MARTIN	1,816.99	479.39	134.87	298.53	-	870.45	-	-	-	962.49	4,562.72	341	1,000	500	6,403.94	Mailed	18-Mar-21		6,403.94
250251002883	CARTER, COLLIS QUINN	1,864.46	502.22	135.87	307.67	-	662.04	-	-	-	1,100.14	4,572.40	351	1,000	500	6,423.68	Mailed	18-Mar-21		6,423.68
250251003955	MCNABB, AILEEN	1,864.46	502.22	135.87	307.67	-	496.54	-	-	-	1,286.82	4,593.58	351	1,000	500	6,444.86	Mailed	18-Mar-21		6,444.86
250251003996	NIBLOCK, ANNIE E	1,667.55	458.24	138.31	268.78	-	727.31	-	-	-	1,393.05	4,653.24	317	1,000	500	6,469.85	Mailed	18-Mar-21		6,469.85
250251002944	PREECE, JOANNE G	1,816.99	479.39	134.87	298.53	-	970.45	-	-	-	962.49	4,662.72	341	1,000	500	6,503.94	Mailed	18-Mar-21		6,503.94
250251005430	NADELA, EDMUND	1,667.51	399.99	135.86	268.79	15.77	849.89	-	-	-	1,359.61	4,697.42	309	1,000	500	6,506.44	Mailed	18-Mar		

250251003624	RAMSAY, SYDNEY	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251003673	SCAFIEZZO, MONICA	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251003675	CEDROFF, B EILEEN	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251003680	DAVIS, RACHAEL MARIAN	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251003964	MELKERT, GERALD WILLIAM	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251004414	LAM, KENNETH	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251004523	MAITLAND, CHRISTOPHER	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251004534	NEABEL, BRIAN	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251005665	TULLOCH, MUSLENA	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251006334	BARNARD, KEVIN JAMES	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	1,000.00
250251006467	WOLSCHT, PAUL	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	7,815.52
250251007292	PICHLER, BETTY	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251007943	REGALADO, JAVIER LAZARO	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251003488	BARANI, DOUG	2,430.14	458.24	204.11	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.53	Mailed	18-Mar-21	8,815.53
250251006101	MONGIAT, FERNANDO	2,594.09	575.44	203.26	413.89	-	1,604.55	-	-	1,464.55	6,855.78	473	1,000	500	8,829.12	Mailed	18-Mar-21	8,829.12
250251000818	PUCKNELL, TAMMY	2,605.68	574.71	203.04	413.45	-	1,613.06	-	-	1,469.32	6,879.26	475	1,000	500	8,853.87	Mailed	18-Mar-21	8,853.87
250251000452	KAUR, MANJIT	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251001459	RUSSO, REBECCA ANGELA	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251004916	CROSSLAND, MELISSA	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251006012	MOUCHIAN, NOUART	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251006042	RONSON, MATTHEW	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251007632	KUCHUREAN, NANCY	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251007933	SALMON, YVONNE	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251008240	SHEEHAN, KEVIN	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	1,000.00
250251008241	SHEEHAN, KEVIN	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	1,000.00
250251008286	SHEEHAN, KEVIN	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	1,000.00
250251008290	ROMEO, CARL	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Both	18-Mar-21	8,860.27
250251008302	POVERING, MAXINE	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251008303	BARNARD, KEVIN	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	1,000.00
250251005490	GILL, SANDRA	2,678.24	730.50	203.01	443.14	-	1,023.24	-	-	1,784.60	6,862.73	507	1,000	500	8,869.59	Mailed	18-Mar-21	1,000.00
250251007524	GILL, SANDRA	2,678.24	730.50	203.01	443.14	-	1,023.24	-	-	1,784.60	6,862.73	507	1,000	500	8,869.59	Mailed	18-Mar-21	8,869.59
250251001333	WILLIAMS, JOSEPH	2,430.14	458.24	204.10	375.49	-	1,580.65	-	-	1,907.40	6,956.02	433	1,000	500	8,889.52	Mailed	18-Mar-21	8,889.52
250251000481	MOSER, LARRY	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	1,000.00
250251000545	CHEEK, CONSORCIA	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251000731	LUCAS, MARJORIE	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251001499	VALENCIA, ESTRELLITA	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251001767	SPYROU, NICOLE CELINA	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251001981	STRAKER, WALTER	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251002572	CHURLY, YVONNE ANNETTE	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251003977	VOGEL, PHILIP	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	1,000.00
250251004525	DONAHUE, LAWRENCE	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251004938	MUSCHETT, MARK	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251005613	MILLS, JOHN ALAN	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251005808	CHOMY, GEORGE	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251006565	QUEENSBOROUGH, RACQUEL	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251006641	SINGH, SURJIT	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251007238	GUADARRAMA, HECTOR	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251007367	SIMBULAN, ANNETTE	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251007647	MCCLELLAN, COLIN	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251007778	MOSER, LARRY	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251008478	PAULSEN, NEIL	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	1,000.00
250251008479	PAULSEN, NEIL	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	1,000.00
250251008480	PAULSEN, NEIL	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251005535	MILLS, RICHARD	2,675.65	729.74	202.80	442.70	-	1,086.70	-	-	1,782.40	6,919.99	506	1,000	500	8,926.35	Mailed	18-Mar-21	8,926.35
250251003915	SIMPSON, KRISTA	2,678.24	730.50	203.01	443.14	-	1,091.83	-	-	1,784.60	6,931.32	507	1,000	500	8,938.18	Mailed	18-Mar-21	8,938.18
250251008260	MACHADO, JONATHAN FREDERICK	2,678.24	730.50	203.01	443.14	-	1,111.71	-	-	1,784.60	6,951.20	507	1,000	500	8,958.06	Mailed	18-Mar-21	8,958.06
250251003161	ALEXANDER, GLEN	2,678.24	730.50	203.01	443.14	-	1,138.20	-	-	1,784.60	6,977.69	507	1,000	500	8,984.55	Mailed	18-Mar-21	8,984.55
250251008483	JAB PROPERTY INVESTMENTS,	2,754.30	730.50	203.01	443.14	-	1,075.25	-	-	1,826.50	7,032.70	516	1,000	500	9,049.07	Mailed	18-Mar-21	9,049.07
250251007423	MCCAW, KENNETH	2,061.85	520.33	160.19	335.68	-	1,806.53	-	-	2,415.54	7,300.12	385	1,000	500	9,184.88	Mailed	18-Mar-21	1,000.00
250251007420	MCCAW, KENNETH	2,061.86	520.33	160.19	335.68	-	1,806.53	-	-	2,415.54	7,300.13	385	1,000	500	9,184.89	Mailed	18-Mar-21	9,184.89
250251002410	LAWRENCE, DEBORAH	2,675.16	575.44	214.03	431.42	-	1,761.96	-	277.20	1,516.43	7,451.64	487	1,000					

250251007117	ISBISTER, RONALD	3,357.74	623.28	271.07	511.56	-	2,629.58	-	-	-	1,928.54	9,321.77	595	1,000	500	11,417.23	Mailed	18-Mar-21	1,000.00	10,417.23
250251007679	KING, KELLY	3,357.74	623.28	271.07	511.56	-	2,629.58	-	-	-	1,928.54	9,321.77	595	1,000	500	11,417.23	Mailed	18-Mar-21	-	11,417.23
250251007721	CARROLL, JOSEPH	3,357.74	623.28	271.07	511.56	-	2,629.58	-	-	-	1,928.54	9,321.77	595	1,000	500	11,417.23	Mailed	18-Mar-21	-	11,417.23
250251000355	DUNLEAVEY, THOMAS	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21	-	11,574.26
250251000803	KOWAL JR, WILLIAM	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21	-	11,574.26
250251000844	VAN DALEN, BONNIE	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21	-	11,574.26
250251001239	AJANOVIC, AMIR	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21	-	11,574.26
250251001352	MORAWSKI, MARTIN	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21	-	11,574.26
250251001692	COOK, TERRY	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21	-	11,574.26
250251001736	WATSON, RICHARD	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21	-	11,574.26
250251002989	SANDERS, STEPHEN	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21	-	11,574.26
250251003538	STUBBINGS, FRANK	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21	-	11,574.26
250251003879	LAZARO, JONATHAN DIRIGE	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21	-	11,574.26
250251004019	ODEA, DOMINIC	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21	-	11,574.26
250251005790	SANCHEZ, PRUDENCIO FELIX	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21	-	11,574.26
250251008470	CLONTZ, GEORGINE	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21	-	11,574.26
250251008477	CARLI, JOSE FERNANDO	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Both	18-Mar-21	-	11,574.26
250251007678	GRAHAM, ROB	3,158.10	506.08	268.74	470.13	-	2,603.13	310.52	-	-	2,421.75	9,738.45	550	1,000	500	11,788.83	Mailed	18-Mar-21	-	11,788.83
250251007714	CHITAN, KAREN	3,158.10	506.08	268.74	470.13	-	2,603.13	310.52	-	-	2,421.75	9,738.45	550	1,000	500	11,788.83	Mailed	18-Mar-21	-	11,788.83
250251001980	GOLDEN, RONALD TROY	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251002439	WOODS, CONNIE	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251002488	SEHMRAU, RAYMOND CAMERON	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251002527	POY DEVELOPERS INC,	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251002991	WORGAN, CAROL	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	1,000.00	10,788.86
250251003015	DONOVAN, MURRAY	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251003088	MAYLED, OLIVA	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251003338	SCOTT, TRACY LYN	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251003517	BRUDER, RONALD	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251003744	PARK, ELIZABETH	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251003794	DASRATH, RAJMATIE LEILA	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251003899	BRUNI, SERINA	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251003956	DANIEL, STEVEN	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251003972	HOUGHTON, KAREN	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251004004	JACKSON, BONNIE L	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251006531	FRAZIER, KURT	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251006563	DEMASI, JOSEPH	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251006666	WILLIAMS, SAVITREE	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251007493	HAMEL, JACQUES	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	1,000.00	10,788.86
250251007573	LEVINE, OLIVIA	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	-	11,788.86
250251005493	ISBISTER, RONALD	3,158.10	506.08	268.75	470.13	-	2,665.96	310.53	-	-	2,421.75	9,801.30	550	1,000	500	11,851.68	Mailed	18-Mar-21	-	11,851.68
250251006162	COLLETTE, PHILIP	3,357.75	623.29	271.07	511.55	15.77	3,071.82	-	-	-	1,928.54	9,779.79	595	1,000	500	11,875.25	Mailed	18-Mar-21	-	11,875.25
250251001892	CATLING, KAREN ANNE	3,421.98	659.78	271.07	607.80	-	2,891.37	302.54	-	-	2,022.20	10,176.74	620	1,000	500	12,296.82	Mailed	18-Mar-21	-	12,296.82
250251004969	GIFFORD, NICOLE LYNNE	3,741.36	641.52	271.07	599.68	31.54	2,915.07	151.96	-	-	2,142.29	10,454.49	652	1,000	500	12,606.19	Mailed	18-Mar-21	-	12,606.19
250251006161	ANAKA, NICOLE	3,741.36	641.52	271.07	599.68	31.54	2,915.07	151.96	-	-	2,142.29	10,454.49	652	1,000	500	12,606.19	Mailed	18-Mar-21	-	12,606.19
250251005481	LIVAY-SHAKDEL, RIVKA	3,409.40	531.56	268.75	515.35	31.54	3,094.82	446.59	-	-	2,598.85	10,896.86	591	1,000	500	12,987.49	Mailed	18-Mar-21	-	12,987.49
250251003633	RAHMDIEL, RIZA	3,860.68	557.08	268.75	560.55	-	2,929.91	-	-	-	2,885.95	11,062.92	656	1,000	500	13,218.80	Mailed	18-Mar-21	-	13,218.80
250251002478	DOUGLAS, PAUL	3,860.68	557.08	268.75	560.55	-	3,038.41	-	-	-	2,885.95	11,171.42	656	1,000	500	13,327.30	Mailed	18-Mar-21	-	13,327.30
250251002809	HANSON, JEAN	3,860.68	557.08	268.75	560.55	-	3,038.41	-	-	-	2,885.95	11,171.42	656	1,000	500	13,327.30	Mailed	18-Mar-21	-	13,327.30
250251003383	CHAITRAM, DIANNA	3,860.68	557.08	268.75	560.55	-	3,038.41	-	-	-	2,885.95	11,171.42	656	1,000	500	13,327.30	Mailed	18-Mar-21	-	13,327.30
250251003843	REDGERS, MICHAEL	3,860.68	557.08	268.75	560.55	-	3,038.41	-	-	-	2,885.95	11,171.42	656	1,000	500	13,327.30	Mailed	18-Mar-21	-	13,327.30
250251004037	KENNEDY, JASON	3,860.68	557.08	268.75	560.55	-	3,038.41	-	-	-	2,885.95	11,171.42	656	1,000	500	13,327.30	Mailed	18-Mar-21	-	13,327.30
250251004268	LOPEZ TRINIDAD, ROBERTO	3,860.68	557.08	268.75	560.55	-	3,038.41	-	-	-	2,885.95	11,171.42	656	1,000	500	13,327.30	Both	18-Mar-21	-	13,327.30
250251006380	SA, KAREN	4,124.98	659.78	271.07	607.80	-	3,211.80	-	-	-	2,356.04	11,231.47	708	1,000	500	13,439.42	Mailed	18-Mar-21	-	13,439.42
250251006436	BIRD, GLENN	4,124.98	659.78	271.07	607.80	-	3,211.80	-	-	-	2,356.04	11,231.47	708	1,000	500	13,439.42	Mailed	18-Mar-21	-	13,439.42
250251006810	BROWN, DALE ALEXANDER	4,124.98	659.78	271.07	607.80	-	3,211.80	-	-	-	2,356.04	11,231.47	708	1,000	500	13,439.42	Mailed	18-Mar-21	1,000.00	12,439.42
250251005840	CHARBONNEAU, WENDY	4,004.29	557.08	268.75	560.55	-	3,068.68	-	-	-	2,964.93	11,424.28	674	1,000	500	13,598.11	Mailed	18-Mar-21	-	13,598.11
250251002581	KIESSLING BECK, ERICA	3,666.06	557.0																	

250251007876	WHALEN, JANICE	4,275.84	975.42	339.12	682.67	-	2,840.17	-	-	-	3,004.69	12,117.91	784	1,000	500	14,402.04	Mailed	18-Mar-21		14,402.04
250251008239	SHEEHAN, KEVIN	4,275.84	975.42	339.12	682.67	-	2,840.17	-	-	-	3,004.69	12,117.91	784	1,000	500	14,402.04	Mailed	18-Mar-21	1,000.00	13,402.04
250251008242	SHEEHAN, KEVIN	4,275.84	975.42	339.12	682.67	-	2,840.17	-	-	-	3,004.69	12,117.91	784	1,000	500	14,402.04	Mailed	18-Mar-21	1,000.00	13,402.04
250251008262	MCCREADIE, KEVIN ALLEN	4,275.84	975.42	339.12	682.67	-	2,840.17	-	-	-	3,004.69	12,117.91	784	1,000	500	14,402.04	Mailed	18-Mar-21		14,402.04
250251008285	SHEEHAN, KEVIN	4,275.84	975.42	339.12	682.67	-	2,840.17	-	-	-	3,004.69	12,117.91	784	1,000	500	14,402.04	Mailed	18-Mar-21		14,402.04
250251007215	1232464 ONTARIO INC,	4,275.84	975.42	339.12	682.67	-	3,064.86	-	-	-	3,004.69	12,342.60	784	1,000	500	14,626.73	Mailed	18-Mar-21		14,626.73
250251004795	ONTARIO INC, 1232464	4,275.84	975.42	339.12	682.67	-	3,096.91	-	-	-	3,004.69	12,374.65	784	1,000	500	14,658.78	Mailed	18-Mar-21		14,658.78
250251005018	PEPIN, JOYCE	4,275.84	975.42	339.12	682.67	-	3,224.07	-	-	-	3,004.69	12,501.81	784	1,000	500	14,785.94	Mailed	18-Mar-21		13,785.94
250251006577	SAUDER, SUSAN	4,805.98	659.78	271.07	607.80	-	3,748.05	-	-	-	3,004.69	12,772.28	793	1,000	500	15,065.36	Mailed	18-Mar-21		15,065.36
250251004906	LEYVA CONTRERAS, RAFAEL	4,949.58	1,346.96	372.42	818.48	-	2,415.32	-	-	-	2,766.29	12,669.05	936	1,000	500	15,104.98	Both	18-Mar-21		15,104.98
250251002254	NORMOYLE, MICHAEL	4,619.68	557.08	268.75	560.55	-	3,737.06	-	-	-	3,303.30	13,046.42	751	1,000	500	15,297.18	Mailed	22-Mar-21		15,297.18
250251002591	HILL, MICHAEL	4,619.68	557.08	268.75	560.55	-	3,737.06	-	-	-	3,303.30	13,046.42	751	1,000	500	15,297.18	Mailed	18-Mar-21		15,297.18
250251003389	MCGEE, DAVE WILLIAM	4,619.68	557.08	268.75	560.55	-	3,737.06	-	-	-	3,303.30	13,046.42	751	1,000	500	15,297.18	Mailed	18-Mar-21		15,297.18
250251004053	RAYMOND, WENDY	4,619.68	557.08	268.75	560.55	-	3,737.06	-	-	-	3,303.30	13,046.42	751	1,000	500	15,297.18	Mailed	22-Mar-21		15,297.18
250251004439	MONAGUE, DANIEL B	4,619.68	557.08	268.75	560.55	-	3,737.06	-	-	-	3,303.30	13,046.42	751	1,000	500	15,297.18	Mailed	18-Mar-21		15,297.18
250251005265	PENTZ, MARYJAYNE	4,619.68	557.08	268.75	560.55	-	3,737.06	-	-	-	3,303.30	13,046.42	751	1,000	500	15,297.18	Mailed	18-Mar-21		15,297.18
250251005294	BAKER, MICHAEL	4,619.68	557.08	268.75	560.55	-	3,737.06	-	-	-	3,303.30	13,046.42	751	1,000	500	15,297.18	Mailed	18-Mar-21		15,297.18
250251000263	MONAGUE, DANIEL BERT	4,948.98	659.78	271.07	607.80	-	3,862.50	-	-	-	2,747.44	13,097.57	811	1,000	500	15,408.52	Mailed	18-Mar-21		15,408.52
250251000596	WISE, EUGENE	4,948.98	659.78	271.07	607.80	-	3,862.50	-	-	-	2,747.44	13,097.57	811	1,000	500	15,408.52	Mailed	18-Mar-21		15,408.52
250251001458	LANDRIAULT, CANDICE	4,948.98	659.78	271.07	607.80	-	3,862.50	-	-	-	2,747.44	13,097.57	811	1,000	500	15,408.52	Mailed	18-Mar-21		15,408.52
250251002262	FEAVER, SCOTT	4,948.98	659.78	271.07	607.80	-	3,862.50	-	-	-	2,747.44	13,097.57	811	1,000	500	15,408.52	Mailed	18-Mar-21		15,408.52
250251002755	MCKINSTRY, ROBERT DOUGLAS	4,948.98	659.78	271.07	607.80	-	3,862.50	-	-	-	2,747.44	13,097.57	811	1,000	500	15,408.52	Mailed	18-Mar-21		15,408.52
250251003241	BEHARRY LALL, SURENDRA	4,948.98	659.78	271.07	607.80	-	3,862.50	-	-	-	2,747.44	13,097.57	811	1,000	500	15,408.52	Mailed	18-Mar-21		15,408.52
250251005041	SAUDER, CAMERON	4,948.98	659.78	271.06	607.79	47.31	4,065.66	-	-	-	2,747.44	13,348.03	811	1,000	500	15,658.98	Mailed	18-Mar-21		15,658.98
250251006191	OSTRANDER, WILLIAM	4,948.98	659.78	271.07	607.80	-	3,862.50	-	277.20	-	2,747.44	13,374.77	811	1,000	500	15,685.72	Mailed	18-Mar-21		15,685.72
250251005419	MEHMET, JOHN	5,593.38	1,506.66	407.61	923.01	-	1,686.12	-	-	-	3,300.26	13,417.04	1,054	1,000	500	15,970.87	Mailed	18-Mar-21		15,970.87
250251005712	VOGEL, PHILIP	5,356.48	1,461.00	406.02	886.28	-	1,958.62	-	-	-	3,569.29	13,637.69	1,014	1,000	500	16,151.41	Mailed	18-Mar-21		16,151.41
250251001510	HOLFORD, KEVIN	4,948.98	659.78	271.07	607.80	-	4,078.50	269.99	277.20	-	2,747.44	13,860.76	811	1,000	500	16,171.71	Mailed	18-Mar-21		16,171.71
250251002274	MACKAY, ROD	4,948.98	659.78	271.07	607.80	-	4,078.50	269.99	277.20	-	2,747.44	13,860.76	811	1,000	500	16,171.71	Mailed	18-Mar-21		16,171.71
250251002633	VIRDI, JASVIR S	4,948.98	659.78	271.07	607.80	-	4,078.50	269.99	277.20	-	2,747.44	13,860.76	811	1,000	500	16,171.71	Mailed	18-Mar-21		16,171.71
250251006083	STEVENSON, KRISTOFFER DALE	4,948.98	659.78	271.07	607.80	-	4,078.50	269.99	277.20	-	2,747.44	13,860.76	811	1,000	500	16,171.71	Mailed	18-Mar-21		16,171.71
250251006737	MOLLON, PAULA	4,948.98	659.78	271.07	607.80	-	4,078.50	269.99	277.20	-	2,747.44	13,860.76	811	1,000	500	16,171.71	Mailed	18-Mar-21		16,171.71
250251005142	PITTSERS, JOYCE	4,326.13	571.63	285.80	587.21	126.16	4,997.02	-	-	-	3,173.94	14,067.89	721	1,000	500	16,289.24	Mailed	18-Mar-21		16,289.24
250251004745	CAMPBELL, DALVIN DYKE	4,619.70	557.04	268.74	560.57	141.93	4,189.28	297.39	331.89	-	3,303.30	14,269.84	751	1,000	500	16,520.60	Mailed	18-Mar-21		16,520.60
250251006556	NICHOLS, JENNIFER	4,430.86	571.63	285.80	587.21	126.16	5,237.09	-	-	-	3,231.57	14,470.32	734	1,000	500	16,704.76	Mailed	18-Mar-21		16,704.76
250251000768	FORSTER, LORRAINE	5,645.98	659.78	271.07	607.80	-	4,395.05	-	-	-	3,078.60	14,658.28	898	1,000	500	17,056.36	Mailed	18-Mar-21		17,056.36
250251003035	MOUSSEAU, ANDRE	5,038.43	1,033.68	407.36	789.38	-	4,085.64	-	-	-	3,552.29	14,906.78	909	1,000	500	17,315.39	Mailed	18-Mar-21		17,315.39
250251007964	CLARK, PHILIP NEAL	5,038.43	1,033.68	407.36	789.38	-	4,110.54	-	-	-	3,552.29	14,931.68	909	1,000	500	17,340.29	Mailed	18-Mar-21		17,340.29
250251001694	LIMITED, 1126668 ONTARIO	5,035.84	1,032.92	407.15	789.94	-	4,135.64	-	-	-	3,550.09	14,950.58	908	1,000	500	17,358.69	Mailed	18-Mar-21		17,358.69
250251004711	GROVER, NARENDER	5,038.43	1,061.36	407.36	789.38	-	4,116.00	-	-	-	3,567.58	14,980.11	912	1,000	500	17,392.18	Mailed	18-Mar-21	1,000.00	16,392.18
250251006049	GROVER, NARENDER	5,038.43	1,061.36	407.36	789.38	-	4,116.00	-	-	-	3,567.58	14,980.11	912	1,000	500	17,392.18	Mailed	18-Mar-21		17,392.18
250251005299	MALCOLM, NELSON	4,810.36	571.63	285.80	587.21	141.93	5,872.02	-	-	-	3,440.35	15,709.30	782	1,000	500	17,991.18	Mailed	18-Mar-21		17,991.18
250251005128	GRAFE, JACKIE	5,645.98	659.78	271.07	607.80	47.31	4,774.47	135.00	558.31	-	3,078.60	15,778.32	898	1,000	500	18,176.40	Mailed	18-Mar-21		18,176.40
250251006075	RAMRAYKA, DEVAN	5,645.98	659.78	271.07	607.80	-	4,736.05	269.99	527.35	-	3,078.60	15,796.62	898	1,000	500	18,194.70	Mailed	18-Mar-21		18,194.70
250251004875	GAULIN, GERALD MARCEL	6,154.43	659.78	271.07	607.80	117.12	5,220.53	-	-	-	3,320.09	16,350.82	962	1,000	500	18,812.46	Mailed	18-Mar-21		18,812.46
250251006548	LEE, MARK	4,810.36	571.63	285.80	587.21	126.16	6,156.79	297.39	327.16	-	3,440.35	16,602.85	782	1,000	500	18,884.73	Mailed	18-Mar-21		18,884.73
250251006112	KLOC, LINDA	5,477.44	659.76	271.06	607.81	141.93	5,503.95	810.52	461.19	-	2,998.44	16,932.10	877	1,000	500	19,309.11	Mailed	18-Mar-21		19,309.11
250251000797	CARLEY, WILLIAM	5,645.98	659.78	271.07	607.80	-	5,423.67	1,254.49	-	-	3,078.60	16,941.39	898	1,000	500	19,339.47	Mailed	18-Mar-21		19,339.47
250251004992	BLAKE, WILLIAM	5,645.98	659.78	271.07	607.80	-	5,423.67	1,254.49	-	-	3,078.60	16,941.39	898	1,000	500	19,339.47	Mailed	18-Mar-21		19,339.47
250251005298	MOORE, JODY	5,316.68	557.08	268.75	560.55	-	5,436.78	1,521.35	-	-	3,686.75	17,347.94	838	1,000	500	19,685.82	Mailed	18-Mar-21		19,685.82
250251000982	BARAN, JULIETA	5,785.29	1,080.76	474.96	886.61	-	5,583.46	-	-	-	4,079.63	17,890.71	1,028	1,000	500	20,419.16	Mailed	18-Mar-21		20,419.16
250251000288	BOOKER, KENYETTA	5,787.88	1,081.52	475.17	887.05	-	5,583.46	-	-	-	4,081.83	17,896.91	1,029	1,000	500	20,425.86	Mailed	18-Mar-21		20,425.86
250251001449	TSANG, CHRISTOPHER	5,787.88	1,081.52	475.17	887.05	-	5,583.46	-	-	-	4,081.83	17,896.91	1,029	1,000	500	20,425.86	Mailed	18-Mar-21		20,425.86
250251002226	LADD, ALAN	5,787.88	1,081.52	475.17	887.05	-	5,583.46	-	-	-	4,081.83	17,896.91	1,029	1,000	500	20,425.86	Mailed	18-Mar-21		20,425.86
250251003061	REILLY, DEREK	5,787.88	1,081.52	475.17	887.05	-	5,583.46	-	-	-	4,081.83	17,896.91	1,029	1,000	500	20,425.86	Mailed	18-Mar-21		20,425.86
250251006335	BARNARD, KEVIN	5,787.88	1,081.52	475.17	887.05	-	5,583.46	-	-	-	4,081.83	17,896.91	1,029	1,000	500	20,425.86	Mailed	18-Mar-21		20,425.86
2502510																				

250251007413	SHAPLEY, LYNDA	7,283.08	1,165.86	539.82	1,077.93	-	8,577.36	580.52	-	5,091.17	24,315.74	1,258	1,000	500	27,074.08	Mailed	18-Mar-21	27,074.08
250251003109	KNOTT, THERESA	7,280.49	1,165.10	539.61	1,077.49	-	8,589.30	583.07	-	5,088.97	24,324.03	1,258	1,000	500	27,081.87	Mailed	18-Mar-21	27,081.87
250251001166	KELLEY, PETER	7,283.08	1,165.86	539.82	1,077.93	-	8,589.30	583.07	-	5,091.17	24,330.23	1,258	1,000	500	27,088.57	Mailed	18-Mar-21	27,088.57
250251002463	CHANG, SHENG-MIN	7,283.08	1,165.86	539.82	1,077.93	-	8,589.30	583.07	-	5,091.17	24,330.23	1,258	1,000	500	27,088.57	Mailed	18-Mar-21	27,088.57
250251002660	GRIGAL, NORMA HORTENSIA	7,283.08	1,165.86	539.82	1,077.93	-	8,589.30	583.07	-	5,091.17	24,330.23	1,258	1,000	500	27,088.57	Mailed	18-Mar-21	27,088.57
250251003203	PALADIN ADVISORY INC,	7,283.08	1,165.86	539.82	1,077.93	-	8,589.30	583.07	-	5,091.17	24,330.23	1,258	1,000	500	27,088.57	Mailed	18-Mar-21	27,088.57
250251003963	VAILLANCOURT, ANNA MICHELLE	7,283.08	1,165.86	539.82	1,077.93	-	8,589.30	583.07	-	5,091.17	24,330.23	1,258	1,000	500	27,088.57	Mailed	18-Mar-21	27,088.57
250251004181	DAVIS, RAYMOND MARK	7,283.08	1,165.86	539.82	1,077.93	-	8,589.30	583.07	-	5,091.17	24,330.23	1,258	1,000	500	27,088.57	Mailed	18-Mar-21	27,088.57
250251005857	MALE, DAVID KENNETH	7,283.08	1,165.86	539.82	1,077.93	-	8,589.30	583.07	-	5,091.17	24,330.23	1,258	1,000	500	27,088.57	Mailed	18-Mar-21	27,088.57
250251003620	VAGHAYE, IRAJ	7,283.08	1,165.86	539.82	1,077.93	-	8,719.17	611.11	-	5,091.17	24,488.14	1,258	1,000	500	27,246.48	Mailed	18-Mar-21	27,246.48
250251007274	VIGIL, DAVID A	7,283.08	1,165.84	539.82	1,077.93	47.31	8,842.94	634.76	-	5,091.17	24,682.85	1,258	1,000	500	27,441.18	Mailed	18-Mar-21	27,441.18
250251004828	CAMPLIN, JOEL	8,619.40	1,216.81	539.81	1,168.35	6.29	7,013.98	230.26	-	5,903.86	24,698.76	1,443	1,000	500	27,641.81	Mailed	18-Mar-21	27,641.81
250251004045	TRUBASHNIK, ANNA	7,985.66	1,216.86	539.82	1,168.35	-	8,920.03	-	-	5,555.37	25,386.09	1,364	1,000	500	28,249.93	Mailed	18-Mar-21	28,249.93
250251000542	INTERNATIONAL RESORT EXCHANGE	7,983.88	1,216.86	539.82	1,168.35	-	8,926.14	-	-	5,554.40	25,389.45	1,364	1,000	500	28,253.06	Mailed	18-Mar-21	28,253.06
250251001546	LAVIOLETTE, GENE	7,985.66	1,216.86	539.82	1,168.35	-	8,928.53	-	-	5,555.37	25,394.59	1,364	1,000	500	28,258.43	Mailed	18-Mar-21	28,258.43
250251001777	COSTA, CATHERINE	7,985.66	1,216.86	539.82	1,168.35	-	8,953.53	-	-	5,555.37	25,419.59	1,364	1,000	500	28,283.43	Mailed	18-Mar-21	28,283.43
250251003187	WATSON, ELIZABETH	7,801.12	1,169.02	472.01	1,070.68	-	8,868.82	1,005.75	-	5,336.49	25,723.89	1,314	1,000	500	28,537.99	Mailed	18-Mar-21	28,537.99
250251006302	WATSON, RONALD	7,960.66	1,216.86	539.82	1,168.35	-	9,260.63	280.53	-	5,541.54	25,968.39	1,361	1,000	500	28,829.10	Mailed	18-Mar-21	28,829.10
250251003820	PANGAN, MARTIN	7,985.66	1,216.86	539.82	1,168.35	-	9,293.16	280.53	-	5,555.37	26,039.75	1,364	1,000	500	28,903.59	Mailed	18-Mar-21	28,903.59
250251002065	MOLLA, BASHIR AKHTER	7,985.66	1,216.86	539.82	1,168.35	-	9,650.92	555.74	-	5,555.37	26,672.71	1,364	1,000	500	29,536.55	Mailed	18-Mar-21	29,536.55
250251006259	CRAIG, FEDERICO	8,526.66	1,216.86	539.82	1,168.35	-	9,823.28	-	-	5,852.84	27,127.81	1,431	1,000	500	30,059.27	Mailed	18-Mar-21	30,059.27
250251005861	PARKER, VANESSA	7,985.66	1,216.86	539.82	1,168.35	-	9,964.72	803.72	0.20	5,555.37	27,234.70	1,364	1,000	500	30,098.54	Mailed	18-Mar-21	30,098.54
250251001548	GASKIN, JOANNE	7,985.66	1,216.86	539.82	1,168.35	-	10,015.66	836.27	-	5,555.37	27,317.99	1,364	1,000	500	30,181.83	Mailed	18-Mar-21	30,181.83
250251002727	HOSEIN, JEUNESSE	7,985.66	1,216.86	539.82	1,168.35	-	10,015.66	836.27	-	5,555.37	27,317.99	1,364	1,000	500	30,181.83	Mailed	18-Mar-21	30,181.83
250251003368	CHRISTIE, LES	7,985.66	1,216.86	539.82	1,168.35	-	10,015.66	836.27	-	5,555.37	27,317.99	1,364	1,000	500	30,181.83	Mailed	18-Mar-21	30,181.83
250251003534	JETHMALANI, SAILESH	7,985.66	1,216.86	539.82	1,168.35	-	10,015.66	836.27	-	5,555.37	27,317.99	1,364	1,000	500	30,181.83	Mailed	18-Mar-21	30,181.83
250251004179	NEHER, KRISTA	7,985.66	1,216.86	539.82	1,168.35	-	10,293.66	896.27	-	5,555.37	27,655.99	1,364	1,000	500	30,519.83	Mailed	18-Mar-21	30,519.83
250251005872	FUNK, RENE	8,198.62	1,216.82	539.80	1,168.35	205.01	10,699.90	-	-	5,672.43	27,700.93	1,390	1,000	500	30,591.38	Mailed	18-Mar-21	30,591.38
250251005068	BROWN, DALE ALEXANDER	8,207.38	1,216.82	539.80	1,168.35	205.01	10,711.96	-	-	5,677.26	27,726.58	1,392	1,000	500	30,618.12	Mailed	18-Mar-21	30,618.12
250251002870	SNOWBALL, DAVID	8,809.66	1,216.86	539.82	1,168.35	-	9,991.23	-	-	6,008.57	27,734.49	1,467	1,000	500	30,701.33	Mailed	18-Mar-21	30,701.33
250251006338	MCKINSTRY, JOANNE	8,809.66	1,216.86	539.82	1,168.35	-	9,991.23	-	-	6,008.57	27,734.49	1,467	1,000	500	30,701.33	Mailed	18-Mar-21	30,701.33
250251001404	COLEMAN, FELICIA	8,809.66	1,216.86	539.82	1,168.35	-	10,091.23	-	-	6,008.57	27,834.49	1,467	1,000	500	30,801.33	Mailed	18-Mar-21	30,801.33
250251002316	DIXON, SCOTT EDMUND	8,809.66	1,216.86	539.82	1,168.35	-	10,091.23	-	-	6,008.57	27,834.49	1,467	1,000	500	30,801.33	Mailed	18-Mar-21	30,801.33
250251003333	WOODCOCK, JAMES LEESON	8,809.66	1,216.86	539.82	1,168.35	-	10,091.23	-	-	6,008.57	27,834.49	1,467	1,000	500	30,801.33	Mailed	18-Mar-21	30,801.33
250251005336	BUCHAN, DONALD	8,809.66	1,216.86	539.82	1,168.35	-	10,091.23	-	-	6,008.57	27,834.49	1,467	1,000	500	30,801.33	Mailed	18-Mar-21	30,801.33
250251006040	THABET, MAGDI	8,809.66	1,216.86	539.82	1,168.35	-	10,091.23	-	-	6,008.57	27,834.49	1,467	1,000	500	30,801.33	Mailed	18-Mar-21	30,801.33
250251007213	KUYPERS, LUNDA	10,453.62	2,638.11	812.19	1,701.93	-	4,648.01	-	-	7,246.62	27,500.48	1,951	1,000	500	30,951.21	Mailed	18-Mar-21	30,951.21
250251000032	DEVERA, MANUEL	8,809.66	1,216.86	539.82	1,168.35	-	10,785.02	533.73	277.20	6,008.57	29,339.21	1,467	1,000	500	32,306.05	Mailed	18-Mar-21	32,306.05
250251001007	BIRD, JOSEPH PATRICK	8,809.66	1,216.86	539.82	1,168.35	-	10,785.02	533.73	277.20	6,008.57	29,339.21	1,467	1,000	500	32,306.05	Mailed	18-Mar-21	32,306.05
250251001634	BUTTON, PATSY	8,818.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	29,347.51	1,468	1,000	500	32,315.47	Mailed	22-Mar-21	32,315.47
250251002280	PARTRIDGE, ROBBIE	8,809.66	1,216.86	539.82	1,168.35	-	10,810.29	553.19	277.20	6,008.57	29,383.94	1,467	1,000	500	32,350.78	Mailed	18-Mar-21	32,350.78
250251003909	RICHARDSON, STEWART KURTIS	8,809.66	1,216.86	539.82	1,168.35	-	10,810.29	553.19	277.20	6,008.57	29,383.94	1,467	1,000	500	32,350.78	Mailed	18-Mar-21	32,350.78
250251000688	NIBLOCK, SHELAGH	10,076.86	2,067.36	814.72	1,578.76	-	7,571.18	-	-	7,104.68	29,213.56	1,817	1,000	500	32,530.77	Mailed	18-Mar-21	32,530.77
250251001296	BOYO, OLUBUKOLA	10,076.86	2,067.36	814.72	1,578.76	-	7,571.18	-	-	7,104.68	29,213.56	1,817	1,000	500	32,530.77	Mailed	18-Mar-21	32,530.77
250251000318	LEE, BEVERLEY	10,076.86	2,067.36	814.72	1,578.76	-	7,621.18	-	-	7,104.68	29,263.56	1,817	1,000	500	32,580.77	Mailed	18-Mar-21	32,580.77
250251007293	MANITZ, ROBERT	10,076.86	2,067.36	814.72	1,578.76	-	7,913.74	-	-	7,104.68	29,556.12	1,817	1,000	500	32,873.33	Mailed	18-Mar-21	32,873.33
250251003031	NAZAREWYCZ, IRENE	8,809.66	1,216.86	539.82	1,168.35	-	11,174.92	833.72	277.20	6,008.57	30,029.10	1,467	1,000	500	32,995.94	Mailed	18-Mar-21	32,995.94
250251001714	BALASUNDARAM, CHRISTIE	9,568.66	1,216.86	539.82	1,168.35	-	11,077.88	-	-	6,425.94	29,997.51	1,562	1,000	500	33,059.22	Mailed	18-Mar-21	33,059.22
250251000128	KUMAR, RAMAN	9,552.66	1,216.86	539.82	1,168.35	-	11,173.08	-	-	6,417.14	30,067.91	1,560	1,000	500	33,127.62	Mailed	18-Mar-21	33,127.62
250251002751	MUSSGNUG, PETER	9,566.07	1,216.10	539.61	1,167.91	-	11,152.88	-	25.00	6,423.74	30,091.31	1,561	1,000	500	33,152.52	Mailed	18-Mar-21	33,152.52
250251000641	ANANTRAM, YASWANT	9,568.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	30,097.51	1,562	1,000	500	33,159.22	Mailed	18-Mar-21	33,159.22
250251000751	COORE, DONALD	9,568.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	30,097.51	1,562	1,000	500	33,159.22	Mailed	18-Mar-21	33,159.22
250251002485	MC GEE, GAIL	9,568.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	30,097.51	1,562	1,000	500	33,159.22	Mailed	18-Mar-21	33,159.22
250251002526	ELENGIKAL, VIANNY	9,568.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	30,097.51	1,562	1,000	500	33,159.22	Mailed	18-Mar-21	33,159.22
250251002695	ANDERSON, DIANE JEANETTE	9,568.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	30,097.51	1,562	1,000	500	33,159.22	Mailed	18-Mar-21	33,159.22
250251003096	HICKS, JAN	9,568.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	30,097.51	1,562	1,000	500	33,159.22	Mailed	18-Mar-21	33,159.22
250251004049	PAVLOVIC, LYDIA	9,568.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	30,097.51	1,562	1,000	500	33,159.22	Mailed	18-Mar-21</	

IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. c.43, as amended.

AND IN THE MATTER OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE RIDGE OWNERS ASSOCIATION

Court File No. CV-20-00640266-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**FIRST DEFAULT JUDGMENT REPORT OF THE
CLAIMS OFFICER
(DECEMBER 3, 2021)**

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Claims Officer

TAB 3

DEFAULT JUDGMENT REPORT DATED DECEMBER 1, 2021

Court File No. CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE ACT,
R.S.O. 1990, C. c.43, as amended

AND IN THE MATTER OF THE ADMINISTRATION PROCEEDINGS OF
CARRIAGE RIDGE OWNERS ASSOCIATION

FIRST DEFAULT JUDGMENT REPORT OF THE CLAIMS OFFICER

DECEMBER 3, 2021

FIRST DEFAULT JUDGMENT REPORT OF THE CLAIMS OFFICER

INTRODUCTION

1. Pursuant to the Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated December 11, 2020 (as subsequently amended, the "**Appointment Order**") BDO Canada Limited was appointed as the receiver (the "**Receiver**"), without security, of all the Property (as defined in the Appointment Order) of Carriage Ridge Owners Association ("**Ridge**").
2. Ridge was established as a not-for-profit entity and incorporated by letters patent on August 7, 2003, as a corporation without share capital under the *Corporations Act (Ontario)* to operate the Carriage Ridge Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, a copy of which, without appendices, is attached hereto as Appendix "A" (the "**First Report**"), the Resort is governed pursuant to a time-share agreement (the "**TSA**"). Pursuant to the TSA, purchasers of time-share intervals (the "**Members**", each a "**Member**") also purchased a proportionate ownership interest, as tenants-in-common, in the land on which the Resort is situated.
3. As discussed in the First Report, each Member purchased at least one timeshare interval (an "**Interval**") in the Resort and many purchased more than one Interval. Pursuant to the TSA, a Member remains contractually bound for liabilities and obligations associated with their Intervals ("**Charges**") indefinitely unless the Member sells its interest in an Interval to another person in accordance with the terms of the applicable TSA. Over a number of

years, a substantial number of Members (the "**Delinquent Members**") did not pay their Charges (the "**Delinquent Accounts**").

4. In light of the volume and quantum of the remaining Delinquent Accounts and the number of Delinquent Members, the Receiver determined that commencing individual court actions against each Delinquent member to collect each Delinquent Account was not practical from a cost or timing perspective, and would be taxing on both the court system and the estates. The Receiver developed an alternative procedure for identifying and prosecuting claims to be advanced by the Receiver against certain Delinquent Members at the Receiver's sole discretion (the "**Subject Members**", each a "**Subject Member**"). Subject Members are Delinquent Members who have Delinquent Accounts which are not already subject to a litigation proceeding to recover such Delinquent Accounts, are not subject to payment arrangements in good standing with the Receiver or a collections agent and are not claims provable in a *Bankruptcy and Insolvency Act* bankruptcy or proposal proceeding.
5. The Receiver sought the Court's approval of a process for the identification and determination of claims by the Receiver against the Subject Members (the "**Receiver's Collection Plan**"). The Receiver's Collection Plan is more particularly set out in Section 4.0 of the First Report.
6. Pursuant to the Order of the Honourable Justice Conway dated February 16, 2021 (the "**Receiver's Collection Plan Order**"), the Receiver's Collection Plan was approved and Tim Duncan of Fogler, Rubinoff LLP was appointed as the claims officer (the "**Claims Officer**") in respect of the Receiver's Collection Plan. Capitalized terms not otherwise

defined in this report are as defined in the Receiver's Collection Plan Order, a copy of which is attached hereto as Appendix "B". The Receiver's Collection Plan Order was amended by the further Order of the Honourable Justice Conway, dated March 10, 2021, a copy of which is attached hereto as Appendix "C".

7. The Collection Plan Approval Order provides that the Receiver shall deliver a Claims Package to Members by ordinary mail or email to the last known address or email address of the Subject Member.
8. The Claims Package shall contain: the applicable Receiver's Claim; the Notice to Subject Members; the Instruction Letter; a blank form of Notice of Dispute; and the applicable Settlement Offer.
9. In addition to sending the Claims Package to Subject Customers, the Receiver's Collection Plan Order also contemplates that the Receiver shall cause the Notice to Subject Members to be published in *The Globe and Mail* and cause the Notice to Subject Members, the Instruction Letter, a blank form of Notice of Dispute and the Receiver's Collection Plan Order to be posted to the Receiver's Website.
10. The Receiver's Claim shall constitute the Receiver's formal request for payment for outstanding indebtedness owed by each Subject Member, calculated in accordance with the TSA, as described in the First Report. The Receiver's Claim shall set out that the Receiver claims payment of the aggregate of: (i) the gross amount of the individual Subject Member's account balance which includes the unpaid maintenance fees, reserve fees, property taxes and HST for each year that the amounts remain unpaid; (ii) interest calculated at a rate of 30%, from the date the account debt became due up to January 31,

2021; (iii) inclusion of the \$1,000 Delinquency Fee which all Delinquent Members were advised would be charged to their account pursuant to the Delinquency Fee Order; and (iv) a fixed amount of \$500 for the Receiver's collection costs, and legal fees associated with initiating the Receiver's Collection Plan up to and including the Acceptance of Settlement Deadline.

11. Pursuant to paragraph 14 of the Receiver's Collection Plan Order, the Receiver's Claim shall constitute an initiating process against the applicable Subject Member, the service and adjudication of which, in accordance with the terms of the Receiver's Collection Plan Order, shall form a sufficient basis upon which this Court may grant judgment against the applicable Subject Member.
12. If the Subject Member wishes to dispute the amount set out in the Receiver's Claim, they are required to deliver a Notice of Dispute to the Receiver by the Notice of Dispute Deadline, being the date that is thirty (30) days from the Date of Service of the Claims Package.
13. In the event that a Subject Member fails to conclude a settlement with the Receiver by the Acceptance of Settlement Deadline or fails to submit a Notice of Dispute by the Notice of Dispute Deadline, the Subject Member shall be deemed to be in default (the "**Defaulting Subject Members**"). Pursuant to the Receiver's Collection Plan Order, in such circumstances, the Defaulting Subject Member shall be deemed to admit the truth of all allegations of fact made in the applicable Undefended Claim, including the amount(s) owed by them to Ridge.

14. Upon the passage of the Acceptance of Settlement Deadline and the Notice of Dispute Deadline, the Receiver shall refer the Undefended Claims to the Claims Officer who shall review them and prepare a Default Judgment Report.
15. Upon receiving a Default Judgment Report from the Claims Officer, the Receiver shall bring a motion before a Judge of the Commercial List seeking an Omnibus Default Judgment against the Defaulting Subject Members set out in the Default Judgment Report. Pursuant to paragraph 44 of the Receiver's Collection Plan Order, upon satisfying the Claims Officer, in his sole discretion, that the Claims Package was duly served on the Subject Members, the Receiver shall be entitled to default judgment, issued by the Court, against the applicable Defaulting Subject Members in the amounts set out in the Claims Officer's Default Judgment Report.

MANDATE OF THE CLAIMS OFFICER

16. Pursuant to the Receiver's Collection Plan Order, the Claims Officer, in addition to his prescribed rights, duties, responsibilities and obligations thereunder, shall assist the Receiver and Subject Members in the determination of the Receiver's Claims. In doing so, the Claims Officer is authorized to take all steps and do all acts necessary or desirable to carry out the terms of the Receiver's Collection Plan Order.
17. In carrying out his mandate under the Receiver's Collection Plan and the Receiver's Collection Plan Order, the Claims Officer is, *inter alia*, entitled to rely upon the books and records of the Receiver and the Subject Members, and any information provided by the Receiver and Subject Members, all without independent investigation on the part of the Claims Officer. Further in that regard, the Claims Officer shall not be liable for any claims

or damages resulting from any errors or omissions in such books, records or information or in any information provided to the Claims Officer by any part, except to the extent that the Claims Officer has acted with gross negligence or wilful misconduct.

18. After passage of the Acceptance of Settlement Deadline and the Notice of Dispute Deadline, the Receiver shall refer the Undefended Claims to the Claims Officer who shall review the Undefended Claims and prepare a Default Judgment Report.

TEST FOR DEFAULT JUDGMENT

19. As noted above and as set out in the Receiver's Collection Plan Order, the Receiver shall be entitled to default judgment against the Defaulting Subject Members where it has satisfied the Claims Officer, in his sole discretion, that the Claims Packages were duly served on the Subject Members and the Subject Members have failed to conclude a settlement by the Settlement Acceptance Deadline and have failed to submit a Notice of Dispute by the Notice of Dispute Deadline.
20. Having satisfied itself of the foregoing, the Claims Officer shall review the Undefended Claims and set out the amounts of the default judgments against the applicable Defaulting Subject Members in respect of which the Receiver shall, pursuant to paragraph 44 of the Receiver's Collection Plan Order, be entitled to an omnibus default judgment against the applicable Defaulting Subject Members.

CLAIMS OFFICER'S REVIEW OF UNDEFENDED CLAIMS AND RELATED EVIDENCE

21. On July 20, 2021, the Receiver delivered to the Claims Officer listings of all Undefended Claims together with copies of the corresponding "Schedule A" documents that were attached to the Receiver's Claim that was served upon each of the Subject Members as part of the Claims Package. The Receiver also delivered copies of the following affidavits of mailing:
 - (a) the Affidavit of Mailing of Vanessa Flis, sworn June 24, 2021, dealing with service of the Claims Package (the "**Flis Claims Package Affidavit**"); and
 - (b) the Affidavit of Mailing of Vanessa Flis, sworn June 24, 2021, dealing with the service of the Receiver's Collection Plan Order (the "**Flis Order Affidavit**").
22. At the request of the Receiver, the Claims Officer has refrained from attaching to this Report the Flis Claims Package Affidavit and the Flis Order Affidavit in order to avoid any unnecessary disclosure of the personal information of the Subject Members contained in the Flis Claims Package Affidavit and the Flis Order Affidavit.
23. The Receiver has also filed with the Claims Officer the letter of Aird & Berlis LLP, counsel to the Receiver, dated November 24, 2021 (the "**A&B Letter**"), to assist the Claims Officer with locating the evidence in support of the Receiver's compliance with the Receiver's Collection Plan Order. Attached hereto as Appendix "D" is a copy of the A&B Letter.
24. The Flis Claims Package Affidavit attests to the service by the Receiver of the Claims Package upon the Subject Members either by regular mail or email transmission to the

addresses and email addresses and on the dates set out therein. The Claims Packages were sent by mail on March 18, 2021 and by email on March 19, 2021.

25. Paragraph 10 of the Receiver's Collection Plan Order, as amended, directs the Receiver to serve the Claims Packages by ordinary mail or email to the last known address or email address of the Subject Members within fourteen (14) days of the Comeback Date. The A&B Letter advises that, since no Comeback Hearing was held, the Comeback Date was March 8, 2021. Accordingly, the deadline for service of the Claims Packages was March 22, 2021 and the Claims Packages were served ahead of the deadline for service.
26. In reviewing the materials submitted by the Receiver in support of its claims against the Defaulting Subject Members and in carrying out his mandate under the Receiver's Collection Plan Order, the Claims Officer has relied upon the Flis Claims Package Affidavit, the Flis Order Affidavit, the A&B Letter, the Receiver's list of Undefended Claims and the reports filed by the Receiver in these proceedings as the evidence in respect of service of the Claims Packages and whether the Subject Members failed to conclude a settlement by the Settlement Acceptance Deadline or failed to submit a Notice of Dispute by the Notice of Dispute Deadline.
27. The Flis Order Affidavit sets out the following evidence for the Claims Officer's consideration:
 - (a) the Receiver sent a copy of the Receiver's Collection Plan Order to the Subject Members by ordinary mail or email on February 21, 22, 23 and 24, 2021, to the last known address or email address of the Subject Member (in compliance with paragraph 7 of the Receiver's Collection Plan Order);

28. The A&B Letter also sets out the following for the Claims Officer's consideration:

- (a) the Receiver caused the Receiver's Collection Plan Order to be posted to the Receiver's Website on February 18, 2021 (in compliance with paragraph 8 of the Receiver's Collection Plan Order), at the following url:

<https://www.bdo.ca/BDO/media/Extranets/carriage/Collection-Plan-Order-Ridge-February-16,-2021.pdf>;

- (b) in compliance with paragraph 11 of the Receiver's Collection Plan Order, the Receiver caused a copy of the Notice to Subject Members, the Instruction Letter and a blank form of the Notice of Dispute, to be posted to the Receiver's Website on February 22, 2021 at the following url:

<https://www.bdo.ca/BDO/media/Extranets/carriage/Collection-Order-documents-Carriage-Ridge.pdf>;

- (c) in compliance with paragraph 9 of the Receiver's Collection Plan Order, the Receiver caused a copy of the Notice to Subject Customers to be published in *The Globe and Mail* on February 20, 2021, a copy of which is attached hereto as Appendix "G"; and

- (d) as of the Notice of Dispute Deadline and Acceptance of Settlement Deadline, the Receiver did not receive any Notice of Dispute or payment of a Settlement Offer amount from any of the Subject Members listed in the lists provided to the Claims Officer by the Receiver on July 20, 2021 and as subsequently updated by the Receiver.

29. Based on the Claims Officer's review of the materials submitted by the Receiver and the terms of the Receiver's Collection Plan Order, the Claims Officer sees no issues that would undermine the provisions of paragraph 44 of the Receiver's Collection Plan Order entitling the Receiver to judgments in the amounts set out in Appendix "F" hereto.

CLAIMS OFFICER'S RECOMMENDATIONS

30. Having reviewed the various statements of account and being satisfied that the Claims Packages have been duly served on the applicable Defaulting Subject Members and that said Defaulting Subject Members have failed to conclude a settlement by the Settlement Acceptance Deadline and have failed to submit a Notice of Dispute by the Notice of Dispute Deadline, the Claims believes that the Receiver is entitled, under paragraph 44 of the Receiver's Collection Plan Order, to an omnibus default judgment against the Defaulting Subject Members set out in Appendix "F" hereto, in the amounts set out therein. Accordingly, the Claims Officer recommends that the Court grant an omnibus default judgment in favour of Ridge against the Defaulting Subject Members listed in Appendix "F" in the respective amounts set out therein.



Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021

TAB 3A

Appendix "A"

**TO THE FIRST DEFAULT JUDGMENT REPORT
OF THE CLAIMS OFFICER**

Court File No. CV-20-00640265-00CL
Court File No. CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF SECTION 101 OF THE COURTS OF JUSTICE
ACT, R.S.O 1990, c. C. 43, AS AMENDED

AND IN THE MATTER OF THE RECEIVERSHIP PROCEEDINGS OF
CARRIAGE HILLS VACATION OWNERS ASSOCIATION
AND
CARRIAGE RIDGE OWNERS ASSOCIATION

(together, the “Applicants”)

FIRST REPORT OF THE RECEIVER
BDO CANADA LIMITED

February 5, 2021

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- Appendix B - Carriage Ridge Administrator Appointment Order, dated May 15, 2020
- Appendix C - Carriage Hills Resort Closure Order, dated October 15, 2020
- Appendix D - Carriage Ridge Resort Closure Order, dated October 15, 2020
- Appendix E - Carriage Hills Amended and Restated Appointment Order, dated December 11, 2020
- Appendix F - Carriage Ridge Amended and Restated Appointment Order, dated December 11, 2020
- Appendix G - Carriage Hills Transition Order, dated December 11, 2020
- Appendix H - Carriage Ridge Transition Order, dated December 11, 2020
- Appendix I - Carriage Hills Order, dated January 5, 2021
- Appendix J - Carriage Ridge Order, dated January 5, 2021
- Appendix K - Colliers Listing Agreement
- Appendix L - Creditors Claims Package
- Appendix M - Carriage Hills Delinquency Fee Order, dated July 2, 2020
- Appendix N - Carriage Ridge Delinquency Fee Order, dated July 2, 2020
- Appendix O - Collection Package
- Appendix P - Receiver's Interim Statement of Receipts and Disbursements
- Appendix Q - Affidavit of Matthew Marchand Sworn February 5, 2021
- Appendix R - Affidavit of Matthew Marchand Sworn February 5, 2021
- Appendix S - Affidavit of Sam Babe Sworn February 5, 2021

1.0 INTRODUCTION AND PURPOSE OF REPORT

1.1 Introduction

- 1.1.1 The Carriage Hills Resort (the “**Hills Resort**”) and the Carriage Ridge Resort (the “**Ridge Resort**”) and collectively with the Hills Resort, the “**Resorts**”) are time-share resorts located in Horseshoe Valley, Township Oro (now part of Barrie), Ontario. The Hills Resort consists of 172 residential resort units in eight residential buildings, while the Ridge Resort consists of 78 residential resort units in three residential buildings. Both the Hills Resort and Ridge Resort have various common recreational facilities including, but not limited to, an indoor and outdoor pool, a gym and a management building. The Hills Resort was built in three phases on approximately twenty acres of real property and the Ridge Resort was built in one phase on approximately eight acres of real property (the buildings and real property of the Resorts are collectively referred to as the “**Resort Assets**”).
- 1.1.2 The Resorts are each governed pursuant to a time-share agreement (collectively, the “**TSAs**”). Pursuant to the TSAs, purchasers of the time-share intervals (the “**Members**”) also purchased a proportionate ownership interest, as tenants-in-common, in the land on which the Resorts are situated.
- 1.1.3 The Carriage Hills Vacation Owners Association (the “**Hills Association**”) was established as a not-for-profit entity and incorporated by letters patent on August 6, 1996, as a corporation without share capital under the *Corporations Act (Ontario)* to operate the Hills Resort. The Carriage Ridge Owners Association (the “**Ridge Association**”) and together with the Hills Association, the “**Associations**”) was established as a not-for-profit entity and incorporated by letters patent on August 7, 2003, as a corporation without share capital under the *Corporations Act (Ontario)* to operate the Ridge Resort.
- 1.1.4 Prior to January 6, 2021, the day-to-day operations of the Resorts were carried out by Carriage Hills Hospitality Inc. (“**CHHI**”), a subsidiary of Wyndham Worldwide Corporation (together with its affiliates, “**Wyndham**”), pursuant to similar management agreements (collectively, the “**Management Agreement**”) between the Associations and CHHI. CHHI’s employees acted as the hospitality, management and maintenance staff at the Resorts (the “**Resort Employees**”).
- 1.1.5 On May 15, 2020, BDO Canada Limited (“**BDO**”) was appointed Administrator pursuant to the orders of Madam Justice Conway (“**Administrator Appointment Orders**”). Copies of the Administrator Appointment Orders are attached hereto as **Appendices “A” and “B”**.
- 1.1.6 Pursuant to the orders of Madam Justice Conway dated October 15, 2020 (the “**Resort Closure Orders**”) the operations of the Carriage Hills Resort and Carriage Ridge Resort ceased effective January 6, 2021 (the “**Resort Closure Date**”). Copies of the Resort Closure Orders are attached hereto as **Appendices “C” and “D”**.

- 1.1.7 On December 1, 2020, the Administrator filed its third report to the Court (the “**Third Report**”), which dealt primarily with the development of the marketing and sales process, cash flow projections, and proposed next steps including the appointment of a receiver over the property of the Associations and the Resort Assets. The Third Report was filed in support of the relief sought by the Associations which included, among other things: (i) appointing BDO as receiver (the “**Receiver**”) over the Resort Assets and all of the assets, properties and undertakings of the Associations (the “**Associations’ Property**” and collectively with the Resort Assets, the “**Property**”) effective the Resort Closure Date, January 6, 2021; (ii) approving the marketing and sales process in respect of the Resorts (the “**Sales Process**”); and (iii) directing the Associations to fund the payment of the severance obligations to the Resort Employees. The relief was approved by orders of Madame Justice Conway dated December 11, 2020, (the “**Amended and Restated Appointment Orders**”), copies of which are attached as **Appendices “E”** and “**F**”, and Orders dated December 11, 2020 (the “**Transition Orders**”), copies of which are attached as **Appendices “G”** and “**H**”.
- 1.1.8 Pursuant to the order of Madam Justice Conway dated January 5, 2021 (the “**January 5th Orders**”) the Receiver was authorized to: (i) enter into a listing agreement with Colliers for the sale of the Resort Assets; (ii) enter into policies of insurance to cover the Resort Assets and (iii) terminate the Management Agreement. The January 5th Orders are attached hereto as **Appendix “I”** and “**J**”.
- 1.1.9 The Administrator’s appointment was transitioned to a receivership appointment (the “**Receivership**”) which became effective on January 6, 2021.
- 1.1.10 Additional background information can be found on the Receiver’s case website at <https://www.bdo.ca/en-ca/extranets/carriage/>. Such case website was established to facilitate sharing information with Members and other interested parties.

1.2 Purpose of this Report

- 1.2.1 The purpose of this first report of BDO in its capacity as Receiver (the “**First Report**”) is to provide stakeholders with an update of steps taken since BDO’s last report dated December 22, 2020 and support the granting of Orders:
- a) approving this First Report and the activities of the Receiver since its appointment;
 - b) approving the activities of BDO in its capacity as Administrator from the date of its appointment to January 5, 2021;
 - c) approving the Receiver’s proposed claims process (the “**Claims Process**”) as set out herein;
 - d) approving the Receiver’s proposed delinquent account collection process (the “**Collection Plan Process**”);

- e) authorizing the Receiver to reimburse Carriage Hills for payment of Resort Employees' severance obligations made on behalf of Carriage Ridge;
- f) authorizing the Receiver to pay costs of the Associations pertaining to the pre-receivership period including certain proposed bonus payments to the Resort Employees;
- g) approving the fees and disbursements of the Receiver and its legal counsel, Aird & Berlis LLP ("A&B"), as outlined herein and detailed in the supporting fee affidavit appended hereto and authorizing the Receiver to pay all approved and unpaid fees and disbursements;
- h) approving the fees and disbursements of BDO in its capacity as Administrator for the period from November 30, 2020 to January 5, 2021 as outlined herein and detailed in the supporting fee affidavit appended hereto and authorizing the Receiver to pay all approved and unpaid fees and disbursements; and
- i) approving the Receiver's interim statement of receipts and disbursements ("Interim R&D").

1.3 Disclaimer

- 1.3.1** In preparing this First Report and in conducting its analysis and recommendations, the Receiver has obtained and relied upon information provided to it by the Associations and other relevant parties. The Receiver's procedures did not constitute an audit or review engagement of the Associations financial reporting or other verification of such information.
- 1.3.2** This First Report has been prepared for the use of this Court and the Association's stakeholders to provide general information to assist the Court in making a determination on whether to grant the relief sought herein. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose.
- 1.3.3** Except as otherwise described in this First Report, the Receiver has not audited, reviewed 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 pursuant to the Chartered Professional Accountants of Canada Handbook. The Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.
- 1.3.4** Capitalized terms used herein and not defined in this First Report shall have the meaning ascribed to them in the Transition Report.
- 1.3.5** All monetary amounts contained herein are expressed in Canadian dollars unless otherwise noted.

2.0 ACTIVITIES OF THE RECEIVER

2.1 Activities of the Receiver

2.1.1 Since its appointment the Receiver has:

- a) taken possession and control of the Resort Assets which included retaining nine (9) independent contractors, all of which were former Resort Employees who are familiar with the Resort Assets, to assist the Receiver with securing and maintaining the real property until it is sold;
- b) obtained from Wyndham all funds related to the Associations in Wyndham's possession less a reserve for outstanding cheques and certain accruals. The outstanding cheques for the Hills Association and the Ridge Association totaled \$386,535.55 and \$109,555.79, respectively. The accruals, which relate to utilities, holiday and severance pay, management fees, bank fees, and final payrolls totaled \$66,046.32 and \$29,310.15 for the Hills Association and the Ridge Association, respectively. The net funds received by the Receiver from Wyndham totaled \$1,562,173.75 and \$2,294,469.49 in respect of the Hills Association and the Ridge Association, respectively;
- c) opened trust estate bank accounts for each of the Hills Association and the Ridge Association;
- d) paid the balance of the outstanding property and commercial general insurance premiums totaling \$321,851.62;
- e) entered into insurance policies for the vehicle fleet owned by the Associations;
- f) erected fencing and posted signs to restrict unauthorized access to the premises and safeguard certain assets;
- g) engaged the services of a third party security company to patrol the premises over night;
- h) engaged the services of a snow removal company to ensure safe access to the premises in case of emergency;
- i) entered into a 6-month listing agreement (the "**Listing Agreement**") with Colliers Macaulay Nicolls Inc. ("**Colliers**"), a copy of which is appended hereto as **Appendix "K"**. As presented in the Listing Agreement, Colliers' commission is calculated as the greater of 0.5% of the sale proceeds or \$200,000 with co-operating brokers receiving 0.25% of the sale proceeds in addition to the Colliers commissions;
- j) prepared cash flow projections for the Hills Association and the Ridge Association to determine the level of borrowings required by the Receiver to pay for holding costs associated with the Resort Assets until the real estate can be sold;

- k) engaged BDO's Corporate Finance personnel to assist with soliciting financing offers from various lenders;
- l) engaged Aird & Berlis LLP as counsel to the Receiver and Thornton Grout Finnegan as special counsel to the Receiver;
- m) prepared statutory notices and statements pursuant to sections 245 and 246 of the *Bankruptcy and Insolvency Act (Canada)* which were filed with the Office of the Superintendent of Bankruptcy and mailed the notices to all known creditors of the Associations;
- n) prepared FAQ's addressing Member's questions, such FAQ's were posted on the Receiver's website on January 8, 2021 and emailed to all Members for whom the Receiver had email addresses on this same date;
- o) updated the Associations' websites, informing parties visiting the websites of the appointment of the Receiver and directing parties to the Receiver's case website;
- p) updated the Associations' websites to inform parties of the February 16, 2021 court hearing and included a link to the YouTube address where interested parties may view the hearing;
- q) sent an email blast on January 21, 2021 to all Members for whom the Receiver had email addresses advising of the February 16, 2021 court hearing. The email included the link to the YouTube address where interested parties may view the hearing;
- r) engaged an environmental consulting firm for the preparation of a phase 1 environmental report on each of the real properties;
- s) engaged in discussions with Wyndham and set-up a secure online portal to allow Wyndham to transfer the Associations' books and records to the Receiver;
- t) entered into a termination agreement and mutual release with Wyndham with respect to the Management Agreement;
- u) developed a Creditors Claims and Bar Process (as defined herein) for the purpose of calling claims of known and potential creditors, establishing a claims bar date, and allowing for the determination of claims received; and
- v) developed a Collection Plan Process (as defined herein) for the purpose of efficiently dealing with delinquent Members' outstanding balances.

3.0 CREDITORS CLAIMS PROCESS

3.1 Creditor Claims Process

- 3.1.1 The Receiver proposes to implement the following creditor claims process (the “**Creditor Claims Process**”) which will be established for the calling and determination of claims. Creditors are expected to include trade creditors whose claims were in dispute by the Associations prior the Receivership and claims from parties whose contracts were terminated as a result of the Resort closures.
- 3.1.2 The Receiver intends to pay all invoices relating to the Resorts liabilities which were incurred in the ordinary course of operations and approved by the boards, where required, prior to the Resort Closure Date (i.e. January 6, 2021) (the “**Normal Course Payments**”). The Receiver understands that under the normal payment processing protocols Wyndham had a payment cut off date of the 16th of each month (the “**Payment Cut-Off Date**”). Invoices received after the Payment Cut-Off Date were paid in the next payment cycle. Due to the anticipated closure of the Resorts and transition to the Receivership, the Associations invoices received post-December 16, 2020 were not paid. These invoices currently total \$174,858.25 and \$78,458.37 for the Hills Association and the Ridge Association, respectively. The Receiver anticipates additional invoices with respect to the pre-receivership period will be received in the near-term. The Receiver believes it would not be equitable to require these creditors to participate in the Creditor Claims Process solely as a result of the Payment Cut-Off Date which was not met. Further this will reduce the costs of dealing with these creditors in the Claims Process.
- 3.1.3 Pursuant to the terms of their employment, certain Resort Employees were entitled to be paid bonuses based on their performance. Wyndham advised the Receiver that these bonuses are typically paid in the first quarter of the year. The amount of the bonus payments, if any, are currently not available but represent obligations which will have to be paid once determined.
- 3.1.4 In addition to the claims for payment of liabilities incurred by the Resorts in the ordinary course of business, other claims that will be unaffected by the Creditor Claims Process include:
- a) claims secured by the Administration Charges under the Administrator Appointment Orders;
 - b) claims secured by the Receiver’s Charge or the Receiver’s Borrowings Charge under the Receivership Order; and
 - c) claims against the Applicant’s or the Resort’s real property by any mortgagee of a Member’s interest in the Resort Assets.
- 3.1.5 The Creditor Claims Process is described below and key dates are summarized in the following table:

Event	Per Claims Bar Order	Date
Court Approval		February 16, 2021
Publication in National Edition of Globe & Mail	as soon as possible on a Wednesday or Saturday following the issuance of the Order	
Mailing of Claims Packages	10 calendar days after court approval of Creditors' Claims Process	February 26, 2021
Claims Bar Date		April 15, 2021
Notice of Revision or Disallowance	45 calendar days after the Claims Bar Date	May 31, 2021
Notice of Dispute	To be filed by the Claimant with the Receiver within 10 calendar days from date of Notice of Revision or Disallowance (outside date is June 10, 2021)	June 10, 2021
Determination as to Notice of Dispute	Receiver and Claimant will attempt to resolve the dispute as soon as practicable	
Filing of Appeal of Receiver's Determination on Notice of Dispute	If dispute is unresolved and Claimant wishes to continue to challenge the determination by the Receiver, the Claimant will have to file an appeal with the Court within 10 calendar days after Receiver's determination of the Notice of Dispute	
Hearing to Resolve Dispute	On a date to be scheduled in consultation with the Court if Claimant files an appeal within 10 days of the Receiver's determination on the Notice of Dispute	

- a) With assistance from the former Resort Employees, the Receiver will compile listings of the Associations' known and potential remaining creditors;
- b) The Receiver will deliver to all known and potential creditors, a claims package which will include the following documents all of which are attached hereto as **Appendix "L"** (the "**Claims Package**"). The Receiver proposes to mail or email the Claims Package to creditors within ten (10) calendar days of court approval. The Claims Package will also be posted to the Receiver's case website.
 - (i) Instruction Letter;
 - (ii) Blank Proof of Claim form;
 - (iii) Notice of Revision or Disallowance;

- (iv) Dispute Notice; and
 - (v) Dispute Form
- c) The Receiver will publish on a one-time basis a notice of the Credit Claims Process and Claims Bar Date in the Globe and Mail national edition newspaper as soon as possible after court approval of the Creditors Claims Process on a Wednesday or Saturday;
- d) Creditors must submit completed proof of claims (the “**Claim**”) by April 15, 2021 (“**Claims Bar Date**”) failing which the creditor will be forever barred from asserting or enforcing any Claim or filing a proof of claim with respect to such Claim against the Associations or Resort Assets and such Claim shall be forever extinguished;
- e) If the Receiver disputes the creditor’s Claim, the Receiver will issue, by May 31, 2021, a disallowance letter to the creditor disallowing the claim in whole or in part (the “**Notice of Disallowance**”);
- f) Creditors will have 10 calendar days, from the date of the mailing of the Notice of Disallowance, to dispute the disallowance (the “**Notice of Dispute**”), failing which the Claim will be disallowed or valued as set out in the Receiver’s Notice of Disallowance; and,
- g) Any unresolved dispute with a Notice of Disallowances will either be settled by the Receiver, with the assistance of counsel, or by application to the Court for a determination provided the disputing creditor has made such application within the time frame provided.
- 3.1.6** The Receiver seeks approval and authorization for the implementation of the Creditor Claims Process.

4.0 COLLECTION PLAN

4.1 Delinquent Account History and Composition

- 4.1.1 As more fully described in the Third Report of the Administrator, each Member purchased at least one timeshare interval (an “Interval”) in one of the Resorts and many Members purchased more than one Interval at one of, or both, Resorts. The Associations have a combined total of approximately 11,400 individual Members who own a total of 17,408 Intervals. Included in those figures are 1,647 Members who own Intervals at both Resorts.
- 4.1.2 Pursuant to the TSAs, a Member remains contractually bound for liabilities and obligations associated with their Intervals (“Charges”) indefinitely unless the Member sells their interest in an Interval to another person in accordance with the terms of the applicable TSA. Over the last number of years, a growing number of Members have not paid their Charges (the “Delinquent Members”).
- 4.1.3 The table below summarizes the number of delinquent accounts and the dollar value of such. As presented, there are 2,945 Delinquent Members that collectively owe in excess of \$25.1 million (including late fees and interest).

Summary of Delinquent Accounts - December 31, 2020			
	Carriage Hills	Carriage Ridge	Total
# of delinquent accounts	1,934	1,011	2,945
Total delinquent accounts	\$ 15,353,026	9,773,865	25,126,891
Comprised of:			
Maintenance fees	6,338,519	3,448,893	9,787,412
Reserve fee	1,447,993	625,084	2,073,077
Property taxes	458,299	246,231	704,529
HST	977,630	505,999	1,483,629
Late fee	3,707,772	2,940,507	6,648,278
Financing & other fees	2,422,814	2,007,151	4,429,965
Total	\$ 15,353,026	9,773,865	25,126,891

- 4.1.4 In the past the Associations engaged a collection agency and external legal counsel to assist in collecting delinquent amounts (“Members in Collections”). The collection agency has entered into payment plans with several Members in Collections, which has resulted in collection of certain amounts. In addition, legal counsel has filed legal actions against various Members in Collections. While the efforts of legal counsel have resulted in judgements being awarded, monetizing such judgments has proven to be time consuming since any such judgment obtained must be registered on the real property owned by the Members in Collections in wait for those Members to eventually sell their real property.
- 4.1.5 Numerous Delinquent Members have been delinquent for years, owing multiple years of maintenance fees, reserve fees, property taxes and HST together with late fees and financing/interest charges.

- 4.1.6 In an effort to incentivize Delinquent Member's to pay their outstanding balances, a \$1,000 Delinquency Fee was approved pursuant to the orders of Madam Justice Conway issued on July 2, 2020 (the "Delinquency Fee Orders"). Delinquent Members who paid their full outstanding delinquent account by September 30, 2020 were not be assessed the Delinquency Fee. Every other Delinquent Member was assessed the Delinquency Fee and the amount has been added to the Delinquent Member's account. Copies of the Delinquency Fee Orders are attached hereto as Appendices "M" and "N".
- 4.1.7 The following table categorizes the 2,954 Delinquent Member accounts as at December 31, 2020.

Categories of Delinquent Accounts			
	Carriage Hills	Carriage Ridge	Total
With the Associations for collection	463	368	831
With a collection agency	1,112	420	1,532
With legal counsel	359	223	582
Total Delinquent Member Accounts	1,934	1,011	2,945

- a) A total of 831 Delinquent Member accounts for both Resorts had not been sent to the collection agent by the time the Resorts closed.
- b) 1,532 Delinquent Member accounts were provided to Canadian ICR Limited ("CICR"), the collection agency. CICR has established some payment plans with Members in Collections and therefore these Members will not be subject to the Collection Plan Process; and
- c) 582 Delinquent Member accounts were subject to legal proceedings broken down as follows:
- (i) 113 had resulted in awarded, but not yet satisfied judgments;
 - (ii) 134 were still awaiting court issuance of the filed claims;
 - (iii) 131 were awaiting court dates which had not yet been scheduled due to court protocols during COVID-19;
 - (iv) 48 were stalled due to an inability to locate the Delinquent Member; or
 - (v) 156 were stayed due to bankruptcy of the Delinquent Member.
- d) Based upon the existing agreement between the Associations and its legal counsel, the cost of commencing a legal proceeding is \$729 per case.

4.2 Delinquent Account Collection Process

- 4.2.1 In light of the volume and quantum of the Delinquent Accounts and the number of Delinquent Members, the Receiver has determined that commencing individual court actions against each Delinquent Member to collect each Delinquent Account is not practical from a cost or timing perspective, and would be taxing on both the

court system and the estates. The Receiver has developed an alternative procedure for identifying and prosecuting claims to be advanced by the Receiver against certain Delinquent Members at the Receiver's sole discretion (the "**Subject Member**"). Subject Members are Delinquent Members who have Delinquent Accounts which are not already subject to a litigation proceeding to recover such Delinquent Accounts which are not already subject to a litigation proceeding to recover such Delinquent Accounts and are not in payment arrangements. The Receiver's proposed collection plan has all the necessary hallmarks of procedural fairness, balanced with the need for practicality and recovery in the estates and the integrity of the receivership generally (the "**Collection Plan**"). The Receiver circulated the proposed Collection Plan Order to the various counsels that have been actively involved in this restructuring process and sought their input in advance of service of this motion record. There was not consensus amongst counsel who represent various interests.

- 4.2.2 The Receiver is reviewing the Delinquent Accounts currently with the collections agency and/or with legal counsel. In consultation with these parties, the Receiver will determine which Delinquent Accounts should be included in the Collection Plan. Delinquent Accounts where payment plans have been established or subject to litigation proceedings or insolvency proceedings will be excluded from the Receiver's Collection Plan and will remain with the collection agency and/or legal counsel (the "**Non-Subject Members**"). Certain accounts with which may currently be with CICR may be brought back to the Receiver so that they will be included in the proposed Collection Plan. CICR has advised the Receiver that it will waive any return fee for accounts which are not subject to litigation or payment arrangements.
- 4.2.3 Under the Collection Plan, the Receiver will demand payment from the Subject Members for the full amount of the Member's individual Delinquent Account including principal, late fees and interest (the "**Receiver's Claim**"). Any Subject Member who fails to submit either payment or to dispute the Receiver's claim shall be deemed to have accepted the Receiver's Claim including the amount(s) owing by them and the Receiver shall be entitled to default judgment against said Subject Members in the said amounts. Non-Subject Members will not form part of the Receiver's Collection Plan and will not receive either a Receiver's Claim or Settlement Offer (as defined herein).
- 4.2.4 The Collection Plan is described below and key dates are summarized in the following table:

Event	Per Collection Plan Order	Date
Court Appearance		February 16, 2021
Mailing of Collection Plan Order	Within 7 calendar days after the February 16, 2021 court appearance	February 23, 2021
Publication of Notice of Collection Plan in National Edition of Globe & Mail	As soon as possible on a Wednesday or Saturday national edition	
Subject Members to schedule a Comeback Hearing, if needed	The purpose of the Comeback Hearing is to allow interested parties the opportunity to vary the Collection Plan Order as appropriate	Within 20 days of the issuance of the Collection Plan Order (March 8, 2021)
Mailing of Collection Packages to Subject Members	7 calendar days after the Comeback Hearing or within 20 days of issuance of the Collection Plan Order should no Comeback Hearing be necessary	
Acceptance of Settlement Deadline	Expires 30 days after the mailing of the Collection Package	
Notice of Dispute Deadline	Expires 30 days after the mailing of the Collection Package	
Notice of referral to Claims Officer or Abandonment of Claim	Within 7 days of referral to the Claims Officer or abandonment by the Receiver	
Appeal of Claims Officer's Decision	Within 15 calendar days of rendering of the Claims Officer's Decision	

- a) If any Subject Members bring motions to amend the Collection Plan Order, the Receiver may consolidate the hearings of all such motions (the “**Comeback Hearing**”). Any Subject Member who seeks to vary or set aside any provision of this Receiver’s Collection Plan Order must attend the Comeback Hearing, failing which no such motions may be brought;
- b) The Receiver shall publish a notice of the Collection Plan in earliest practicable Sunday or Wednesday national edition of the Globe and Mail advising Subject Members of their right to seek a Comeback Hearing;
- c) Upon issuance of the Collection Plan Order, the Receiver shall mail or email Collection Packages (as defined herein) to Subject Members within 7 calendar days following the Comeback Hearing or if no Comeback Hearing is held the date that is 20 days after the approval of the Collection Plan. The Collections Package shall include the following documents, all of which are attached hereto as **Appendix “O”** (the “**Collection Package**”):

- (i) an Instruction Letter;
 - (ii) the applicable Receiver's Claim;
 - (iii) the Notice to Subject Members;
 - (iv) a blank form of Notice of Dispute; and
 - (v) the applicable Settlement Offer.
- d) The Receiver shall also cause the Instruction Letter, the Notice to Subject Members, a blank form of Notice of Dispute, and the Receiver's Collection Order to be posted to the Receiver's case website.
- e) The Receiver's Claim shall set out the amount due which shall be the aggregate of (the "**Subject Member's Account Balance**"):
- (i) the gross amount of the individual Subject Member's account balance which includes the unpaid maintenance fees, reserve fees, property taxes and HST for each year that the amounts remain unpaid;
 - (ii) interest calculated at a rate of 20% for the Hills Association and 30% for the Ridge Association, from date the account debt became due up to January 31, 2021 (this date was chosen as being both administratively efficient, and because it is fair as it favours Subject Members);
 - (iii) inclusion of the \$1,000 Delinquency Fee which all Delinquent Members were advised would be charged to their accounts pursuant to the Delinquency Fee Order; and
 - (iv) a fixed amount of \$500 for the Receiver's collection costs, and legal fees associated with initiating the Receiver's Collection Plan up to and including the Acceptance of Settlement Deadline (as defined below) (collectively, the "**Receiver's Claim Amount**").
- f) The Receiver shall include in each Collection Package a settlement offer (the "**Settlement Offer**") setting out the amount (the "**Settlement Amount**") that the Receiver is prepared to accept in settlement of the applicable Receiver's Claim. The Settlement Offer will remain open for acceptance for 30 days after the mailing of the Collection Package (the "**Acceptance of Settlement Deadline**"). Where a Subject Member pays the Settlement Amount to the Receiver by the Acceptance of Settlement Deadline, the Receiver will confirm that the Receiver's Claim has been satisfied.
- g) The Settlement Amount shall be at the Receiver's sole discretion and needs not be less than the Receiver's Claim Amount. The Settlement Offer shall consist of a letter setting out that the Receiver will accept the Settlement Amount in satisfaction of the Receiver's Claim, if the Settlement Offer is accepted and payment is made by Acceptance of Settlement Deadline.
- h) Any Subject Member who disputes the Receiver's Claim shall submit to the Receiver a notice of dispute together with copies of all documents relied upon

by the Subject Member (the “**Notice of Dispute**”) within 30 days of mailing of the Claims Package (the “**Notice of Dispute Deadline**”)

- i) The Receiver will engage a qualified lawyer to act as the claims officer to adjudicate the Receiver’s Claims (the “**Claims Officer**”).
- j) Any Subject Member who fails to submit either payment of the Settlement Amount by the Acceptance of Settlement Deadline, or a Notice of Dispute by the Notice of Dispute Deadline, shall be deemed to admit the truth of all allegations of fact made in the applicable Receiver’s Claim (the “**Undefended Claim(s)**”), including the amount(s) owing by them, in a parallel to Rule 19.02 of the Rules of Civil Procedure (the “**Rules**”). The Receiver shall be entitled to default judgment against such Subject Members in the said amounts. Following the passage of the Acceptance of Settlement Deadline and the Notice of Dispute Deadline, the Receiver shall refer the Undefended Claims to the Claims Officer. The Claims Officer shall review the Undefended Claims, and shall prepare a report to the Court setting out its recommendations as to the quantum of the applicable default judgments (the “**Default Judgment Report**”). The Receiver shall be entitled to an omnibus default judgment against the defaulting Subject Members, in the amounts set out in the Default Judgment Report, to be issued by the Court.
- k) Following the Notice of Dispute Deadline, the Receiver may file with the Claims Officer any Receiver’s Claim for which a Notice of Dispute has been received (the “**Disputed Claim(s)**”), any Notice of Dispute filed by the Subject Member in respect of the Disputed Claim, and any ancillary documentation accompanying these documents (the “**Dispute Package**”), for Disputed Claims that it intends to pursue. The Receiver shall provide notice to the applicable Subject Member as to whether the Disputed Claim has been referred to the Claims Officer, or abandoned within 7 days of the Disputed Claim being referred or abandoned. For clarity, the Receiver shall be entitled to abandon any Disputed Claim that has not yet been referred to the Claims Officer, without costs.
- l) The Receiver and the Subject Members shall be entitled to settle any Disputed Claims, on such terms as they may agree to, at any time. The Receiver shall forthwith advise the Claims Officer of any Disputed Claims that have been referred to the Claims Officer but subsequently settled.
- m) Subject to further order of the Court, the Claims Officer shall determine the validity and amount of each Disputed Claim that has been referred. The Receiver anticipates that the majority of disputes shall be capable of determination on the basis of the information contained within the Dispute Package, and the Claims Officer shall be entitled to render decisions on the basis of such information. If the information contained within the Dispute Package raises issues which require further evidence, at the Claims Officer’s discretion, the Claims Officer shall be empowered to determine the process by which evidence may be brought before him or her, with the expectation being that the majority of Disputed Claims will be resolved on the basis of a written record. The Claims Officer shall have the discretion and authority to make an award of costs against

the Subject Members, having regard for the factors set out in Rule 57.01 of the Rules, as part of his or her determination of the Disputed Claims. Any such cost award against a Subject Members shall, at minimum, cover the fees and disbursements incurred by the Claims Officer and Receiver's counsel on a solicitor and client basis.

- n) Following the determination of the Disputed Claims, the Claims Officer shall notify the Receiver and the applicable Subject Member of his or her decision, in writing (the "**Claims Decision(s)**").
- o) The Receiver and the Subject Member shall each be entitled to appeal the Claims Decisions to the Court by serving upon the other and filing with this Court, within fifteen (15) calendar days of notification of the Claims Decisions (the "**Appeal Period**"), a notice of appeal returnable on a date to be fixed by this Court. If a notice of appeal is not filed within such period, then the Claims Decisions shall be deemed to be final and binding and there shall be no further right of appeal, review or recourse to the Court from the Claims Decisions.
- p) Following the expiry of the Appeal Period, the Claims Officer shall file with the Court a report summarizing the Claims Decisions that have not been appealed (the "**Claims Officer's Report**"). The Receiver shall be entitled to judgment against the applicable Subject Members in the amounts identified in the Claims Officer's Report, and shall bring a motion to the Court for the purpose of obtaining such judgments. As the Subject Members referred to in the Claims Officer's Report will have forfeited their right of appeal by failing to respond within the Appeal Period, the Receiver need not provide said Subject Members with notice of this motion.
- q) Following the expiry of the Appeal Period, the Receiver will seek the direction of the Court regarding the procedure for the hearing of any appeals of the Claims Decisions. All appeals shall proceed as true appeals on the basis of the record before the Claims Officer, and not as hearings de novo. To the extent that appeals raise common issues, the Receiver may seek to have such appeals consolidated. For clarity, as the decision-maker being appealed from, the Claims Officer shall not have any role in the appeal process.
- r) The Claims Officer shall retain the discretion to control its own proceedings, having regard for the principles set out in Rule 2 of the Rules of Civil Procedure, and with a view to proceeding in the simplest, least expensive and most expeditious fashion. For clarity, the Claims Officer shall be entitled to make its reports to the Court as identified herein in stages, at its discretion.
- s) Each of the Receiver and the Claims Officer shall be entitled to seek further directions from the Court regarding the administration of the Collection Plan, as necessary.

4.2.5 The timeline contained in the Receiver's Collection Order will allow the Receiver to move forward to quantify the claims which will be required in order to determine distributions to Members. The Receiver will set off the amount owing

by a Delinquent Member from any amounts that they would otherwise be entitled to receive on a distribution from the sale of the Resort Assets. The Receiver intends to hold off from enforcement of the claims determined under the Collections Plan Order until the Resort Assets have been sold and the likely further direction can be obtained from the Court regarding recovery of remaining deficiency balances.

- 4.2.6** The Receiver seeks approval and authorization of the Court to implement the Collection Plan with respect to Delinquent Accounts.

5.0 OTHER

- 5.1 Pursuant to the Transition Order the Associations were authorized to fund the severance obligations of the Resort Employees to CCHI. Specifically Carriage Hills and Carriage Ridge were ordered to fund 69% and 31% of severance obligations, respectively. CCHI was ordered to pay the termination and severance to the Resort Employees.
- 5.2 The Receiver understands that Carriage Hills funded the full amount of the termination obligations (\$747,738) as opposed to each resort funding its proportionate share of the obligations. The Receiver requests approval of this Court to transfer \$231,798.73 from the Carriage Ridge trust account to the Carriage Hills' trust account to reimburse Carriage Hills for the payment of the severance funding obligations of the Ridge Association.
- 5.3 A copy of the Receiver's Interim R&D for the Hills Association and the Ridge Association is attached hereto as **Appendix "P"**. As presented therein the Receiver currently holds \$1,456,207.12 and \$2,184,329.11 in its trust accounts for the Hills Association and the Ridge Association, respectively. The Receiver seeks approval of its Interim R&D.

6.0 PROFESSIONAL FEES

- 6.1 The fees and disbursements of the Administrator for the period November 30, 2020 to January 5, 2021 are detailed in the affidavit of Matthew Marchand, sworn February 5, 2021 and attached hereto as **Appendix “Q”**. The fees and disbursements of the Administrator for the period of November 30, 2020 to January 5, 2021 encompass 191.5 hours at an average hourly rate of \$430.74, for a total of \$82,486.75, prior to disbursements of \$1,438.12 and applicable taxes of \$10,910.23. BDO is requesting that the Court approve its total fees and disbursements, inclusive of disbursements and applicable taxes, in the amount of \$94,835.10.
- 6.2 The fees and disbursements of the Receiver for the period January 6, 2021 to January 31, 2021 are detailed in the affidavit of Matthew Marchand, sworn February 5, 2021 and attached hereto as **Appendix “R”**. The Receiver’s fees for the period January 6, 2021 to January 31, 2021 encompass 211.3 hours at an average hourly rate of \$428.19, for a total of \$102,241.30, prior to disbursements of \$161.29 and applicable taxes of \$11,783.04. BDO is requesting that the Court approve its total fees and disbursements, inclusive of disbursements and applicable taxes, in the amount of \$102,421.83.
- 6.3 The fees and disbursements of the Administrator and Receiver’s counsel, A&B, for the period from November 29, 2020 to February 3, 2021 are detailed in the affidavit of Sam Babe, sworn February 5, 2021 and attached hereto as **Appendix “S”**. The fees of A&B for the period from November 29, 2020 to February 3, 2021 encompass 158.6 hours at an average hourly rate of \$658.85, for a total of \$104,493.50, prior to disbursements of \$797.50, for a total of \$105,291.00 prior to applicable taxes. The Receiver is requesting that the Court approve its counsel’s total fees and disbursements, inclusive of taxes, in the amount of \$118,895.65.

7.0 RECOMMENDATIONS

7.1 The Receiver requests that the Court grant an Order:

- a) approving this First Report and the activities of the Receiver since its appointment as described herein;
- b) approving the Receiver's proposed Claims Process as set out herein;
- c) approving the Receiver's proposed Collection Plan Process as set out herein;
- d) authorizing the Receiver to reimburse Carriage Hills for payment of severance funding obligations made on behalf of Carriage Ridge;
- e) authorizing the Receiver to pay certain Association costs pertaining to the pre-receivership period which were entered into in the normal course prior to the closure of the Resorts including bonus payments related to the Resort Employees;
- f) approving the fees and disbursements of the Administrator, Receiver and its legal counsel A&B, as outlined herein and detailed in the supporting fee affidavits appended hereto and authorizing the Receiver to pay all approved and unpaid fees and disbursements; and
- g) approving the Receiver's Interim R&D.

All of which is respectfully submitted this 5 day of February, 2021.

**BDO CANADA LIMITED RECEIVER OF
CARRIAGE HILLS VACATION OWNERS ASSOCIATION &
CARRIAGE RIDGE OWNERS ASSOCIATION
and without personal or corporate liability**



Per: Josie Parisi, CA, CPA, CBV, CIRP, LIT
Senior Vice-President

Appendix "B"

TO THE FIRST DEFAULT JUDGMENT REPORT
OF THE CLAIMS OFFICER

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	TUESDAY, THE 16 TH
)	
JUSTICE CONWAY	)	DAY OF FEBRUARY, 2021

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF **CARRIAGE RIDGE OWNERS
ASSOCIATION**

RECEIVER'S COLLECTION PLAN ORDER

THIS MOTION, made by BDO Canada Limited (“**BDO**”), in its capacity as receiver (in such capacity, the “**Receiver**”) over all of the assets, properties and undertakings of Carriage Ridge Owners Association (the “**Applicant**”) and all the lands and premises on which the Applicant operated the Carriage Ridge Resort (the “**Resort Property**”), appointed by Order of the Court with effect as of January 6, 2021 (the “**Receivership Order**”), for an Order (the “**Receiver’s Collection Plan Order**”) approving a procedure for the identification, quantification, and resolution of the Receiver’s Claims (defined below), was heard this day via Zoom judicial video conference due to the COVID-19 pandemic

ON READING the Motion Record of the Receiver dated February 5, 2021 (the “**Motion Record**”), the First Report of the Receiver dated February 5, 2021 (the “**First Report**”), and on hearing the submissions of counsel for the Receiver, counsel for Wyndham Worldwide Corporation, and counsel for Lori Smith and Karen Levins and the submissions of Christopher Diana, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of Christine Doyle sworn February 7, 2021,

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service and filing of this motion is hereby validated such that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:
 - (a) **“Acceptance of Settlement Deadline”** means the date that is thirty (30) days from the Date of Service of the Claims Package;

 - (b) **“Appeal Period”** means the period that concludes on the fifteenth calendar day following the issuance of a Claims Decision in respect of a Receiver’s Claim by the Claims Officer;

 - (c) **“BIA”** means the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;

 - (d) **“Business Day”** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;

 - (e) **“Claims Decision(s)”** means the Claims Officer’s written decision following his determination of each Disputed Claim, to be issued by the Claims Officer to the Receiver and the applicable Subject Member;

 - (f) **“Claims Officer”** means the individual appointed to act as a claims officer for the purpose of this Receiver’s Collection Plan Order, as set out in paragraph 21 of this Order;

 - (g) **“Claims Officer’s Report(s)”** means one or more reports prepared by the Claims Officer summarizing the Claims Decisions which are not appealed within the applicable Appeal Period;

- (h) “**Claims Package**” means a package including the applicable Receiver’s Claim, the Notice to Subject Members, the Instruction Letter, a blank form of Notice of Dispute, and any other documentation the Receiver may deem appropriate;
- (i) “**CJA**” means the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended;
- (j) “**Comeback Date**” means the date of the Comeback Hearing or, if no Comeback Hearing is required or held, the date that is twenty (20) days following the date of this Receiver’s Collection Plan Order;
- (k) “**Comeback Hearing**” means a hearing before the Court, as described in paragraph 60 of this Order;
- (l) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (m) “**Date of Service**” means that date of effective service of a Claim Package having regard to paragraph 52 of this Order;
- (n) “**Default Judgment Report(s)**” means one or more reports prepared by the Claims Officer setting out its recommendations as to the quantum of any default judgments to be issued in respect of any Undefended Claims;
- (o) “**Defaulting Subject Member(s)**” means any Subject Member who fails to conclude a settlement by the Acceptance of Settlement Deadline and/or submit a Notice of Dispute by the Notice of Dispute Deadline;
- (p) “**Dispute Package**” means a package including the applicable Receiver’s Claim, the applicable Notice of Dispute filed by the Subject Member in respect of the Receiver’s Claim, any supporting documentation filed by the Subject Member, and ancillary documentation;
- (q) “**Disputed Claim(s)**” means a Receiver’s Claim in respect of which a completed Notice of Dispute has been submitted to the Receiver by the Notice of Dispute Deadline;

- (r) **“Instruction Letter”** means the instruction letter to Subject Members, substantially in the form attached as **Schedule “A”** hereto, regarding the completion of a Notice of Dispute by the Subject Member, and the Receiver’s Collection Plan described herein;
- (s) **“Non-subject Member”** means a member of the Applicant:
- (i) who owes a debt to the Applicant that is the subject of either:
 - (1) a legal proceeding for the collection thereof already commenced by the filing of a claim; or
 - (2) a payment plan agreed to between the member and the Applicant’s collections agent, where the member is not in default under such plan,but only in regard to such debt, and not in regard to any other debt owed by the same member to the Applicant not falling under (1) or (2) above; or
 - (ii) who is the subject of BIA bankruptcy or proposal proceedings.
- (t) **“Notice to Subject Members”** means the notice for publication by the Receiver as described in paragraph 9 hereof, in the form attached as **Schedule “B”** hereto;
- (u) **“Notice of Dispute”** means the notice referred to in paragraph 20 hereof substantially in the form attached as **Schedule “C”** hereto which must be delivered to the Receiver by any Subject Member wishing to dispute a Receiver’s Claim, with reasons for its dispute and supporting documentation;
- (v) **“Notice of Dispute Deadline”** means the date that is thirty (30) days from the Date of Service of the Claims Package;
- (w) **“Person”** means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union,

government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;

- (x) “**Protocol**” means the E-Service Protocol of the Commercial List;
- (y) “**Subject Member(s)**” means members of the Applicant from whom the Receiver seeks payment pursuant to this Receiver’s Collection Plan, as described in greater detail in the First Report, which, for greater certainty, excludes any member to, and only to, the extent they are a Non-subject Member;
- (z) “**Receiver’s Claim**” means the Receiver’s Claim referred to in paragraphs 13 to 14 hereof to be filed by the Receiver, substantially in the form attached as **Schedule “D”** hereto;
- (aa) “**Receiver’s Website**” means the website maintained by the Receiver at the following URL: <https://www.bdo.ca/en-ca/extranets/carriage/>;
- (bb) “**Settlement Offer**” means a notice setting out the payment amount that the Receiver is prepared to accept in settlement of the applicable Receiver’s Claim which payment amount, for greater certainty, can be less than or equal to the amount of the applicable Receiver’s Claim;
- (cc) “**TSA**” means, collectively, the Time-Sharing Agreement dated August 8, 2003 between the Applicant, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., to which each Subject Member is bound pursuant to an Adherence Agreement;
- (dd) “**Undefended Claim(s)**” means any Receiver’s Claim in respect of which the Receiver does not receive a Notice of Dispute by the Notice of Dispute Deadline, or payment of the amount set out in the applicable Settlement Offer by the Acceptance of Settlement Deadline.

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the form and substance of each of the Receiver’s Claim, Notice to Subject Members, Instruction Letter, and Notice of Dispute, substantially in the forms attached as schedules hereto, are hereby approved. Despite the foregoing, the Receiver may, from time to time, make such minor changes to such forms as the Receiver, in consultation with the Claims Officer, considers necessary or desirable.

7. **THIS COURT ORDERS** that the Receiver shall send a copy of this Receiver’s Collection Plan Order to each Subject Member by ordinary mail or email to the last known address or email address of the Subject Member, within seven (7) days following the issuance of the Receiver’s Collection Plan Order.

8. **THIS COURT ORDERS** that the Receiver shall cause the Receiver’s Collection Plan Order to be posted to the Receiver’s Website as soon as reasonably practicable after its issuance, and cause it to remain posted thereon until its discharge as Receiver.

9. **THIS COURT ORDERS** that the Receiver shall cause the Notice to Subject Members to be published in the next available Saturday or Wednesday national edition of *The Globe and Mail*.

NOTICE TO SUBJECT MEMBERS

10. **THIS COURT ORDERS** that the Receiver shall send a Claims Package to each Subject Member by ordinary mail or email to the last known address or email address of the Subject

Member, within seven (7) days following the Comeback Date. The Claims Package shall contain (each as defined herein):

- (a) the applicable Receiver's Claim;
- (b) the Notice to Subject Members;
- (c) the Instruction Letter;
- (d) a blank form of Notice of Dispute; and
- (e) the applicable Settlement Offer.

11. **THIS COURT ORDERS** that the Receiver shall cause the Notice to Subject Members, the Instruction Letter, and a blank form of Notice of Dispute to be posted to the Receiver's Website as soon as reasonably practicable, and cause them to remain posted thereon until its discharge as Receiver.

12. **THIS COURT ORDERS** that upon request by a Subject Member for a Claims Package or documents or information relating to the Receiver's Collection Plan, the Receiver shall forthwith send the applicable Claims Package, direct such Subject Member to the documents posted on the Receiver's Website, or otherwise respond to the request for information or documents as the Receiver considers appropriate in the circumstances.

RECEIVER'S CLAIMS

13. **THIS COURT ORDERS** that the Receiver's Claim shall constitute the Receiver's formal request for payment of the outstanding indebtedness owing by each Subject Member, calculated in accordance with the TSA, as described in the First Report.

14. **THIS COURT ORDERS** that the Receiver's Claim shall constitute an initiating process against the applicable Subject Member. The service and adjudication of each Receiver's Claim in accordance with the terms of this Receiver's Collection Plan Order shall form a sufficient basis upon which this Court may grant judgment against the applicable Subject Member.

15. **THIS COURT ORDERS** that all Receiver's Claims shall be denominated in the original currency of the Receiver's Claim. Where no currency is indicated, the Receiver's Claim shall be

presumed to be in Canadian Dollars. Any Receiver's Claims denominated in a foreign currency shall be converted to Canadian Dollars based on the Bank of Canada's daily average rate for that currency against the Canadian Dollar in effect on the date of this Receiver's Collection Plan Order.

RESOLUTION OF RECEIVER'S CLAIMS

16. **THIS COURT ORDERS** that the Receiver shall include in each Claims Package a Settlement Offer setting out the amount that the Receiver is prepared to accept in full and final settlement of the applicable Receiver's Claim.

17. **THIS COURT ORDERS** that each Settlement Offer shall remain open for acceptance until the Acceptance of Settlement Deadline.

18. **THIS COURT ORDERS** that where a Subject Member pays the full amount of the Settlement Offer to the Receiver by the Acceptance of Settlement Deadline, the Receiver will provide the applicable Subject Member with written confirmation that the Receiver's Claim has been satisfied.

19. **THIS COURT ORDERS** that nothing herein derogates from the Receiver's power, pursuant to subparagraph 4(g) of the Receivership Order, to otherwise negotiate with the Subject Members, for the purpose of resolving the Receiver's Claims on terms acceptable to the applicable parties.

NOTICES OF DISPUTE

20. **THIS COURT ORDERS** that any Subject Member who disputes the Receiver's Claim against them shall submit to the Receiver a Notice of Dispute, together with copies of all documents relied upon by such Subject Member, by the Notice of Dispute Deadline.

CLAIMS OFFICER'S APPOINTMENT

21. **THIS COURT ORDERS** that Tim Duncan of Fogler, Rubinoff LLP shall be and is hereby appointed as the Claims Officer, with the rights, duties, responsibilities and obligations prescribed by this Receiver's Collection Plan Order. The Claims Officer's duties shall

commence upon his receipt of the first Dispute Package from the Receiver, pursuant to paragraph 30 of this Order.

CLAIMS OFFICER'S ROLE

22. **THIS COURT ORDERS** that the Claims Officer, in addition to its prescribed rights, duties, responsibilities and obligations under this Receiver's Collection Plan Order, shall assist the Receiver and the Subject Members in the determination of the Receiver's Claims, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Receiver's Collection Plan Order or incidental thereto.

23. **THIS COURT ORDERS** that the Claims Officer shall track and allocate its fees and disbursements on a Disputed-Claim-by-Disputed-Claim basis to facilitated the potential cost awards contemplated by paragraph 34 of this Order.

24. **THIS COURT ORDERS** that in carrying out his mandate, the Claims Officer may, among other things:

- (a) make all necessary inquiries, take accounts, and assess costs;
- (b) adopt processes which, in his discretion, he considers appropriate to facilitate the adjudication of the Receiver's Claims, having regard for the principles set out in Rule 2 of the *Rules of Civil Procedure*, and with a view to proceeding in the simplest, least expensive and most expeditious fashion;
- (c) consult the Receiver, the Subject Member, and any other persons the Claims Officer considers appropriate;
- (d) report to the Court as prescribed herein, in stages if necessary or appropriate; and
- (e) apply to this Court for advice and directions as, in his discretion, the Claims Officer deems necessary.

25. **THIS COURT ORDERS** that the Claims Officer is authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Receiver's Collection Plan Order,

including dealing with any Court, regulatory body or other government ministry, department or agency, and to take all such steps as are necessary or incidental thereto.

26. **THIS COURT ORDERS** that the Claims Officer, once appointed, is hereby authorized (i) to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Receiver's Claim has been adequately proven, waive strict compliance with the requirements of this Receiver's Collection Plan Order as to completion and execution of such forms, and (ii) to request any further documentation or other evidence from the Receiver, the Subject Members and/or third parties that may reasonably be required in order to determine the validity of a Receiver's Claim, including any defences thereto.

27. **THIS COURT ORDERS** that (i) in carrying out the terms of this Receiver's Collection Plan Order, the Claims Officer shall have all of the protections given him by this Receiver's Collection Plan Order, and as an officer of this Court, including the stay of proceedings in his favour, (ii) the Claims Officer shall incur no liability or obligation as a result of the carrying out of the provisions of this Receiver's Collection Plan Order, except to the extent that the Claims Officer has acted with gross negligence or willful misconduct, (iii) the Claims Officer shall be entitled to rely on the books and records of the Applicant and the Subject Members, and any information provided by the Receiver and the Subject Members, all without independent investigation, and (iv) the Claims Officer shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information or in any information provided by any party, except to the extent that the Claims Officer has acted with gross negligence or willful misconduct. Nothing in this Order shall derogate from the protections afforded a person pursuant to Section 142 of the CJA.

28. **THIS COURT ORDERS** that the Receiver shall pay from the Applicant's estate the reasonable professional fees and disbursements of the Claims Officer on presentation and acceptance of invoices from time to time. The Claims Officer shall be entitled to a reasonable retainer against his fees and disbursements which shall be paid upon request by the Receiver.

29. **THIS COURT ORDERS** that the Claims Officer shall pass its accounts from time to time, and for this purpose the accounts of the Claims Officer are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADJUDICATION OF DISPUTED CLAIMS

30. **THIS COURT ORDERS** that, following the Notice of Dispute Deadline, the Receiver may, at its discretion, file with the Claims Officer a Dispute Package in respect of any Disputed Claim(s) that it intends to pursue. Each Dispute Package shall include:

- (a) the applicable Receiver's Claim;
- (b) the applicable Notice of Dispute, together with any supporting documentation filed by the Subject Member; and
- (c) any ancillary documentation.

31. **THIS COURT ORDERS** that the Receiver shall be entitled to abandon any Disputed Claim, without costs, at its discretion, provided that the Disputed Claim has not yet been referred to the Claims Officer.

32. **THIS COURT ORDERS** that the Receiver shall provide notice to the applicable Subject Member as to whether a Disputed Claim has been referred to the Claims Officer or abandoned, within seven (7) days of the Disputed Claim being so referred or abandoned.

33. **THIS COURT ORDERS** that, subject to further order of the Court, the Claims Officer shall determine the validity and amount of each Disputed Claim referred to the Claims Officer. In doing so, the Claims Officer shall be empowered to determine the process by which further evidence may be brought before him, if necessary, as well as any other procedural matters which may arise in respect of the determination of any Disputed Claim.

34. **THIS COURT ORDERS** that the Claims Officer shall be entitled to decide the Disputed Claims on the basis of the written record contained within the applicable Dispute Package, in his discretion.

35. **THIS COURT ORDERS** that the Claims Officer shall be empowered to make an award of costs against the Subject Member, having regard for the factors set out in Rule 57.01 of the *Rules of Civil Procedure*, as part of his determination of the Disputed Claims. To the extent a Claims Decision affirms a Receiver's Claim, the cost award shall, at minimum, reflect the fees and disbursements incurred by the Claims Officer in determining the validity and amount of a Disputed Claim on a solicitor and client basis.

36. **THIS COURT ORDERS** that, following his determination of each Disputed Claim, the Claims Officer shall prepare a Claims Decision, in writing, and provide a copy of same to the Receiver and the applicable Subject Member.

RIGHT OF APPEAL

37. **THIS COURT ORDERS** that each of the Receiver and the Subject Member shall be entitled to appeal the applicable Claims Decision to the Court by serving upon the other, within the Appeal Period, a notice of appeal returnable on a date to be fixed by this Court.

38. **THIS COURT ORDERS** that if a notice of appeal is not served within such period, then the applicable Claims Decision shall be deemed to be final and binding and there shall be no further right of appeal, review or recourse to the Court from the Claims Decision.

39. **THIS COURT ORDERS** that, following the expiry of the Appeal Period, the Receiver will seek the direction of the Court regarding the procedure for the hearing of the appeals commenced pursuant to paragraph 37 of this Order. All appeals shall proceed as true appeals on the basis of the record before the Claims Officer, and not as hearings *de novo*. The Claims Officer shall not have any role in the appeal process.

40. **THIS COURT ORDERS** that, to the extent that appeals raise common issues, the Receiver may seek to have such appeals consolidated.

41. **THIS COURT ORDERS** that, for clarity, the Receiver shall have the power to settle or abandon any appeals brought pursuant to this Order.

DEFAULT PROCEEDINGS

42. **THIS COURT ORDERS** that any Subject Member who fails to:

- (a) conclude a settlement by the Acceptance of Settlement Deadline; and
- (b) submit a Notice of Dispute by the Notice of Dispute Deadline,

shall be deemed to be in default (the “**Defaulting Subject Members**”).

43. **THIS COURT ORDERS** that each Defaulting Subject Member shall be deemed to admit the truth of all allegations of fact made in the applicable Undefended Claim, including the amount(s) owing by them.

44. **THIS COURT ORDERS** that, upon satisfying the Claims Officer (in his sole discretion) that the Claims Package was duly served on the Subject Member in accordance with this Order, the Receiver shall be entitled to default judgment against the Defaulting Subject Members in the amounts set out in the Undefended Claims.

45. **THIS COURT ORDERS** that, following the passage of the Acceptance of Settlement Deadline and the Notice of Dispute Deadline, the Receiver shall refer the Undefended Claims to the Claims Officer.

46. **THIS COURT ORDERS** that the Claims Officer shall review the Undefended Claims, and shall prepare a Default Judgment Report. The Receiver shall be entitled to an omnibus default judgment against the Defaulting Subject Members, in the amounts set out in the Default Judgment Report, to be issued by the Court.

ISSUANCE OF JUDGMENTS

47. **THIS COURT ORDERS** that following the expiry of the Appeal Period, the Claims Officer shall prepare and file with the Court the Claim’s Officer’s Report.

48. **THIS COURT ORDERS** that the Receiver shall be entitled to judgment against the applicable Subject Members in the amounts identified in the Claims Officer’s Report, and shall bring a motion to the Court for the purpose of obtaining such judgments.

49. **THIS COURT ORDERS** that the Receiver need not provide said Subject Members with notice of this motion for judgment.

50. **THIS COURT ORDERS AND DECLARES** that the Receiver has the authority to exercise the Applicant's right to enforce judgment against a Subject Member by, among other methods, payment of the judgement amount in whole or in part from any distribution from the Applicant's estate to which the Subject Member is entitled.

51. **THIS COURT ORDERS** that, other than by payment from distribution pursuant to paragraph 50 of this Receiver's Collection Plan Order, enforcement of judgments obtained pursuant to this Order against Subject Members shall be stayed until the earlier of the date of closing of a sale of the Resort Property and further Order of this Court.

SERVICE AND NOTICES

52. **THIS COURT ORDERS** that the Receiver may, unless otherwise specified by this Claims Procedure Order, serve and deliver the Receiver's Collection Plan Order, the Claims Package, and any letters, notices or other documents to the Subject Members or any other interested person by forwarding true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email to such persons at the physical or electronic address, as applicable, last shown on the books and records of the Applicant. Any such service and delivery shall be deemed to have been received: (a) if sent by ordinary mail or registered mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

53. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, through the administration of the Receiver's Collection Plan, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at

<https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. 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 upon transmission.

54. **THIS COURT ORDERS** that any notice or communication (including Notices of Dispute) to be given under this Receiver's Collection Plan Order to the Receiver shall be in writing in substantially the form, if any, provided for in this Receiver's Collection Plan Order, and will be sufficiently given only if delivered by email, or if it cannot be given by email by prepaid registered mail, courier or personal delivery, addressed to:

BDO Canada Limited
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Collections

Email: BDOCarriageRidge@bdo.ca

Any such notice or communication shall be deemed to be received upon actual receipt thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

55. **THIS COURT ORDERS** that in the event that this Receiver's Collection Plan Order is later amended by further order of the Court, the Receiver shall post such further order on the Receiver's Website, and such posting shall constitute adequate notice to Subject Members of such amended Receiver's Collection Plan.

56. **THIS COURT ORDERS** that this Receiver's Collection Plan Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*.

NON-SUBJECT MEMBERS

57. **THIS COURT ORDERS** that, to the extent a member of the Applicant, due to the nature of certain of its debts, falls under the definition of Subject Member, it will be treated, and must act, as a Subject Member, as regards only to the Receiver's Claim corresponding to such

debts, even if the member also falls under the definition of Non-subject Members due to the nature of other of its debts.

58. **THIS COURT ORDERS AND DECLARES** that the Receiver has the authority to exercise, in its discretion, the Applicant's rights against a Non-subject Member by, among other methods:

- (a) payment of the amount of any judgment obtained in a legal proceeding commenced against the Non-subject Member; and
- (b) payment of any amount outstanding under the payment plan agreed to between the member and the Applicant's collections agent,

from any distribution from the Applicant's estate to which the Non-subject Member is entitled.

59. **THIS COURT ORDERS AND DECLARES** that:

- (a) where a legal proceeding has been commenced against a Non-subject Member wherein no judgment has yet been obtained or other final resolution reached; or
- (b) where a Non-subject Member is or was bankrupt or in BIA proposal proceedings, and to the extent that the Receiver's Claim is stayed or compromised in such BIA proceedings,

the Receiver may, in its discretion, hold in reserve any distribution from the Applicant's estate to which the Non-subject Member is otherwise entitled pending resolution of such legal proceeding or agreement with the Non-subject Member and/or its trustee in bankruptcy or proposal trustee, as applicable, for distribution from the Non-subject Member's estate to satisfy the amount owed to the Applicant or any lesser amounts accepted in settlement thereof.

COMEBACK HEARING

60. **THIS COURT ORDERS** that any affected party who seeks to vary or set aside any provision of this Receiver's Collection Plan Order in accordance with Rule 37.14 must, within twenty (20) days of this Receiver's Collection Plan Order, set a hearing date with the Court

office, on at least seven (7) days notice to the Receiver. On expiry of such twenty (20) day period, the Receiver may seek to consolidate any such scheduled hearings into a single comeback hearing (the “**Comeback Hearing**”).

MISCELLANEOUS

61. **THIS COURT ORDERS** that the Receiver or the Claims Officer may from time to time apply to this Court to amend, vary or supplement this Receiver’s Collection Plan Order or for advice and directions in the discharge of their respective powers and duties hereunder.

62. **THIS COURT ORDERS** that the filing of a jury notice by any Subject Member is hereby prohibited pursuant to Section 108(3) of the *Courts of Justice Act* (Ontario).

63. **THIS COURT ORDERS** that all Subject Members are required to preserve evidence which they know or ought to know is relevant to a Receiver’s Claim.

64. **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, or abroad, to give effect to this Order and to assist the Receiver, the Claims Officer and their respective 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 and to the Claims Officer, as officers of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Receiver and the Claims Officer and their respective agents in carrying out the terms of this Order.

65. **THIS COURT ORDERS** that each of the Receiver and the Claims Officer 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.

66. **THIS COURT ORDERS** that this Receiver's Collection Plan Order and all of its provisions are effective from the as of 12:01 a.m. Eastern Standard Time on the date of this Order without any need for entry and filing.

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

SCHEDULE "A"
FORM OF INSTRUCTION LETTER

Instruction Letter

Step 1: Review the Receiver's Collection Order, the Receiver's Claim, the Notice to Subject Members and the Settlement Offer delivered along with this Instruction Letter and any other documentation in the Claim Package. Further information with respect to the Receiver's Collection Plan, including the Receiver's Collection Order and the First Report of the Receiver filed with the Court in connection with the Receiver's Collection Plan, is available on the Receiver's website: <https://www.bdo.ca/en-ca/extranets/carriage/>.

Step 2: If you do not dispute the amount of the Receiver's Claim and are prepared to accept the Settlement Offer, you may notify the Receiver in writing of your acceptance and arrange for payment of the Settlement Amount by no later than **thirty (30) days from the date of service of the Settlement Offer** as calculated under paragraph 52 of the Receiver's Collection Order. Any notice or communication to be given to the Receiver must be in writing and delivered by email, or if it cannot be given by email by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Collections

Email: BDOSettlement@bdo.ca

Step 3: If you do dispute the amount of the Receiver's Claim, and do not accept the Settlement Offer, you must complete a **Notice of Dispute** form. State what you disagree with and why, and if there is anything you agree with. Attach copies of any documents that help your case. If you want to pay all or part of the amount owing to the Receiver, state how much you will pay and when you will pay.

Step 4: Deliver your completed Notice of Dispute form and any attachments to the Receiver by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery to the address above, by no later than **thirty (30) days from the date of service of the Settlement Offer** as calculated under paragraph 52 of the Receiver's Collection Order.

NOTE: Any Subject Member who fails to submit either payment of the Settlement Amount or a Notice of Dispute within 30 days from the date of service of the Settlement Offer as calculated under paragraph 52 of the Receiver's Collection Order, shall be deemed to admit the amount(s) owing by them as set out in the Receiver's Claim, and the Receiver shall be entitled to seek default judgment against said Subject Members in the said amounts.

Step 5: Subject to further order of the Court, the Claims Officer appointed to administer the Receiver's Collection Plan may determine the validity and amount of the Receiver's Claim against you if you have filed a Notice of Dispute within the required time lines. Following the determination of the Receiver's Claim against you, the Claims Officer will notify both you and the Receiver of his or her decision, in writing (the "**Claims Decision(s)**").

Step 6: You or the Receiver will be entitled to appeal the Claims Decision to the Court by serving upon the other and filing with the Court, within fifteen (15) calendar days of notification of the Claims Decision (the "**Appeal Period**"), a notice of appeal returnable on a date to be fixed by the Court. If a notice of appeal is not filed within such period, then the Claims Decision shall be deemed to be final and binding upon you.

SCHEDULE "B"
FORM OF NOTICE TO SUBJECT MEMBERS

CARRIAGE RIDGE OWNERS ASSOCIATION COLLECTION PROCESS

NOTICE TO SUBJECT MEMBERS (DELINQUENT MEMBERS)

SUBJECT MEMBERS OF CARRIAGE RIDGE OWNERS ASSOCIATION

Please read this notice carefully as it may affect your legal rights.

If you are a **Delinquent Member** of the Carriage Ridge Owners Association (the "**Association**"), you may be a Subject Member.

PURPOSE OF THIS NOTICE

BDO Canada Limited has been appointed as the receiver (the "**Receiver**"), of the assets, undertakings and properties of the Association and of property and assets of the Carriage Ridge resort in an application commenced by the Association at the Ontario Superior Court of Justice (Commercial List) bearing Court File No. CV-20-00640266-00CL.

By way of an Order of the Honourable Justice Conway dated February 16, 2021 (the "**Receiver's Collection Order**"), the Receiver has established a process (the "**Receiver's Collection Plan**") for the identification and determination of claims by the Receiver against certain members of the Association for unpaid Basic Charges, Special Charges, Personal Charges, late penalties and interest.

You are a Subject Member if you have a delinquent account in connection with your ownership in the resort and you have not already entered into a payment arrangement to satisfy such claim or it is not yet assigned for litigation. If you are a Subject Member, your legal rights will be affected by the Receiver's Collection Plan.

THE RECEIVER'S COLLECTION PLAN

The Receiver's Collection Plan can be summarized as follows:

- a) **Claim Package.** A Subject Member will receive a Claim Package including the Receiver's Claim, this Notice to Subject Members, an Instruction Letter, a blank Notice of Dispute form and a Settlement Offer, along with any other documentation the Receiver may deem appropriate, by mail or email.
- b) **Settlement of Claims.** If you do not dispute the amount of the Receiver's Claim and are prepared to accept the Settlement Offer, you may notify the Receiver in writing of your acceptance and arrange for payment of the Settlement Amount by no later than thirty (30) days from the date of service of the Claim Package (the "**Acceptance of Settlement Deadline**"). Any notice or communication to be given to the Receiver must be in writing and delivered by email, or if it cannot be given by email by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED

20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Collections

Email: BDOCarriageRidge@bdo.ca

- c) **Notice of Dispute.** If you do dispute the amount of the Receiver's Claim, and do not accept the Settlement Offer, you must complete and deliver the **Notice of Dispute** form and any attachments to the Receiver by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery to the address above, by no later than thirty (30) days from the date of service of the Claim Package (the "**Notice of Dispute Deadline**").

NOTE: If a Subject Member fails pay the Settlement Amount or deliver to the Receiver a Notice of Dispute within 30 days of the date of service of this Claims Package as calculated under paragraph 52 of the Receiver's Claims Order, judgment may be given against them in their absence and without further notice.

- d) **Determination of Unsettled Disputes by Claims Officer.** Subject to further order of the Court, the Claims Officer appointed to administer the Receiver's Collection Plan will determine the validity and amount of each disputed Receiver's Claim. Following the determination of the Receiver's Claims, the Claims Officer will notify the Receiver and the applicable Subject Member of his or her decision, in writing (the "**Claims Decision(s)**").
- e) **Right of Appeal.** The Receiver and each Subject Member will be entitled to appeal the Claims Decisions to the Court by serving upon the other and filing with the Court, within fifteen (15) calendar days of notification of the Claims Decisions (the "**Appeal Period**"), a notice of appeal returnable on a date to be fixed by the Court. If a notice of appeal is not filed within such period, then the Claims Decisions shall be deemed to be final and binding.

ADDITIONAL INFORMATION

Further information, including the Receiver's Collection Order and the First Report of the Receiver filed with the Court in connection with the Receiver's Collection Plan, is available on the Receiver's website: <https://www.bdo.ca/en-ca/extranets/carriage/>.

INTERPRETATION

This notice is a summary of the terms of the Receiver's Collection Order. If there is a conflict between the provisions of this notice and the terms of Receiver's Collection Order, the Receiver's Collection Order prevails.

Any party affected by the Receiver's Collection Order should obtain such legal advice as they deem appropriate as soon as possible to address the matters set out in the Receiver's Collection Order.

THIS NOTICE WAS APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

SCHEDULE "C"

FORM OF NOTICE OF DISPUTE

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CARRIAGE RIDGE OWNERS ASSOCIATION by its Court-appointed
receiver, BDO CANADA LIMITED

Claimant

and

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED SCHEDULE A

Respondent

NOTICE OF DISPUTE

Respondent

Last name, or name of company		
First name	Second name	Also known as
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code		Fax no.
Representative (if any)		LSO #
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code		Fax no.

THIS NOTICE OF DISPUTE IS BEING DELIVERED ON BEHALF OF: (Name(s) of respondent(s))

and I/we: (Check as many as apply)

- Dispute the claim made against me/us.
- Admit the full claim and propose the following terms of payment:

\$ _____ per _____ commencing _____, 20 _____ .

(Amount) (Week/month)

Admit part of the claim in the amount of \$ _____ and propose the following terms of payment:
\$ _____ per _____ commencing _____, 20_____.
(Amount) (Week/month)

REASONS FOR DISPUTING THE CLAIM AND DETAILS:

Explain what happened, including where and when. Explain why you do not agree with the claim made against you.

If you are relying on any documents, you **MUST** attach copies to the Notice of Dispute. If evidence is lost or unavailable, you **MUST** explain why it is not attached.

What happened?

Where?

When?

Why I/we disagree with all or part of the claim:

ADDITIONAL PAGES ARE ATTACHED BECAUSE MORE ROOM WAS NEEDED.

Prepared on: _____, 20 _____ (Signature of defendant or representative)

This Notice of Dispute should be deliver to the Receiver by email or, if it cannot be given by email, by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Collections
Email: BDOCarriageRidge@bdo.ca

**CARRIAGE RIDGE OWNERS ASSOCIATION, by its Court- and
appointed receiver, BDO CANADA LIMITED**

**THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED
SCHEDULE A**

Claimant

Respondent

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO**

NOTICE OF DISPUTE

SCHEDULE "D"
FORM OF RECEIVER'S CLAIM

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CARRIAGE RIDGE OWNERS ASSOCIATION by its Court-
appointed receiver, BDO CANADA LIMITED

Claimant

and

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED
SCHEDULE A

Respondent

RECEIVER'S CLAIM

TO THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED SCHEDULE A:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Claimant. The details of the claim made against you are set out in the following pages. The amount of the claim against you is set out at Schedule A hereto.

Please refer to the Instruction Letter that was enclosed with this Receiver's Claim for instructions as to how to respond to this Receiver's Claim. A copy of the Instruction Letter may also be found at: <https://www.bdo.ca/en-ca/extranets/carriage/>

NOTE: If you fail to respond to this Receiver's Claim as instructed in the Instruction Letter, judgment may be given against you in your absence and without further notice.

Date: _____

RECEIVER'S CLAIM

1. BDO Canada Limited, in its capacity as Court-appointed receiver over all of the assets, properties and undertakings of (in such capacity, the "Receiver") of the Carriage Ridge Owners Association (the "Claimant") and the Carriage Ridge Resort (as defined below), claims as against the Subject Member identified in Schedule A hereto (the "Subject Member"), damages as set out in Schedule A hereto, consisting of:

- (a) any indebtedness owing to the Claimant by the Subject Member, which was incurred during the period from <*> to January 6, 2021, pursuant to the TSA (as defined below) (the "Indebtedness");
- (b) interest on the Indebtedness calculated at a rate of <*>% per annum in accordance with the TSA (or alternatively, at the rate prescribed by the Courts of Justice Act, R.S.O. 1990 c. C. 43, as amended (the "CJA")), from <*> to the date of judgment;
- (c) post-judgment interest at a rate of <*>% per annum, in accordance with the TSA (or alternatively, at the rate prescribed by the CJA);
- (d) a fee of \$500 representing an estimate of legal and collection costs incurred to the date of issuance of the Receiver's Collection Plan Order (defined below) (the "Issuance Date");
- (e) the Receiver's costs of this proceeding from the Issuance Date on a complete or, in the alternative, substantial indemnity basis, plus all applicable disbursements and taxes; and
- (f) such further and other relief as the Claims Officer (defined below) or the Court may deem just.

Procedural Background

2. The Claimant was established as a not-for-profit entity and incorporated by letter patent on August 6, 1996, as a corporation without share capital under the *Corporations Act* (Ontario) to operate, maintain, improve and protect the Carriage Hill time-sharing resort in Horseshoe Valley, Ontario (the “Carriage Ridge Resort”).
3. The Applicant is comprised of its members (the “Members”), each of whom is an owner as tenant-in-common of an undivided interest in the real property on which the Carriage Ridge Resort operates (the “Resort Property”).
4. The Receiver was appointed by way of the Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “Court”) with effect as of January 6, 2021.
5. By order dated February 16, 2021, the Court authorized the Receiver to collect certain amounts owing to the Applicant by its members, by way of a simplified procedure described therein (the “Receiver’s Collection Plan Order”). A copy of the Receiver’s Collection Plan Order is publicly available at the Receiver’s website located at: <https://www.bdo.ca/en-ca/extranets/carriage/>.
6. Pursuant to the Receiver’s Collection Plan Order, the Court appointed a claims officer (the “Claims Officer”) to adjudicate claims brought pursuant to the Receiver’s Collection Plan Order, including the within Receiver’s Claim.

The TSA

7. The Claimant, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., entered into Time Sharing Agreements dated August 8, 2003 (the “TSA”), each relating to a different phase of development of the Resort Property.
8. The Subject Member is party and signatory to an Adherence Agreement, which binds it to the TSA.
9. The Receiver pleads and relies upon all of the terms of the TSA. Pursuant to the terms of the TSA, the Subject Member agreed, among other things, to pay the following charges, in proportion to the number of time-share intervals owned by the Subject Member, where applicable:
 - (a) the Subject Member’s share of a “Basic Charge” comprised of Carriage Ridge resort expenses (“Resort Expenses”), due yearly, in advance;
 - (b) the Subject Member’s share of any “Special Charge” that may be assessed if the Basic Charges prove to be insufficient to pay Resort Expenses; and
 - (c) any “Personal Charges” resulting from the Subject Member’s own acts, such as telephone charges or repair of damage caused by the Subject Member.

The Subject Member’s Obligations to the Claimant

10. Between the period from <*> to January 6, 2021, the Subject Member incurred the Indebtedness in the form of Basic Charges, Special Charges and Personal Charges in its capacity as a member of the Claimant. Pursuant to the Order of this Court dated July

2, 2020, the Subject Member was assessed a \$1,000 Delinquency Fee on October 1, 2020.

11. The Subject Member is also liable under the TSA for all interest accrued and accruing on the Indebtedness. Such interest, along with the Delinquency Fee, now form part of the Indebtedness.
12. To date, despite the Claimant's and the Receiver's efforts to recover the Indebtedness, the Indebtedness remains outstanding.
13. The Receiver states that it is entitled to payment of the Indebtedness from the Subject Member, pursuant to the terms of the TSA.
14. The Receiver further states that by non-payment of the Indebtedness, the Subject Member has been unjustly enriched, to the detriment of the Claimant and the Claimant's other members, for which enrichment there is no juristic reason. The Receiver pleads and relies upon the principle of unjust enrichment and seeks a disgorgement from the Subject Member in an amount equivalent to the Indebtedness.
15. The Receiver pleads and relies upon the terms of the Receiver's Collection Plan Order, and any applicable Rules and/or statutes referred to therein.
16. If necessary, this Receiver's Claim may be served on a party outside of Ontario without leave in accordance with Rule 17.02 of the Rules of Civil Procedure because it relates to a contract that was made in Ontario.
17. This Receiver's Claim will be prosecuted before the Claims Officer in Toronto in accordance with the Receiver's Collection Plan Order.

Date: <*>, 2021

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, Ontario
M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
Tel: (416) 865-3085
E-mail: smitra@airdberlis.com

Sam Babe (LSO # 49498B)
Tel: (416) 865-7718
E-mail: sbabe@airdberlis.com

Lawyers for BDO Canada Limited

CARRIAGE RIDGE OWNERS ASSOCIATION, by its Court- appointed receiver, BDO CANADA LIMITED

Claimant

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED SCHEDULE A

Respondent

Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO**

RECEIVER'S CLAIM

AIRD & BERLIS LLP
Barristers and Solicitors
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
Tel: (416) 865-3085
E-mail: smitra@airdberlis.com

Sam Babe (LSO # 49498B)
Tel: (416) 865-7718
E-mail: sbabe@airdberlis.com

Fax (416) 863-1515

Lawyers for the Claimant

IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O

AND IN THE MATTERS OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE RIDGES OWNERS ASSOCIATION

Applicant

Court File No. CV-20-00640266-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at Toronto

RECEIVER'S COLLECTION ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
Tel: (416) 865-3085
E-mail: smitra@airdberlis.com

Sam Babe (LSO # 49498B)
Tel: (416) 865-7718
E-mail: sbabe@airdberlis.com

Fax (416) 863-1515

*Lawyers for BDO Canada Limited in its capacity as the
court-appointed Receiver of Carriage Ridge Owners
Association*

Appendix "C"

**TO THE FIRST DEFAULT JUDGMENT REPORT
OF THE CLAIMS OFFICER**

Court File No. CV-20-00640266-00CL

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

THE HONOURABLE MADAM	)	WEDNESDAY, THE 10 TH
)	
JUSTICE CONWAY	)	DAY OF MARCH, 2021

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF **CARRIAGE RIDGE OWNERS
ASSOCIATION**

ORDER

THIS MOTION made by BDO Canada Limited (“**BDO**”), in its capacity as receiver (in such capacity, the “**Receiver**”) over all of the assets, properties and undertakings of the Carriage Ridge Owners Association (the “**Applicant**”) and all the lands and premises on which the Applicant operated the Carriage Ridge Resort, appointed by an Amended and Restated Appointment Order (the “**Receivership Order**”) with effect as of January 6, 2021, for an Order, *inter alia*, (i) approving the Second Report of the Receiver dated March 1, 2021 (the “**Second Report**”) and the activities of the Receiver set out therein, (ii) approving the form and content of the Settlement Proposal to be sent to those of the Applicant’s members (the “**Subject Members**”) who are subject to the Receiver’s Collection Plan Order made February 16, 2021 (the “**Collection Plan Order**”), (iii) amending the timeline of the collection plan set out in the Collection Plan Order, and (iv) approving the engagement of external accountants by the Receiver was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver dated March 1, 2021 (the “**Motion Record**”) and the Second Report, and on hearing the submissions of counsel for the Receiver, counsel for Wyndham Worldwide Corporation and counsel for David and Phyllis Lennox and the submissions of Christopher Diana, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of Christine Doyle sworn March 1, 2021,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record and the Notice of Motion contained therein is hereby validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF ACTIVITIES

2. **THIS COURT ORDERS** that the Second Report and the Receiver’s activities set out therein be and are hereby approved.

SETTLEMENT OFFERS

3. **THIS COURT ORDERS** that the form and substance of the settlement offer to Subject Members (the “**Settlement Offer**”), substantially in the form attached as **Schedule “A”** hereto, is hereby approved with such minor changes as the Receiver may, from time to time, consider necessary or desirable.

4. **THIS COURT ORDERS** that, for purposes of the Settlement Offers, the Discounts, as defined in and calculated in accordance with sections 2.2.3 and 2.2.4 of the Seconds Report, are hereby approved for Subject Members whose accounts, apart from the Court-imposed Delinquency Fee and the Receiver-assessed Collection Fee (as such terms are defined in the Second Report): (a) exceed \$50; and (b) include unpaid fees, reserve fees, property taxes and/or sales taxes.

5. **THIS COURT ORDERS** that the Receiver is authorized and directed not to serve Settlement Offers on Subject Members whose accounts, apart from the Delinquency Fee and the Collection Fee:

- a. include only interest and late fees but no unpaid fees, reserve fees, property taxes or sales taxes; or
- b. do not exceed \$50,

(collectively, the “**Small Account Subject Members**”) until further Order of this Court, and that the Collection Plan Order, including its Schedules, is hereby amended accordingly.

COLLECTION PLAN

6. **THIS COURT ORDERS** that paragraph 10 of the Collection Plan Order is hereby amended to increase the number of days for service of the Claims Package from seven (7) days following the Comeback Date to fourteen (14) days following the Comeback Date (as such capitalized terms are defined in the Collection Plan Order).

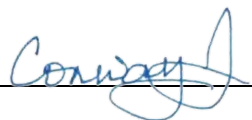
ENGAGEMENT OF ACCOUNTANT

7. **THIS COURT ORDERS** that the engagement of Powell Jones LLP by the Receiver, as authorized by paragraph 4(d) of the Receivership Order and for the purposes described in the Second Report, is hereby approved.

GENERAL

8. **THIS COURT ORDERS** that this Order is effective from the date that it is made and is enforceable without any need for entry and filing.

9. **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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.



SCHEDULE “A”

Court File No. CV-20-00640265-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CARRIAGE RIDGE OWNERS ASSOCIATION, by its Court-
appointed receiver, BDO CANADA LIMITED

Claimant

and

THE SUBJECT MEMBER IDENTIFIED IN THE ATTACHED
APPENDIX “A”

Respondent

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43, AS AMENDED

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF **CARRIAGE RIDGE OWNERS
ASSOCIATION**

SETTLEMENT OFFER

The Claimant, Carriage Ridge Owners Association (the “**Association**”) by its Court-appointed receiver, BDO Canada Limited (in such capacity, the “**Receiver**”), offers to settle the Receiver’s Claim enclosed with this Settlement Offer on the following terms:

1. The Subject Member shall pay to the Receiver the amount identified as the Proposed Account Settlement as set out on the attached **Appendix “A”** (the “**Settlement Amount**”).

2. For the purpose of encouraging settlements, a litigation avoidance discount, approved by Order of Madam Justice Conway of the Ontario Superior Court of Justice made March 10, 2021 (the “**Discount**”), has been incorporated into the Settlement Amount. The Discount is equal to the aggregate amount of all late fees, administrative fees, accrued financing and other charges assessed by the Association against the Subject Member’s account but does not include any amount in respect of the \$1,000 Delinquency Fee charged pursuant to the Order of Madam Justice Conway made July 2, 2020, or any amount in respect of the \$500 Collection Fee assessed by the Receiver.
3. The Receiver shall accept payment of the Settlement Amount in full and final settlement of the Receiver’s Claim if this Settlement Offer is accepted and payment is made by no later than thirty (30) days from the date of service of this Settlement Offer (the “**Acceptance of Settlement Deadline**”).
4. The Receiver shall provide any Subject Member who pays the Settlement Amount by the Acceptance of Settlement Deadline with confirmation of full and final satisfaction of the Receiver’s Claim and will not deduct the amount of the Discount from any future distribution to which the Subject Member may be entitled.
5. If you wish to accept this Settlement Offer, you must execute Appendix “A” and return the executed document together with the Settlement Amount to the Receiver by the Acceptance Settlement Deadline. The required payment and the executed Settlement Offer may be delivered by prepaid registered mail, courier or personal delivery to:

BDO CANADA LIMITED

20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Ridge Collections

6. Note that this Settlement Offer is not made in respect of, nor will acceptance of this Settlement Offer compromise, any amounts owing by the Subject Member to the Association that do not form part of the Receiver's Claim. These excluded amounts will include any amounts subject to:
- (a) a legal proceeding for the collection thereof already commenced by the filing of a claim; or
 - (b) a payment plan agreed to between the member and the Applicant's collections agent, where the member is not in default under such plan.

Date: , 2021

AIRD & BERLIS LLP

Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, Ontario
M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)

Tel: (416) 865-3085
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Sam Babe (LSO # 49498B)

Tel: (416) 865-7718
E-mail: sbabe@airdberlis.com

Fax (416) 863-1515

*Lawyers for BDO Canada Limited in its
capacity as the court-appointed Receiver of
Carriage Ridge Owners Association*

Settlement Offer Appendix "A"
Proposed Account Settlement

Subject Member Name: <*>

Subject Member Carriage Ridge Owners Association Account No.: <*>

Proposed Account Settlement amount = \$ <*>

This Settlement Offer must be accepted by return of the acceptance below along with payment of the above amount within thirty (30) days from the date of service of this Settlement Offer.

* * *

In consideration of the Settlement Offer and the Discount contained therein, the undersigned Subject Members hereby accepts the Settlement Offer as of the ____ day of _____, 2021 and encloses herewith irrevocable payment in the amount of the Proposed Account Settlement.

Witness Name:)
)
)
)
)
)
)
)

<*>

**IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O
AND IN THE MATTERS OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE RIDGE OWNERS ASSOCIATION**

Applicant

Court File No. CV-20-00640266-00CL

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

ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)
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*Lawyers for BDO Canada Limited in its capacity as the
court-appointed Receiver of Carriage Ridge Owners
Association*

Appendix "D"

**TO THE FIRST DEFAULT JUDGMENT REPORT
OF THE CLAIMS OFFICER**



Sam Babe
 Direct: 416.865.7718
 Email: sbabe@airdberlis.com

November 24, 2021

BY EMAIL (tduncan@foglers.com)

Tim Duncan, Claims Officer
c/o Fogler, Rubinoff LLP
 77 King Street West, Suite 3000
 Toronto, Ontario M5K 1G8

Dear Mr. Duncan:

**Re: In the Matter of the Administration Proceedings of Carriage Hills
 Vacation Owners Association (Court File No. CV-20-00640265-00CL)**

**And Re: In the Matter of the Administration Proceedings of Carriage Ridge
 Owners Association (Court File No. CV-20-00640266-00CL)**

And Re: Omnibus Default Proceedings against Defaulting Subject Members

We are counsel to BDO Canada Limited in its capacity as receiver (the “**Receiver**”) of each of the Carriage Hills Vacation Owners Association and the Carriage Ridge Owners Association (collectively, the “**Associations**”). We write to you in your capacity as Claims Officer, appointed pursuant to Receiver’s Collection Plan Orders made in the above-referenced proceedings on February 16, 2021 (as amended by Orders dated March 10, 2021, the “**Collection Plan Orders**”).

All capitalized terms not otherwise defined in this letter shall have the meanings assigned to them in the Collection Plan Orders.

Pursuant to paragraph 44 of the Collection Plan Orders, the Receiver is entitled to default judgment against Defaulting Subject Members if the Receiver satisfies the Claims Officer that the Claims Packages were served in accordance with the Orders. To that end, this letter sets out the actions taken by the Receiver in respect of service of Claims Packages upon Defaulting Subject Members. Where such actions have been the subject of prior reporting to the Court by the Receiver or are the subject of affidavits previously provided to the Claims Officer, we provide the applicable citations for ease of reference.

Paragraph 10 of the Collection Plan Orders requires the Receiver to have sent a Claims Package to each Subject Member within fourteen days of the Comeback Date, either by mail or by email. Since there was no Comeback Hearing held, the Comeback Date was, pursuant to subparagraph 2(j) of the Collection Plan Orders, March 8, 2021. The deadline for service of the Claims Package was, accordingly, March 22, 2021.

As stated in the applicable Affidavits of Mailing of Vanessa Flis, sworn June 24, 2021, previously provided to you, the Claims Packages were either sent by mail on March 18, 2021 or by email on March 19, 2021, ahead of the March 22 deadline. These actions were also reported at

November 24, 2021
Page 2

subsections 2.1.1 (t) through (w) of the Receiver's Third Report to the Court, dated April 16, 2021 (the "**Third Report**").

Prior to service of the Claims Packages, the Receiver also gave the required notice of the Collection Plan Orders as follows:

- (a) in accordance with paragraph 7 of the Collection Plan Orders, the Receiver caused copies of the Collection Plan Orders to be mailed or emailed to the Subject Members on February 21, 22, 23 or 24, 2021, as stated in the applicable Affidavits of Mailing of Vanessa Flis, sworn June 24, 2021, previously provided to you, and as reported at subsections 2.1.1 (f) and (g) of the Third Report;
- (b) in accordance with paragraph 8 of the Collection Plan Orders, the Receiver posted the Collection Plan Orders to its website on February 18, 2021 at the following urls:
 - (i) <https://www.bdo.ca/BDO/media/Extranets/carriage/Collection-Plan-Order-Hills-February-16,-2021.pdf>; and
 - (ii) <https://www.bdo.ca/BDO/media/Extranets/carriage/Collection-Plan-Order-Ridge-February-16,-2021.pdf>;
- (c) in accordance with paragraph 9 of the Collection Plan Orders, the Receiver arranged for notices of the Collection Plan Orders to be published in the national edition of *The Globe and Mail* on February 20, 2021, a digital copy of which published notices was previously provided to you; and
- (d) in accordance with paragraph 11 of the Collection Plan Orders, the Receiver posted the Collection Plan Orders to, together with the forms of Instruction Letter, Notice to Subject Members and Notice of Dispute scheduled thereto, on the Receiver's website on February 22, 2021 at the following urls:
 - (i) <https://www.bdo.ca/BDO/media/Extranets/carriage/Collection-Order-documents-Carriage-Hills.pdf>;
 - (ii) <https://www.bdo.ca/BDO/media/Extranets/carriage/Collection-Order-documents-Carriage-Ridge.pdf>; and

The Receiver served the Claims Packages based on contact details contained in the Associations' records, with such records updated for instances where Subject Members made the Receiver aware of an address change. All Claims Packages were sent by ordinary mail except in certain cases where emails were sent to international Subject Members (in addition to ordinary mail) or where emails were sent in accordance with paragraph 52 of the Collection Plan Orders to Subject Members for whom the Receiver did not have an ordinary mailing address. The details of what Subject Members were served by which means are contained in the applicable Vanessa Flis Affidavits of Mailing.

As noted in the listing of Defaulting Subject Members provided to the Claims Officer by the Receiver, certain mailed Claims Packages were returned, undeliverable. Pursuant to section 13.01 of the Associations' Time Sharing Agreements (the "**TSAs**"), Association members are required to maintain up to date contact information on file with the Associations and any notice

November 24, 2021
Page 3

mailed to a member's address on file will be deemed to have been received, regardless of whether it was actually received.

For your reference, the TSAs can be found in the Associations' original Application Records (the "**Application Records**") as follows:

- (a) <https://www.bdo.ca/BDO/media/Extranets/carriage/Carriage-Hills-Application-Record-dated-April-30-2020.pdf> (starting at page 46 of the PDF); and
- (b) <https://www.bdo.ca/BDO/media/Extranets/carriage/Carriage-Ridge-Application-Record-dated-April-30-2020.pdf> (starting at page 44 of the PDF).

As stated at paragraphs 18 and 19 of the Affidavit of Darren Chappelle sworn April 30, 2020 and contained in the Application Records (the "**Chappelle Affidavit**"), every Association member signed the same TSAs. For your reference, the Chappelle Affidavit can be found at page 18 of the above Application Records PDFs.

We confirm that each of the Subject Members identified on the lists sent to Claims Officer by the Receiver on July 20, 2021 (and subject to corrections sent on August 5, 2021), did not conclude a settlement by the Acceptance of Settlement Deadline or an submit a Notice of Dispute by the Notice of Dispute Deadline. As a result, each such Subject Member is a Defaulting Subject Member. Pursuant to paragraph 43 of the Collection Plan Orders, each Defaulting Subject Member is deemed to admit the truth of all allegations of fact made in the applicable Undefended Claim.

We trust that, based on the actions outlined in this letter, the Claims Officer will be satisfied that the Claims Packages were served in accordance with the Collection Plan Orders and will be able prepare a Default Judgment Report confirming that such service was sufficient. The Receiver will rely on that Default Judgment Report in bringing a motion for a omnibus default judgment against the Defaulting Subject Members.

Please contact us if your have any questions or require additional information.

Yours truly,

AIRD & BERLIS LLP



Sam Babe

cc: Matthew Marchand (marchand@bdo.ca)
Sanjeev Mitra (smitra@airdberlis.com)

46495230.2

Appendix "E"

**TO THE FIRST DEFAULT JUDGMENT REPORT
OF THE CLAIMS OFFICER**

Texans face water service disruptions as power grid is restored

CALLAGHAN O'HARE HOUSTON

In the latest fallout from a crippling winter storm, more than 14 million Texans on Friday had to endure disrupted water service, leaving many longing for a hot shower just as the state's power grid jerked back to life after five days of blackouts.

All the state's power plants were functioning again, although more than 195,000 homes remained without electricity on Friday morning, and residents of 160 of Texas's 254 counties had water service disruptions, according to the Texas Commission on Environmental Quality.

Nearly two dozen deaths have been attributed to the cold snap. Officials say they suspect many more have died, but the bodies have not been discovered.

A warming trend is expected to relieve some of the pressure on the region on Saturday, the National Weather Service said.

"One more night of below freezing temperatures at some areas, then a warm up is expected into the weekend," the weather service's Houston office wrote on Twitter on Friday.

Bitter cold weather and snow have paralyzed Texas since Sunday, shutting down much of the state's electricity grid and freezing pipes and waterways, leaving communities across the state either without water altogether or forced to boil it for safety.

Monday was the third coldest day since record keeping began, according to Texas state climatologist John Nielsen-Gammon, with a statewide average temperature of -8.5 C, citing records dating back to 1890.

That same day, temperatures in the state capital of Austin dropped below those in parts of Alaska.

Jennifer Jordan, 54, of Midlothian, just south of Dallas, said she and her husband were without power even though the family's online account with the provider indicated their issues had been "resolved."

"I have no power at my house — not one drop of power," the high-school special-education teacher said in an interview. "It's really hard. You are really longing to get a hot shower, eat a hot meal."

But even as services in many neighbourhoods return, broken pipes and other damage continue to render some homes uninhabitable.

In Houston on Friday, plumbers worked to repair pipes that froze and ruptured in Drew Alinscough's 1920s bungalow, damaging several rooms. Water service has been returned to his block, but remains turned off for their home as repairs continue.

"Right now, we're not really able to live in there," said the 33-year-old engineer, who has been staying with his in-laws for the past several days. "Hopefully, by this weekend we'll be able to have everything cleaned up enough."

In parts of the state, frozen roads remained impassable. Ice-downed lines and other issues had utility workers scrambling to reconnect homes to power, while oil and gas producers look for ways to renew output.

Hospitals in some hard-hit areas ran out of water and transferred patients elsewhere. Millions of people were ordered to boil their drinking water after water-treatment plants lost power, which could allow harmful bacteria to proliferate.

In Houston, a mass distribution of bottled water opened at Delmar Stadium on Friday, the city's Office of Emergency Management said. Around midday, the line of cars waiting to enter the stadium stretched for at least half a mile, one police officer told Reuters.

Speaking at the stadium distribution site, Houston Mayor Sylvester Turner said the city aimed to distribute more than one million bottles of water to its residents on Friday and that another mass distribution would take place on Saturday.

A boil-water order for the city might be lifted as soon as Monday, he said.

Lina Hidalgo, the top elected official in Harris County, which encompasses Houston, said she was pleased with progress, but warned residents to brace for more hardship.

REUTERS

CARRIAGE HILLS VACATION OWNERS ASSOCIATION COLLECTION PROCESS NOTICE TO SUBJECT MEMBERS (DELINQUENT MEMBERS) SUBJECT MEMBERS OF CARRIAGE HILLS VACATION OWNERS ASSOCIATION

Please read this notice carefully as it may affect your legal rights.

If you are a **Delinquent Member** of the Carriage Hills Vacation Owners Association (the "**Association**"), you may be a Subject Member.

PURPOSE OF THIS NOTICE

BDO Canada Limited has been appointed as the receiver (the "**Receiver**"), of the assets, undertakings and properties of the Association and of property and assets of the Carriage Hills resort in an application commenced by the Association at the Ontario Superior Court of Justice (Commercial List) bearing Court File No. CV-20-00640265-00CL.

By way of an Order of the Honourable Justice Conway dated February 16, 2021 (the "**Receiver's Collection Order**"), the Receiver has established a process (the "**Receiver's Collection Plan**") for the identification and determination of claims by the Receiver against certain members of the Association for unpaid Basic Charges, Special Charges, Personal Charges, late penalties and interest.

You are a Subject Member if you have a delinquent account in connection with your ownership in the resort and you have not already entered into a payment arrangement to satisfy such claim or it is not yet assigned for litigation. If you are a Subject Member, your legal rights will be affected by the Receiver's Collection Plan.

THE RECEIVER'S COLLECTION PLAN

The Receiver's Collection Plan can be summarized as follows:

- Claim Package.** A Subject Member will receive a Claim Package including the Receiver's Claim, this Notice to Subject Members, an Instruction Letter, a blank Notice of Dispute form and a Settlement Offer, along with any other documentation the Receiver may deem appropriate, by mail or email.
- Settlement of Claims.** If you do not dispute the amount of the Receiver's Claim and are prepared to accept the Settlement Offer, you may notify the Receiver in writing of your acceptance and arrange for payment of the Settlement Amount by no later than thirty (30) days from the date of service of the Claim Package (the "**Acceptance of Settlement Deadline**"). Any notice or communication to be given to the Receiver must be in writing and delivered by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5
Attention: Carriage Hills Collections
Email: BDOCarriageHills@bdo.ca

- Notice of Dispute.** If you do dispute the amount of the Receiver's Claim, and do not accept the Settlement Offer, you must complete and deliver the **Notice of Dispute** form and any attachments to the Receiver by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery to the address above, by no later than thirty (30) days from the date of service of the Claim Package (the "**Notice of Dispute Deadline**").

NOTE: If a Subject Member fails to pay the Settlement Amount or deliver to the Receiver a Notice of Dispute within 30 days of the date of service of this Claims Package as calculated under paragraph 52 of the Receiver's Claims Order, judgment may be given against them in their absence and without further notice.

- Determination of Unsettled Disputes by Claims Officer.** Subject to further order of the Court, the Claims Officer appointed to administer the Receiver's Collection Plan will determine the validity and amount of each disputed Receiver's Claim. Following the determination of a Receiver's Claims, the Claims Officer will notify the Receiver and the applicable Subject Member of his or her decision, in writing (the "**Claims Decision(s)**").

- Right of Appeal.** The Receiver and each Subject Member will be entitled to appeal the Claims Decisions to the Court by serving upon the other, within fifteen (15) calendar days of notification of the Claims Decisions (the "**Appeal Period**"), a notice of appeal returnable on a date to be fixed by the Court. If a notice of appeal is not filed within such period, then the Claims Decisions shall be deemed to be final and binding.

ADDITIONAL INFORMATION

Further information, including the Receiver's Collection Order and the First Report of the Receiver filed with the Court in connection with the Receiver's Collection Plan, is available on the Receiver's website: <https://www.bdo.ca/en-ca/extranets/carriage/>.

INTERPRETATION

This notice is a summary of the terms of the Receiver's Collection Order. If there is a conflict between the provisions of this notice and the terms of Receiver's Collection Order, the Receiver's Collection Order prevails.

Any party affected by the Receiver's Collection Order should obtain such legal advice as they deem appropriate as soon as possible to address the matters set out in the Receiver's Collection Order.

THIS NOTICE WAS APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

CARRIAGE RIDGE OWNERS ASSOCIATION COLLECTION PROCESS NOTICE TO SUBJECT MEMBERS (DELINQUENT MEMBERS) SUBJECT MEMBERS OF CARRIAGE RIDGE OWNERS ASSOCIATION

Please read this notice carefully as it may affect your legal rights.

If you are a **Delinquent Member** of the Carriage Ridge Owners Association (the "**Association**"), you may be a Subject Member.

PURPOSE OF THIS NOTICE

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You are a Subject Member if you have a delinquent account in connection with your ownership in the resort and you have not already entered into a payment arrangement to satisfy such claim or it is not yet assigned for litigation. If you are a Subject Member, your legal rights will be affected by the Receiver's Collection Plan.

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- Settlement of Claims.** If you do not dispute the amount of the Receiver's Claim and are prepared to accept the Settlement Offer, you may notify the Receiver in writing of your acceptance and arrange for payment of the Settlement Amount by no later than thirty (30) days from the date of service of the Claim Package (the "**Acceptance of Settlement Deadline**"). Any notice or communication to be given to the Receiver must be in writing and delivered by email, or if it cannot be given by email, by prepaid registered mail, courier or personal delivery, addressed to:

BDO CANADA LIMITED
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Toronto, ON M5E 1C5
Attention: Carriage Ridge Collections
Email: BDOCarriageRidge@bdo.ca

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- Right of Appeal.** The Receiver and each Subject Member will be entitled to appeal the Claims Decisions to the Court by serving upon the other, within fifteen (15) calendar days of notification of the Claims Decisions (the "**Appeal Period**"), a notice of appeal returnable on a date to be fixed by the Court. If a notice of appeal is not filed within such period, then the Claims Decisions shall be deemed to be final and binding.

ADDITIONAL INFORMATION

Further information, including the Receiver's Collection Order and the First Report of the Receiver filed with the Court in connection with the Receiver's Collection Plan, is available on the Receiver's website: <https://www.bdo.ca/en-ca/extranets/carriage/>.

INTERPRETATION

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Any party affected by the Receiver's Collection Order should obtain such legal advice as they deem appropriate as soon as possible to address the matters set out in the Receiver's Collection Order.

THIS NOTICE WAS APPROVED BY THE ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)



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Appendix "F"

**TO THE FIRST DEFAULT JUDGMENT REPORT
OF THE CLAIMS OFFICER**

Equiant Number	Member Name	Sum of MAINT FEE	Sum of RESERVE FEE	Sum of PROP TAX	Sum of HST FEE	Sum of SERV FEE	Sum of LATE CHG	Sum of ADMIN FEE	Sum of NSF CHG	Sum of COLL FEE	Sum of FIN CHG	Sum of NET RECEIVABLE - Jan 2021	Interest (30%) - Sept 2020 - Jan 2021	Delinquency	Admin	Jan 31 AR - Receiver's Claim	Mailed/Em ailed/Both	Mailing Package Sent - Date	Reversal of Delinquency Fees for Duplicate Accounts	Adjusted Balance Owing
250251007305	COULTER, MAGDALENA	37.55	9.91	2.91	6.49	-	11.59	-	-	-	-	5.81	74.26	7	-	500	581.37	Mailed	18-Mar-21	581.37
250251005037	PEREDES, JASMIN	72.52	18.29	4.98	11.93	-	31.43	-	-	-	-	10.96	150.11	13	-	500	663.58	Mailed	18-Mar-21	663.58
250251000950	WITTEMAN, LYNN	120.84	30.33	8.27	19.72	-	35.91	-	-	-	-	44.85	259.92	22	1,000	500	1,782.32	Mailed	18-Mar-21	1,782.32
250251000206	HOOSAIN, YASMIN	215.11	54.27	14.71	35.24	-	63.98	-	-	-	-	79.85	463.16	40	1,000	500	2,003.08	Mailed	18-Mar-21	2,003.08
250251003118	LOBO, EMILA	311.87	92.30	25.07	53.18	-	96.67	-	-	-	-	265.39	844.48	60	1,000	500	2,404.78	Mailed	18-Mar-21	2,404.78
250251007768	SAMUEL, KEMBA	327.71	82.02	22.12	53.26	-	297.02	-	-	-	-	371.29	1,153.42	61	1,000	500	2,714.06	Mailed	18-Mar-21	2,714.06
250251002903	MAHLER, MARK	330.48	201.11	18.14	94.61	-	45.79	-	-	-	-	484.61	1,174.74	81	1,000	500	2,755.28	Mailed	18-Mar-21	2,755.28
250251001370	YAP, ALECIA SE WEN	1,003.21	251.11	67.73	163.06	-	82.80	(55.30)	-	-	-	97.00	1,609.61	186	1,000	500	3,295.25	Mailed	18-Mar-21	3,295.25
250251006433	HADDAD, DAN	752.40	188.34	50.79	122.31	-	445.54	-	-	-	-	102.10	1,661.48	139	1,000	500	3,300.71	Mailed	18-Mar-21	3,300.71
250251007161	SZARZEC, PETER	706.70	251.11	67.73	163.06	-	237.72	-	-	-	-	297.19	1,723.51	149	1,000	500	3,372.09	Mailed	18-Mar-21	3,372.09
250251007170	BAKER, JAMES	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	-	1,782.13	186	1,000	500	3,467.77	Mailed	18-Mar-21	3,467.77
250251000383	MAIA, JOHN	705.16	186.42	52.55	116.18	-	415.51	-	-	-	-	374.05	1,849.87	133	1,000	500	3,482.41	Mailed	18-Mar-21	3,482.41
250251003867	ACOSTA, CARLOS ROBERTO	618.04	251.11	68.14	144.61	-	216.38	-	-	-	-	595.09	1,893.37	135	1,000	500	3,528.61	Mailed	18-Mar-21	3,528.61
250251004809	DICKS, STACEY ALEX	671.89	195.93	53.18	112.83	-	458.68	-	-	-	-	457.37	1,949.88	129	1,000	500	3,579.11	Mailed	18-Mar-21	3,579.11
250251007656	MCEACHNIE, CANDICE	842.72	251.11	67.73	163.06	-	264.92	-	-	-	-	331.19	1,920.73	166	1,000	500	3,586.31	Mailed	18-Mar-21	3,586.31
250251007104	DEACHMAN, CRISTINA	933.60	251.11	67.73	163.06	-	297.02	-	-	-	-	261.24	1,973.76	177	1,000	500	3,650.70	Mailed	18-Mar-21	3,650.70
250251001526	WELLS, LORIANNE	1,051.14	216.22	-	209.21	-	148.51	-	-	-	-	369.11	1,994.19	185	1,000	500	3,678.76	Mailed	18-Mar-21	3,678.76
250251007406	SNYCKERS, ANASTASIA	935.34	234.21	63.17	152.09	-	286.96	-	-	-	-	346.20	2,017.97	173	1,000	500	3,691.07	Mailed	18-Mar-21	3,691.07
250251005556	BERGNER, LOU	860.15	225.62	61.03	141.32	-	333.50	-	-	-	-	435.80	2,057.42	161	1,000	500	3,718.44	Mailed	18-Mar-21	3,718.44
250251005062	LAHTINE, SUSAN	842.74	251.11	67.73	163.06	-	297.02	-	-	-	-	436.57	2,058.23	166	1,000	500	3,723.81	Mailed	18-Mar-21	3,723.81
250251007343	BURRILL, NEIL	951.40	251.11	67.73	163.06	-	286.66	-	-	-	-	358.31	2,078.27	179	1,000	500	3,757.43	Mailed	18-Mar-21	3,757.43
250251006986	HENDRY, MICHAEL	962.00	251.11	67.73	163.06	-	288.78	-	-	-	-	360.99	2,093.67	180	1,000	500	3,774.16	Mailed	18-Mar-21	3,774.16
250251006371	BYERS, JAMES	976.08	251.11	67.73	163.06	-	291.60	-	-	-	-	364.50	2,114.08	182	1,000	500	3,796.33	Mailed	18-Mar-21	3,796.33
250251007659	LIPPETT, CHRISTINE	987.70	251.11	67.73	163.06	-	293.92	-	-	-	-	367.40	2,130.92	184	1,000	500	3,814.62	Mailed	18-Mar-21	3,814.62
250251000666	WILHOITE, JAWANNA YVONNE	987.79	251.11	67.73	163.06	-	293.94	-	-	-	-	367.41	2,131.04	184	1,000	500	3,814.75	Mailed	18-Mar-21	3,814.75
250251003202	MOORE, CINDY	987.86	251.11	67.73	163.06	-	293.96	-	-	-	-	367.41	2,131.13	184	1,000	500	3,814.85	Mailed	18-Mar-21	3,814.85
250251007689	101204575 SASKATCHEWAN LTD,	995.03	251.11	67.73	163.06	-	295.38	-	-	-	-	369.21	2,141.52	185	1,000	500	3,826.14	Mailed	18-Mar-21	1,000.00
250251006359	IUELE, FRANCESCA	995.21	251.11	67.73	163.06	-	295.42	-	-	-	-	369.29	2,141.82	185	1,000	500	3,826.46	Mailed	18-Mar-21	3,826.46
250251007412	CRUICKSHANK, DENISE	997.62	251.11	67.73	163.06	-	295.90	-	-	-	-	369.89	2,145.31	185	1,000	500	3,830.25	Mailed	18-Mar-21	3,830.25
250251003892	ANTOLIN, META	779.26	251.11	68.14	144.61	-	248.62	-	-	-	-	683.75	2,175.49	155	1,000	500	3,830.88	Mailed	18-Mar-21	3,830.88
250251007535	RYGAS, AGNES MARIA	998.52	251.11	67.73	163.06	-	296.08	-	-	-	-	370.10	2,146.60	185	1,000	500	3,831.65	Mailed	18-Mar-21	3,831.65
250251001387	BREAU, PAUL	999.21	251.11	67.73	163.06	-	296.22	-	-	-	-	370.29	2,147.62	185	1,000	500	3,832.76	Mailed	18-Mar-21	3,832.76
250251008312	SIMARD, DENIS	1,003.01	251.11	67.73	163.06	-	296.98	-	-	-	-	371.21	2,153.10	186	1,000	500	3,838.71	Mailed	18-Mar-21	3,838.71
250251001437	Boyd, Jeanette	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251000025	LIBRACH, BARBARA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	1,000.00
250251000116	CHEUNG, ANNIE	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251000346	SLEUGH, SEDRICK	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	1,000.00
250251000531	NAVA, NARCISO	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251000554	AU-MIRSALARI, EBRAHIM	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251000685	GEORGE, LINA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	1,000.00
250251000756	CAMPBELL, NEIL	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251000794	ROUFAIEL, NADIA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251000977	TRELEAVEN, MARK	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251001403	AUGER, JONATHAN	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	1,000.00
250251001519	CASTILLO, JAIME	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251001747	LALONDE, LISE	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251001875	RANDHAWA, RAJWINDER	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251001957	PIMENTEL, DUARTE	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251002847	POLLARD-MCFARLANE, DIANE MARI	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251003617	LAMBERT, BRYAN	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251004084	COGSWELL, DAVID	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251004199	THORBURN, WILLIAM	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251004683	LEE, CHIA CHIN	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	1,000.00
250251004738	JONES, RITA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251004892	SCHUBERT, ANNA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251005112	KOCH, CAROL	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	1,000.00
250251005206	AUGER, JONATHAN	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251005235	SLEUGH, SEDRICK	1,003.21	251.11	67.73	163.06	-	297.02	-	-	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	3,839.06
250251005304	LEE, CHIA CHIN	1,003.21	251.11	6																

250251007763	BRADY, BONNIE	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21		3,839.06
250251007900	KARABABAS, MARIA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21		3,839.06
250251007924	101204575 SASKATCHEWAN LTD,	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	1,000.00	2,839.06
250251007925	101204575 SASKATCHEWAN LTD,	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21		3,839.06
250251008184	DAVIS, ALVIN FLOYD	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21		3,839.06
250251008266	LALONDE, LISA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21		3,839.06
250251008298	DRAYCOTT, DEANNA	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21	1,000.00	2,839.06
250251008368	DRAGOSITS, JOCELYN	1,003.21	251.11	67.73	163.06	-	297.02	-	-	371.29	2,153.42	186	1,000	500	3,839.06	Mailed	18-Mar-21		3,839.06
250251007189	CORDERY, THOMAS	1,003.21	251.11	67.73	163.06	-	307.09	-	-	371.29	2,163.49	186	1,000	500	3,849.13	Mailed	18-Mar-21		3,849.13
250251003444	LUNN, JOHN	1,003.21	251.11	67.73	163.06	-	429.53	-	-	371.29	2,285.93	186	1,000	500	3,971.57	Mailed	18-Mar-21		3,971.57
250251001358	DUNLAP, AARON MARTIN	858.66	250.35	67.93	144.17	-	264.62	-	-	726.65	2,312.38	165	1,000	500	3,977.52	Mailed	18-Mar-21		3,977.52
250251005323	BEAUDROW, DAVID KEVIN	858.00	251.11	68.14	144.61	-	264.38	-	-	727.09	2,313.33	165	1,000	500	3,978.56	Mailed	18-Mar-21		3,978.56
250251006787	ROWE, DONALD	1,003.21	251.11	67.73	163.06	-	440.14	-	-	371.29	2,296.54	186	1,000	500	3,982.18	Mailed	18-Mar-21		3,982.18
250251007597	KERR, JAMES	860.37	251.11	68.14	144.61	-	264.84	-	-	728.41	2,317.48	166	1,000	500	3,983.01	Mailed	18-Mar-21		3,983.01
250251006785	YOUNG, LEONORA	860.52	251.11	68.14	144.61	-	264.88	-	-	728.42	2,317.68	166	1,000	500	3,983.23	Mailed	18-Mar-21		3,983.23
250251001506	IMPERIAL, JOHN	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251001625	ECKHARDT, KARREN	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251001922	BOYD, DARREN	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251002114	BUTT, MAZHAR MAHMOOD	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251002594	SMITH, CHRISTOPHER	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251002784	COOK, WAYNE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	1,000.00	2,984.62
250251002879	WINSTONE, CANDACE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251002950	TAGABING, VIC	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	1,000.00	2,984.62
250251003652	LOWRIE, JUNE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251004393	CEPEDA, HUGO	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	1,000.00	2,984.62
250251005213	SAUNDERS, DENISE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251005286	JUVENILE DIABETES RESEARCH JDRF,	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251005670	LEES, PAMELA	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	1,000.00	2,984.62
250251006366	HAGHIGHI, BEHZAD	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251006823	HO, GAVIN	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251006928	GILL, SANDRA	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	1,000.00	2,984.62
250251007102	SWACKHAMER, CHARLES	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	1,000.00	2,984.62
250251007232	RUTTLE, EARL	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21	1,000.00	2,984.62
250251007322	MARTHUR, TERENCE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251007608	YOUNG, GEAROLD	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251007739	DAGUANNO, FRANCESCA	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251007767	MARTINKO, LAWRENCE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251007885	YOUNG, LENNOX	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251007960	BENETEAU, CHERIE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251008032	LEES, PAMELA	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251008105	JAGJIWAN, JAYESH	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251008485	WORLDWIDE VACATION FIVE STAR P	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251103557	MITCHELL, DIANE	861.25	251.11	68.14	144.61	-	265.02	-	-	728.85	2,318.98	166	1,000	500	3,984.62	Mailed	18-Mar-21		3,984.62
250251004016	RAMIREZ, LUIS FERNANDO	861.25	251.11	68.14	144.61	-	290.96	-	-	728.85	2,344.92	166	1,000	500	4,010.56	Mailed	18-Mar-21		4,010.56
250251000694	PUGH, LAURI	1,003.21	251.11	67.73	163.06	-	429.53	-	-	470.67	2,385.31	186	1,000	500	4,070.95	Mailed	18-Mar-21		4,070.95
250251007127	DONAHUE, LAWRENCE	1,003.21	424.68	67.73	163.06	-	297.02	-	-	414.69	2,370.39	207	1,000	500	4,077.73	Mailed	18-Mar-21	1,000.00	3,077.73
250251100615	LUNDRIGAN, KEVIN	1,135.36	289.84	78.29	185.38	-	337.86	-	-	483.35	2,510.08	211	1,000	500	4,221.19	Mailed	18-Mar-21		4,221.19
250251003611	MORDEN, TODD	1,148.86	295.99	80.97	189.73	-	525.82	-	-	486.50	2,727.87	214	1,000	500	4,442.31	Mailed	18-Mar-21	1,000.00	3,442.31
250251008345	MORDEN, TODD	1,163.09	295.99	80.97	189.73	-	527.61	-	-	493.61	2,751.00	216	1,000	500	4,467.22	Mailed	18-Mar-21		4,467.22
250251004840	MACINTOSH, KAREN	1,206.64	308.21	84.50	196.94	-	923.68	-	25.00	221.54	2,966.51	225	1,000	500	4,691.05	Mailed	18-Mar-21		4,691.05
250251007847	SAJONAS, MICHAEL	1,214.86	340.14	94.60	214.36	-	557.07	-	-	587.92	3,008.95	233	1,000	500	4,741.95	Mailed	18-Mar-21		4,741.95
250251005090	BACUS, ROBERT	1,172.75	396.86	110.60	249.57	-	565.45	-	-	593.61	3,088.84	241	1,000	500	4,830.06	Mailed	18-Mar-21		4,830.06
250251006896	PARMESHWAR, MOONEA	1,566.47	206.81	135.75	230.52	-	448.10	-	-	534.90	3,122.55	267	1,000	500	4,889.99	Mailed	18-Mar-21		4,889.99
250251001365	SHAW, TIMOTHY WILLIAM	1,816.99	479.39	134.87	298.53	-	523.43	-	-	-	3,253.21	341	1,000	500	5,094.43	Mailed	18-Mar-21		5,094.43
250251007753	FORTIER, JULES	1,475.72	387.69	107.92	244.13	-	703.64	-	-	736.49	3,655.59	277	1,000	500	5,432.52	Mailed	18-Mar-21	1,000.00	4,432.52
250251002519	DONNELLY, SAMUEL	1,246.97	374.04	124.06	247.14	-	640.12	-	-	1,107.34	3,739.67	249	1,000	500	5,488.70	Mailed	18-Mar-21		5,488.70
250251006176	SPEEDE, ALYMA	1,399.45	575.44	67.73	163.06	-	895.86	-	-	767.89	3,869.43	276	1,000	500	5,645.14	Mailed	18-Mar-21		5,645.14
250251006964	BRUSH, CAROL	1,386.31	348.10	112.26	225.50	-	679.17	-	-	1,139.61	3,890.95	259	1,000	500	5,649.97	Mailed	18-Mar-21		5,649.97
250251002710	STYLES, PAUL M	1,508.26	399.98	135.86	268.78	-	511.31	-	-	1,272.05	4,096.24	289	1,000	500	5,885.35	Mailed	18-Mar-21		5,885.35
250251006390	QUINTANILLA, FELIPE	1,668.37	502.22	135.87	307.67	-	522.82	-	-	992.26	4,129.21	327	1,000	500	5,955.98	Mailed	18-Mar-21		5,955.98
250251008055	FAIRBARN, MONIKA	1,436.77	399.98	135.86	268.78	-	689.95	-	-	1,273.46	4,204.80	280	1,000						

250251005390	DONNELLY, BELINDA	1,864.46	502.22	135.87	307.67	-	562.04	-	-	-	1,100.14	4,472.40	351	1,000	500	6,323.68	Mailed	18-Mar-21		6,323.68
250251005507	NABI, DAVID	1,864.46	502.22	135.87	307.67	-	562.04	-	-	-	1,100.14	4,472.40	351	1,000	500	6,323.68	Mailed	18-Mar-21		6,323.68
250251005823	MEHMET, JOHN	1,864.46	502.22	135.87	307.67	-	562.04	-	-	-	1,100.14	4,472.40	351	1,000	500	6,323.68	Mailed	18-Mar-21	1,000.00	5,323.68
250251006311	SPANDEL, JACQUELINE	1,864.46	502.22	135.87	307.67	-	562.04	-	-	-	1,100.14	4,472.40	351	1,000	500	6,323.68	Mailed	18-Mar-21		6,323.68
250251007645	KNECHTEL, GRANT	1,864.46	502.22	135.87	307.67	-	562.04	-	-	-	1,100.14	4,472.40	351	1,000	500	6,323.68	Mailed	18-Mar-21		6,323.68
250251008464	SPRIGG, GARY	1,864.46	502.22	135.87	307.67	-	562.04	-	-	-	1,100.14	4,472.40	351	1,000	500	6,323.68	Mailed	18-Mar-21		6,323.68
250251008490	BLUE WATER VACATIONS LLC,	1,864.46	502.22	135.87	307.67	-	562.04	-	-	-	1,100.14	4,472.40	351	1,000	500	6,323.68	Mailed	18-Mar-21		6,323.68
250251007545	ANDEN, MARILYN	1,805.46	479.39	134.87	298.53	-	816.98	-	-	-	957.06	4,492.29	340	1,000	500	6,332.07	Mailed	18-Mar-21		6,332.07
250251000178	MCCRUM, CARRIE	1,814.38	478.66	134.65	298.09	-	820.45	-	-	-	960.59	4,506.82	341	1,000	500	6,347.54	Mailed	18-Mar-21		6,347.54
250251000660	JOHNSON, DEREK	1,814.38	478.66	134.65	298.09	-	820.45	-	-	-	960.59	4,506.82	341	1,000	500	6,347.54	Mailed	18-Mar-21		6,347.54
250251001721	ANDERSON, KATHERINE	1,814.38	478.66	134.65	298.09	-	820.45	-	-	-	960.59	4,506.82	341	1,000	500	6,347.54	Mailed	18-Mar-21		6,347.54
250251003204	COTTIER, DERON J	1,647.34	394.09	134.26	265.39	-	759.17	-	-	-	1,342.65	4,542.90	305	1,000	500	6,348.04	Mailed	18-Mar-21		6,348.04
250251000171	HOLLETTE, KAREN	1,815.97	479.39	134.87	298.53	-	820.10	-	-	-	962.01	4,510.87	341	1,000	500	6,351.97	Mailed	18-Mar-21		6,351.97
250251000020	CRECES, GUS	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251000026	SWACKHAMER, CHARLES	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251000524	CEPEDA, HUGO	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251001155	BRUESCHKE, HANS	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251002020	STOREY, DAVID	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251002245	SEGUIN, ROGER	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251005166	CHOMYN, GEORGE	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21	1,000.00	5,353.94
250251006058	ONEILL, BARRY	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251006114	BOAFO, MARCIA	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251006327	JAYZED CONSULTA,	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251006915	BLACK, SUSANNA	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251007285	CAREW, DARRELL	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251007311	RODGERS, SANDY	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251007528	BYRD, ERIC D	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251007815	GREEN, PAUL	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251007848	SINGH, SURJIT	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21	1,000.00	5,353.94
250251008064	TELSFORD, CARL	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251008211	DA RACHA OLIVEIRA, DANIEL	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Both	18-Mar-21		6,353.94
250251008308	MUNRO, DAVID	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251008461	JAB PROPERTY INVESTMENTS LLC,	1,816.99	479.39	134.87	298.53	-	820.45	-	-	-	962.49	4,512.72	341	1,000	500	6,353.94	Mailed	18-Mar-21		6,353.94
250251002518	TARDIF, ELOISE	1,877.42	505.90	137.00	309.90	-	562.04	-	-	-	1,111.14	4,503.40	354	1,000	500	6,357.18	Mailed	18-Mar-21		6,357.18
250251008036	LIVINGSTONE, SUSAN	1,864.46	502.22	135.87	307.67	-	612.04	-	-	-	1,100.14	4,522.40	351	1,000	500	6,373.68	Mailed	18-Mar-21		6,373.68
250251003672	MOREHOUSE, JEFF	1,657.89	397.17	135.10	267.16	-	759.17	-	-	-	1,351.47	4,567.96	307	1,000	500	6,375.13	Mailed	18-Mar-21		6,375.13
250251004629	TAGABING, VIC	1,864.45	502.23	135.85	307.66	-	827.05	-	-	-	893.00	4,530.24	351	1,000	500	6,381.51	Mailed	18-Mar-21		6,381.51
250251001258	DENNIS, DAVID	1,664.96	399.22	135.65	268.34	-	759.17	-	-	-	1,357.41	4,584.75	309	1,000	500	6,393.27	Mailed	18-Mar-21		6,393.27
250251002217	AYRES, DAVID	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251002639	WATKINS, RICHARD	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21	1,000.00	5,399.97
250251003577	HAYES, WAYNE	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251004258	SHEK, JEFFREY K F	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251004584	ROBERTSON, KATHLEEN	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251006435	HOPMAN, ELISABETH	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251006628	WOOLLER, ANN	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251008139	HUNT, SUSAN	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251008243	SHEEHAN, KEVIN	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21	1,000.00	5,399.97
250251008284	SHEEHAN, KEVIN	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21	1,000.00	5,399.97
250251008304	DELAND, ALAIN	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251008355	MCOMOND, JOSEE	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251008402	ADAMS, CHAD	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251008407	DERRICK, TIMOTHY	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251008459	SADA, JAIME GUTIERREX	1,667.55	399.98	135.86	268.78	-	759.17	-	-	-	1,359.61	4,590.95	309	1,000	500	6,399.97	Mailed	18-Mar-21		6,399.97
250251005940	WEESE, MARTIN	1,816.99	479.39	134.87	298.53	-	870.45	-	-	-	962.49	4,562.72	341	1,000	500	6,403.94	Mailed	18-Mar-21		6,403.94
250251002883	CARTER, COLLIS QUINN	1,864.46	502.22	135.87	307.67	-	662.04	-	-	-	1,100.14	4,572.40	351	1,000	500	6,423.68	Mailed	18-Mar-21		6,423.68
250251003955	MCNABB, AILEEN	1,864.46	502.22	135.87	307.67	-	496.54	-	-	-	1,286.82	4,593.58	351	1,000	500	6,444.86	Mailed	18-Mar-21		6,444.86
250251003996	NIBLOCK, ANNIE E	1,667.55	458.24	138.31	268.78	-	727.31	-	-	-	1,393.05	4,653.24	317	1,000	500	6,469.85	Mailed	18-Mar-21		6,469.85
250251002944	PREECE, JOANNE G	1,816.99	479.39	134.87	298.53	-	970.45	-	-	-	962.49	4,662.72	341	1,000	500	6,503.94	Mailed	18-Mar-21		6,503.94
250251005430	NADELA, EDMUND	1,667.51	399.99	135.86	268.79	15.77	849.89	-	-	-	1,359.61	4,697.42	309	1,000	500	6,506.44	Mailed	18-Mar-2		

250251003624 RAMSAY, SYDNEY	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251003673 SCAFIEZZO, MONICA	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251003675 CEDROFF, B EILEEN	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251003680 DAVIS, RACHAEL MARIAN	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251003964 MELKERT, GERALD WILLIAM	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251004414 LAM, KENNETH	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251004523 MAITLAND, CHRISTOPHER	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251004534 NEABEL, BRIAN	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251005665 TULLOCH, MUSLENA	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251006334 BARNARD, KEVIN JAMES	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	7,815.52
250251006467 WOLSCHT, PAUL	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251007292 PICHLER, BETTY	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251007943 REGALADO, JAVIER LAZARO	2,430.14	458.24	204.10	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.52	Mailed	18-Mar-21	8,815.52
250251003488 BARANIK, DOUG	2,430.14	458.24	204.11	375.49	-	1,506.65	-	-	1,907.40	6,882.02	433	1,000	500	8,815.53	Mailed	18-Mar-21	8,815.53
250251006101 MONGIAT, FERNANDO	2,594.09	575.44	203.26	413.89	-	1,604.55	-	-	1,464.55	6,855.78	473	1,000	500	8,829.12	Mailed	18-Mar-21	8,829.12
250251000818 PUCKNELL, TAMMY	2,605.68	574.71	203.04	413.45	-	1,613.06	-	-	1,469.32	6,879.26	475	1,000	500	8,853.87	Mailed	18-Mar-21	8,853.87
250251000452 KAUR, MANJIT	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251001459 RUSSO, REBECCA ANGELA	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251004916 CROSSLAND, MELISSA	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251006012 MOUCHIAN, NOUART	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251006042 RONSON, MATTHEW	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251007632 KUCHUREAN, NANCY	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251007933 SALMON, YVONNE	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251008240 SHEEHAN, KEVIN	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	1,000.00
250251008241 SHEEHAN, KEVIN	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	1,000.00
250251008286 SHEEHAN, KEVIN	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	1,000.00
250251008290 ROMEO, CARL	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Both	18-Mar-21	8,860.27
250251008302 POVERING, MAXINE	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	8,860.27
250251008303 BARNARD, KEVIN	2,608.29	575.44	203.26	413.89	-	1,613.06	-	-	1,471.22	6,885.16	475	1,000	500	8,860.27	Mailed	18-Mar-21	1,000.00
250251005490 GILL, SANDRA	2,678.24	730.50	203.01	443.14	-	1,023.24	-	-	1,784.60	6,862.73	507	1,000	500	8,869.59	Mailed	18-Mar-21	1,000.00
250251007524 GILL, SANDRA	2,678.24	730.50	203.01	443.14	-	1,023.24	-	-	1,784.60	6,862.73	507	1,000	500	8,869.59	Mailed	18-Mar-21	8,869.59
250251001333 WILLIAMS, JOSEPH	2,430.14	458.24	204.10	375.49	-	1,580.65	-	-	1,907.40	6,956.02	433	1,000	500	8,889.52	Mailed	18-Mar-21	8,889.52
250251000481 MOSER, LARRY	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	1,000.00
250251000545 CHEEK, CONSORCIA	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251000731 LUCAS, MARJORIE	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251001499 VALENCIA, ESTRELLITA	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251001767 SPYROU, NICOLE CELINA	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251001981 STRAKER, WALTER	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251002572 CHURLY, YVONNE ANNETTE	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251003977 VOGEL, PHILIP	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	1,000.00
250251004525 DONAHUE, LAWRENCE	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251004938 MUSCHETT, MARK	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251005613 MILLS, JOHN ALAN	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251005808 CHOMYNN, GEORGE	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251006565 QUEENSBOROUGH, RACQUEL	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251006641 SINGH, SURJIT	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251007238 GUADARRAMA, HECTOR	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251007367 SIMBULAN, ANNETTE	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251007647 MCCLELLAN, COLIN	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251007778 MOSER, LARRY	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251008478 PAULSEN, NEIL	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	1,000.00
250251008479 PAULSEN, NEIL	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	1,000.00
250251008480 PAULSEN, NEIL	2,678.24	730.50	203.01	443.14	-	1,054.35	-	-	1,784.60	6,893.84	507	1,000	500	8,900.70	Mailed	18-Mar-21	8,900.70
250251005535 MILLS, RICHARD	2,675.65	729.74	202.80	442.70	-	1,086.70	-	-	1,782.40	6,919.99	506	1,000	500	8,926.35	Mailed	18-Mar-21	8,926.35
250251003915 SIMPSON, KRISTA	2,678.24	730.50	203.01	443.14	-	1,091.83	-	-	1,784.60	6,931.32	507	1,000	500	8,938.18	Mailed	18-Mar-21	8,938.18
250251008260 MACHADO, JONATHAN FREDERICK	2,678.24	730.50	203.01	443.14	-	1,111.71	-	-	1,784.60	6,951.20	507	1,000	500	8,958.06	Mailed	18-Mar-21	8,958.06
250251003161 ALEXANDER, GLEN	2,678.24	730.50	203.01	443.14	-	1,138.20	-	-	1,784.60	6,977.69	507	1,000	500	8,984.55	Mailed	18-Mar-21	8,984.55
250251008483 JAB PROPERTY INVESTMENTS,	2,754.30	730.50	203.01	443.14	-	1,075.25	-	-	1,826.50	7,032.70	516	1,000	500	9,049.07	Mailed	18-Mar-21	9,049.07
250251007423 MCCAW, KENNETH	2,061.85	520.33	160.19	335.68	-	1,806.53	-	-	2,415.54	7,300.12	385	1,000	500	9,184.88	Mailed	18-Mar-21	1,000.00
250251007420 MCCAW, KENNETH	2,061.86	520.33	160.19	335.68	-	1,806.53	-	-	2,415.54	7,300.13	385	1,000	500	9,184.89	Mailed	18-Mar-21	9,184.89
250251002410 LAWRENCE, DEBORAH	2,675.16	575.44	214.03	431.42	-	1,761.96	-	277.20	1,516.43	7,451.64	487	1,000	500	9,438.65	Mailed	18-Mar-21	9,438.65
250251004861 MURUKESOE, SANTHIRASIVAM	4,847.79	1,019.13	390.30	762.68	-	237.34	-	-	-	7,257.24	877	1,000	500	9,634.73	Mailed	18-Mar-21	9,634.73
250251002790 VALLULLEE, SHAWN	1,003.21																

250251007117	ISBISTER, RONALD	3,357.74	623.28	271.07	511.56	-	2,629.58	-	-	1,928.54	9,321.77	595	1,000	500	11,417.23	Mailed	18-Mar-21	1,000.00	10,417.23
250251007679	KING, KELLY	3,357.74	623.28	271.07	511.56	-	2,629.58	-	-	1,928.54	9,321.77	595	1,000	500	11,417.23	Mailed	18-Mar-21		11,417.23
250251007721	CARROLL, JOSEPH	3,357.74	623.28	271.07	511.56	-	2,629.58	-	-	1,928.54	9,321.77	595	1,000	500	11,417.23	Mailed	18-Mar-21		11,417.23
250251000355	DUNLEAVEY, THOMAS	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21		11,574.26
250251000803	KOWAL JR, WILLIAM	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21		11,574.26
250251000844	VAN DALEN, BONNIE	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21		11,574.26
250251001239	AJANOVIC, AMIR	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21		11,574.26
250251001352	MORAWSKI, MARTIN	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21		11,574.26
250251001692	COOK, TERRY	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21		11,574.26
250251001736	WATSON, RICHARD	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21		11,574.26
250251002989	SANDERS, STEPHEN	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21		11,574.26
250251003538	STUBBINGS, FRANK	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21		11,574.26
250251003879	LAZARO, JONATHAN DIRIGE	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21		11,574.26
250251004019	ODEA, DOMINIC	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21		11,574.26
250251005790	SANCHEZ, PRUDENCIO FELIX	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21		11,574.26
250251008470	CLONTZ, GEORGINE	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Mailed	18-Mar-21		11,574.26
250251008477	CARLI, JOSE FERNANDO	3,484.54	879.37	270.73	567.31	-	1,806.53	-	-	2,415.54	9,424.02	650	1,000	500	11,574.26	Both	18-Mar-21		11,574.26
250251007678	GRAHAM, ROB	3,158.10	506.08	268.74	470.13	-	2,603.13	310.52	-	2,421.75	9,738.45	550	1,000	500	11,788.83	Mailed	18-Mar-21		11,788.83
250251007714	CHITAN, KAREN	3,158.10	506.08	268.74	470.13	-	2,603.13	310.52	-	2,421.75	9,738.45	550	1,000	500	11,788.83	Mailed	18-Mar-21		11,788.83
250251001980	GOLDEN, RONALD TROY	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251002439	WOODS, CONNIE	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251002488	SEHMRAU, RAYMOND CAMERON	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251002527	POY DEVELOPERS INC,	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251002991	WORGAN, CAROL	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	1,000.00	10,788.86
250251003015	DONOVAN, MURRAY	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251003088	MAYLED, OLIVA	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251003338	SCOTT, TRACY LYN	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251003517	BRUDER, RONALD	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251003744	PARK, ELIZABETH	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251003794	DASRATH, RAJMATIE LEILA	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251003899	BRUNI, SERINA	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251003956	DANIEL, STEVEN	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251003972	HOUGHTON, KAREN	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251004004	JACKSON, BONNIE L	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251006531	FRAZIER, KURT	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251006563	DEMASI, JOSEPH	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251006666	WILLIAMS, SAVITREE	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251007493	HAMEL, JACQUES	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21	1,000.00	10,788.86
250251007573	LEVINE, OLIVIA	3,158.10	506.08	268.75	470.13	-	2,603.14	310.53	-	2,421.75	9,738.48	550	1,000	500	11,788.86	Mailed	18-Mar-21		11,788.86
250251005493	ISBISTER, RONALD	3,158.10	506.08	268.75	470.13	-	2,665.96	310.53	-	2,421.75	9,801.30	550	1,000	500	11,851.68	Mailed	18-Mar-21		11,851.68
250251006162	COLLETTE, PHILLIP	3,357.75	623.29	271.07	511.55	15.77	3,071.82	-	-	1,928.54	9,779.79	595	1,000	500	11,875.25	Mailed	18-Mar-21		11,875.25
250251001892	CATLING, KAREN ANNE	3,421.98	659.78	271.07	607.80	-	2,891.37	302.54	-	2,022.20	10,176.74	620	1,000	500	12,296.82	Mailed	18-Mar-21		12,296.82
250251004969	GIFFORD, NICOLE LYNNE	3,741.36	641.52	271.07	599.68	31.54	2,915.07	151.96	-	2,142.29	10,454.49	652	1,000	500	12,606.19	Mailed	18-Mar-21		12,606.19
250251006161	ANAKA, NICOLE	3,741.36	641.52	271.07	599.68	31.54	2,915.07	151.96	-	2,142.29	10,454.49	652	1,000	500	12,606.19	Mailed	18-Mar-21		12,606.19
250251005481	LIVAY-SHAKDEL, RIVKA	3,409.40	531.56	268.75	515.35	31.54	3,094.82	446.59	-	2,598.85	10,896.86	591	1,000	500	12,987.49	Mailed	18-Mar-21		12,987.49
250251003633	RAHMDEL, RIZA	3,860.68	557.08	268.75	560.55	-	2,929.91	-	-	2,885.95	11,062.92	656	1,000	500	13,218.80	Mailed	18-Mar-21		13,218.80
250251002478	DOUGLAS, PAUL	3,860.68	557.08	268.75	560.55	-	3,038.41	-	-	2,885.95	11,171.42	656	1,000	500	13,327.30	Mailed	18-Mar-21		13,327.30
250251002809	HANSON, JEAN	3,860.68	557.08	268.75	560.55	-	3,038.41	-	-	2,885.95	11,171.42	656	1,000	500	13,327.30	Mailed	18-Mar-21		13,327.30
250251003383	CHAITRAM, DIANNA	3,860.68	557.08	268.75	560.55	-	3,038.41	-	-	2,885.95	11,171.42	656	1,000	500	13,327.30	Mailed	18-Mar-21		13,327.30
250251003843	REDGERS, MICHAEL	3,860.68	557.08	268.75	560.55	-	3,038.41	-	-	2,885.95	11,171.42	656	1,000	500	13,327.30	Mailed	18-Mar-21		13,327.30
250251004037	KENNEDY, JASON	3,860.68	557.08	268.75	560.55	-	3,038.41	-	-	2,885.95	11,171.42	656	1,000	500	13,327.30	Mailed	18-Mar-21		13,327.30
250251004268	LOPEZ TRINIDAD, ROBERTO	3,860.68	557.08	268.75	560.55	-	3,038.41	-	-	2,885.95	11,171.42	656	1,000	500	13,327.30	Both	18-Mar-21		13,327.30
250251006380	SA, KAREN	4,124.98	659.78	271.07	607.80	-	3,211.80	-	-	2,356.04	11,231.47	708	1,000	500	13,439.42	Mailed	18-Mar-21		13,439.42
250251006436	BIRD, GLENN	4,124.98	659.78	271.07	607.80	-	3,211.80	-	-	2,356.04	11,231.47	708	1,000	500	13,439.42	Mailed	18-Mar-21		13,439.42
250251006810	BROWN, DALE ALEXANDER	4,124.98	659.78	271.07	607.80	-	3,211.80	-	-	2,356.04	11,231.47	708	1,000	500	13,439.42	Mailed	18-Mar-21	1,000.00	12,439.42
250251005840	CHARBONNEAU, WENDY	4,004.29	557.08	268.75	560.55	-	3,068.68	-	-	2,964.93	11,424.28	674	1,000	500	13,598.11	Mailed	18-Mar-21		13,598.11
250251002581	KIESSLING BECK, ERICA	3,666.06	557.08	268.75	560.55	-	3,277.31	566.28	-	2,778.82	11,674.85	632	1,000	500	13,806.41	Mailed	18-Mar-21		13,806.41
250251002797	WATSON, RON	4,099.98	659.78	271.07	607.80	-	3,427.80	295.04	-	2,344.25	11,705.72	705	1,000	500	13,910.5				

250251007876	WHALEN, JANICE	4,275.84	975.42	339.12	682.67	-	2,840.17	-	-	-	3,004.69	12,117.91	784	1,000	500	14,402.04	Mailed	18-Mar-21	-	14,402.04
250251008239	SHEEHAN, KEVIN	4,275.84	975.42	339.12	682.67	-	2,840.17	-	-	-	3,004.69	12,117.91	784	1,000	500	14,402.04	Mailed	18-Mar-21	1,000.00	13,402.04
250251008242	SHEEHAN, KEVIN	4,275.84	975.42	339.12	682.67	-	2,840.17	-	-	-	3,004.69	12,117.91	784	1,000	500	14,402.04	Mailed	18-Mar-21	1,000.00	13,402.04
250251008262	MCCREADIE, KEVIN ALLEN	4,275.84	975.42	339.12	682.67	-	2,840.17	-	-	-	3,004.69	12,117.91	784	1,000	500	14,402.04	Mailed	18-Mar-21	-	14,402.04
250251008285	SHEEHAN, KEVIN	4,275.84	975.42	339.12	682.67	-	2,840.17	-	-	-	3,004.69	12,117.91	784	1,000	500	14,402.04	Mailed	18-Mar-21	-	14,402.04
250251007215	1232464 ONTARIO INC,	4,275.84	975.42	339.12	682.67	-	3,064.86	-	-	-	3,004.69	12,342.60	784	1,000	500	14,626.73	Mailed	18-Mar-21	-	14,626.73
250251004795	ONTARIO INC, 1232464	4,275.84	975.42	339.12	682.67	-	3,096.91	-	-	-	3,004.69	12,374.65	784	1,000	500	14,658.78	Mailed	18-Mar-21	-	14,658.78
250251005018	PEPIN, JOYCE	4,275.84	975.42	339.12	682.67	-	3,224.07	-	-	-	3,004.69	12,501.81	784	1,000	500	14,785.94	Mailed	18-Mar-21	1,000.00	13,785.94
250251006577	SAUDER, SUSAN	4,805.98	659.78	271.07	607.80	-	3,748.05	-	-	-	2,679.60	12,772.28	793	1,000	500	15,065.36	Mailed	18-Mar-21	-	15,065.36
250251004906	LEYVA CONTRERAS, RAFAEL	4,949.58	1,346.96	372.42	818.48	-	2,415.32	-	-	-	2,766.29	12,669.05	936	1,000	500	15,104.98	Both	18-Mar-21	-	15,104.98
250251002254	NORMOYLE, MICHAEL	4,619.68	557.08	268.75	560.55	-	3,737.06	-	-	-	3,303.30	13,046.42	751	1,000	500	15,297.18	Mailed	22-Mar-21	-	15,297.18
250251002591	HILL, MICHAEL	4,619.68	557.08	268.75	560.55	-	3,737.06	-	-	-	3,303.30	13,046.42	751	1,000	500	15,297.18	Mailed	18-Mar-21	-	15,297.18
250251003389	MCGEE, DAVE WILLIAM	4,619.68	557.08	268.75	560.55	-	3,737.06	-	-	-	3,303.30	13,046.42	751	1,000	500	15,297.18	Mailed	18-Mar-21	-	15,297.18
250251004053	RAYMOND, WENDY	4,619.68	557.08	268.75	560.55	-	3,737.06	-	-	-	3,303.30	13,046.42	751	1,000	500	15,297.18	Mailed	22-Mar-21	-	15,297.18
250251004439	MONAGUE, DANIEL B	4,619.68	557.08	268.75	560.55	-	3,737.06	-	-	-	3,303.30	13,046.42	751	1,000	500	15,297.18	Mailed	18-Mar-21	-	15,297.18
250251005265	PENTZ, MARYJAYNE	4,619.68	557.08	268.75	560.55	-	3,737.06	-	-	-	3,303.30	13,046.42	751	1,000	500	15,297.18	Mailed	18-Mar-21	-	15,297.18
250251005294	BAKER, MICHAEL	4,619.68	557.08	268.75	560.55	-	3,737.06	-	-	-	3,303.30	13,046.42	751	1,000	500	15,297.18	Mailed	18-Mar-21	-	15,297.18
250251000263	MONAGUE, DANIEL BERT	4,948.98	659.78	271.07	607.80	-	3,862.50	-	-	-	2,747.44	13,097.57	811	1,000	500	15,408.52	Mailed	18-Mar-21	-	15,408.52
250251000596	WISE, EUGENE	4,948.98	659.78	271.07	607.80	-	3,862.50	-	-	-	2,747.44	13,097.57	811	1,000	500	15,408.52	Mailed	18-Mar-21	-	15,408.52
250251001458	LANDRIAULT, CANDICE	4,948.98	659.78	271.07	607.80	-	3,862.50	-	-	-	2,747.44	13,097.57	811	1,000	500	15,408.52	Mailed	18-Mar-21	-	15,408.52
250251002262	FEAVER, SCOTT	4,948.98	659.78	271.07	607.80	-	3,862.50	-	-	-	2,747.44	13,097.57	811	1,000	500	15,408.52	Mailed	18-Mar-21	-	15,408.52
250251002755	MCKINSTRY, ROBERT DOUGLAS	4,948.98	659.78	271.07	607.80	-	3,862.50	-	-	-	2,747.44	13,097.57	811	1,000	500	15,408.52	Mailed	18-Mar-21	-	15,408.52
250251003241	BEHARRY LALL, SURENDRA	4,948.98	659.78	271.07	607.80	-	3,862.50	-	-	-	2,747.44	13,097.57	811	1,000	500	15,408.52	Mailed	18-Mar-21	-	15,408.52
250251005041	SAUDER, CAMERON	4,948.98	659.78	271.06	607.79	47.31	4,065.66	-	-	-	2,747.44	13,348.03	811	1,000	500	15,658.98	Mailed	18-Mar-21	-	15,658.98
250251006191	OSTRANDER, WILLIAM	4,948.98	659.78	271.07	607.80	-	3,862.50	-	277.20	-	2,747.44	13,374.77	811	1,000	500	15,685.72	Mailed	18-Mar-21	-	15,685.72
250251005419	MEHMET, JOHN	5,593.38	1,506.66	407.61	923.01	-	1,686.12	-	-	-	3,300.26	13,417.04	1,054	1,000	500	15,970.87	Mailed	18-Mar-21	-	15,970.87
250251005712	VOGEL, PHILIP	5,356.48	1,461.00	406.02	886.28	-	1,958.62	-	-	-	3,569.29	13,637.69	1,014	1,000	500	16,151.41	Mailed	18-Mar-21	-	16,151.41
250251001510	HOLFORD, KEVIN	4,948.98	659.78	271.07	607.80	-	4,078.50	269.99	-	277.20	2,747.44	13,860.76	811	1,000	500	16,171.71	Mailed	18-Mar-21	-	16,171.71
250251002274	MACKAY, ROD	4,948.98	659.78	271.07	607.80	-	4,078.50	269.99	-	277.20	2,747.44	13,860.76	811	1,000	500	16,171.71	Mailed	18-Mar-21	-	16,171.71
250251002633	VIRDI, JASVIR S	4,948.98	659.78	271.07	607.80	-	4,078.50	269.99	-	277.20	2,747.44	13,860.76	811	1,000	500	16,171.71	Mailed	18-Mar-21	-	16,171.71
250251006083	STEVENSON, KRISTOFFER DALE	4,948.98	659.78	271.07	607.80	-	4,078.50	269.99	-	277.20	2,747.44	13,860.76	811	1,000	500	16,171.71	Mailed	18-Mar-21	-	16,171.71
250251006737	MOLLON, PAULA	4,948.98	659.78	271.07	607.80	-	4,078.50	269.99	-	277.20	2,747.44	13,860.76	811	1,000	500	16,171.71	Mailed	18-Mar-21	-	16,171.71
250251005142	PITTSERS, JOYCE	4,326.13	571.63	285.80	587.21	126.16	4,997.02	-	-	-	3,173.94	14,067.89	721	1,000	500	16,289.24	Mailed	18-Mar-21	-	16,289.24
250251004745	CAMPBELL, DALTN DYKE	4,619.70	557.04	268.74	560.57	141.93	4,189.28	297.39	-	331.89	3,303.30	14,269.84	751	1,000	500	16,520.60	Mailed	18-Mar-21	-	16,520.60
250251006556	NICHOLS, JENNIFER	4,430.86	571.63	285.80	587.21	126.16	5,237.09	-	-	-	3,231.57	14,470.32	734	1,000	500	16,704.76	Mailed	18-Mar-21	-	16,704.76
250251000768	FORSTER, LORRAINE	5,645.98	659.78	271.07	607.80	-	4,395.05	-	-	-	3,078.60	14,658.28	898	1,000	500	17,056.36	Mailed	18-Mar-21	-	17,056.36
250251003035	MOUSSEAU, ANDRE	5,038.43	1,033.68	407.36	789.38	-	4,085.64	-	-	-	3,552.29	14,906.78	909	1,000	500	17,315.39	Mailed	18-Mar-21	-	17,315.39
250251007964	CLARK, PHILIP NEAL	5,038.43	1,033.68	407.36	789.38	-	4,110.54	-	-	-	3,552.29	14,931.68	909	1,000	500	17,340.29	Mailed	18-Mar-21	-	17,340.29
250251001694	LIMITED, 1126668 ONTARIO	5,035.84	1,032.92	407.15	789.94	-	4,135.64	-	-	-	3,550.09	14,931.68	908	1,000	500	17,358.69	Mailed	18-Mar-21	-	17,358.69
250251004711	GROVER, NARENDER	5,038.43	1,061.36	407.36	789.38	-	4,116.00	-	-	-	3,567.58	14,980.11	912	1,000	500	17,392.18	Mailed	18-Mar-21	1,000.00	16,392.18
250251006049	GROVER, NARENDER	5,038.43	1,061.36	407.36	789.38	-	4,116.00	-	-	-	3,567.58	14,980.11	912	1,000	500	17,392.18	Mailed	18-Mar-21	-	17,392.18
250251005299	MALCOLM, NELSON	4,810.36	571.63	285.80	587.21	141.93	5,872.02	-	-	-	3,440.35	15,709.30	782	1,000	500	17,991.18	Mailed	18-Mar-21	-	17,991.18
250251005128	GRAFE, JACKIE	5,645.98	659.78	271.07	607.80	47.31	4,774.47	135.00	-	558.31	3,078.60	15,778.32	898	1,000	500	18,176.40	Mailed	18-Mar-21	-	18,176.40
250251006075	RAMRAYKA, DEVAN	5,645.98	659.78	271.07	607.80	-	4,736.05	269.99	-	527.35	3,078.60	15,796.62	898	1,000	500	18,194.70	Mailed	18-Mar-21	-	18,194.70
250251004875	GAULIN, GERALD MARCEL	6,154.43	659.78	271.07	607.80	117.12	5,220.53	-	-	-	3,320.09	16,350.82	962	1,000	500	18,812.46	Mailed	18-Mar-21	-	18,812.46
250251006548	LEE, MARK	4,810.36	571.63	285.80	587.21	126.16	6,156.79	297.39	-	327.16	3,440.35	16,602.85	782	1,000	500	18,884.73	Mailed	18-Mar-21	-	18,884.73
250251006112	KLOC, LINDA	5,477.44	659.76	271.06	607.81	141.93	5,503.95	810.52	-	461.19	2,998.44	16,932.10	877	1,000	500	19,309.11	Mailed	18-Mar-21	-	19,309.11
250251000797	CARLEY, WILLIAM	5,645.98	659.78	271.07	607.80	-	5,423.67	1,254.49	-	-	3,078.60	16,941.39	898	1,000	500	19,339.47	Mailed	18-Mar-21	-	19,339.47
250251004992	BLAKE, WILLIAM	5,645.98	659.78	271.07	607.80	-	5,423.67	1,254.49	-	-	3,078.60	16,941.39	898	1,000	500	19,339.47	Mailed	18-Mar-21	-	19,339.47
250251005298	MOORE, JODY	5,316.68	557.08	268.75	560.55	-	5,436.78	1,521.35	-	-	3,686.75	17,347.94	838	1,000	500	19,685.82	Mailed	18-Mar-21	-	19,685.82
250251000982	BARAN, JULIETA	5,785.29	1,080.76	474.96	886.61	-	5,583.46	-	-	-	4,079.63	17,890.71	1,028	1,000	500	20,419.16	Mailed	18-Mar-21	-	20,419.16
250251000288	BOOKER, KENYETTA	5,787.88	1,081.52	475.17	887.05	-	5,583.46	-	-	-	4,081.83	17,896.91	1,029	1,000	500	20,425.86	Mailed	18-Mar-21	-	20,425.86
250251001449	TSANG, CHRISTOPHER	5,787.88	1,081.52	475.17	887.05	-	5,583.46	-	-	-	4,081.83	17,896.91	1,029	1,000	500	20,425.86	Mailed	18-Mar-21	-	20,425.86
250251002226	LADD, ALAN	5,787.88	1,081.52	475.17	887.05	-	5,583.46	-	-	-	4,081.83	17,896.91	1,029	1,000	500	20,425.86	Mailed	18-Mar-21	-	20,425.86
250251003061	REILLY, DEREK	5,787.88	1,081.52	475.17	887.05	-	5,583.46	-	-	-	4,081.83	17,896.91	1,029	1,000	500	20,425.86	Mailed	18-Mar-21	-	20,425.86
250251006335	BARNARD, KEVIN	5,787.88	1,081.52	475.17	887.05	-	5,583.46	-	-	-	4,081.83	17,896.91	1,029	1,000	500	20				

250251007413	SHAPLEY, LYNDA	7,283.08	1,165.86	539.82	1,077.93	-	8,577.36	580.52	-	5,091.17	24,315.74	1,258	1,000	500	27,074.08	Mailed	18-Mar-21	27,074.08
250251003109	KNOTT, THERESA	7,280.49	1,165.10	539.61	1,077.49	-	8,589.30	583.07	-	5,088.97	24,324.03	1,258	1,000	500	27,081.87	Mailed	18-Mar-21	27,081.87
250251001166	KELLEY, PETER	7,283.08	1,165.86	539.82	1,077.93	-	8,589.30	583.07	-	5,091.17	24,330.23	1,258	1,000	500	27,088.57	Mailed	18-Mar-21	27,088.57
250251002463	CHANG, SHENG-MIN	7,283.08	1,165.86	539.82	1,077.93	-	8,589.30	583.07	-	5,091.17	24,330.23	1,258	1,000	500	27,088.57	Mailed	18-Mar-21	27,088.57
250251002660	GRIGAL, NORMA HORTENSIA	7,283.08	1,165.86	539.82	1,077.93	-	8,589.30	583.07	-	5,091.17	24,330.23	1,258	1,000	500	27,088.57	Mailed	18-Mar-21	27,088.57
250251003203	PALADIN ADVISORY INC,	7,283.08	1,165.86	539.82	1,077.93	-	8,589.30	583.07	-	5,091.17	24,330.23	1,258	1,000	500	27,088.57	Mailed	18-Mar-21	27,088.57
250251003963	VAILLANCOURT, ANNA MICHELLE	7,283.08	1,165.86	539.82	1,077.93	-	8,589.30	583.07	-	5,091.17	24,330.23	1,258	1,000	500	27,088.57	Mailed	18-Mar-21	27,088.57
250251004181	DAVIS, RAYMOND MARK	7,283.08	1,165.86	539.82	1,077.93	-	8,589.30	583.07	-	5,091.17	24,330.23	1,258	1,000	500	27,088.57	Mailed	18-Mar-21	27,088.57
250251005857	MALE, DAVID KENNETH	7,283.08	1,165.86	539.82	1,077.93	-	8,589.30	583.07	-	5,091.17	24,330.23	1,258	1,000	500	27,088.57	Mailed	18-Mar-21	27,088.57
250251003620	VAGHAYE, IRAJ	7,283.08	1,165.86	539.82	1,077.93	-	8,719.17	611.11	-	5,091.17	24,488.14	1,258	1,000	500	27,246.48	Mailed	18-Mar-21	27,246.48
250251007274	VIGIL, DAVID A	7,283.08	1,165.84	539.82	1,077.93	47.31	8,842.94	634.76	-	5,091.17	24,682.85	1,258	1,000	500	27,441.18	Mailed	18-Mar-21	27,441.18
250251004828	CAMPLIN, JOEL	8,619.40	1,216.81	539.81	1,168.35	6.29	7,013.98	230.26	-	5,903.86	24,698.76	1,443	1,000	500	27,641.81	Mailed	18-Mar-21	27,641.81
250251004045	TRUBASHNIK, ANNA	7,985.66	1,216.86	539.82	1,168.35	-	8,920.03	-	-	5,555.37	25,386.09	1,364	1,000	500	28,249.93	Mailed	18-Mar-21	28,249.93
250251000542	INTERNATIONAL RESORT EXCHANGE	7,983.88	1,216.86	539.82	1,168.35	-	8,926.14	-	-	5,554.40	25,389.45	1,364	1,000	500	28,253.06	Mailed	18-Mar-21	28,253.06
250251001546	LAVIOLETTE, GENE	7,985.66	1,216.86	539.82	1,168.35	-	8,928.53	-	-	5,555.37	25,394.59	1,364	1,000	500	28,258.43	Mailed	18-Mar-21	28,258.43
250251001777	COSTA, CATHERINE	7,985.66	1,216.86	539.82	1,168.35	-	8,953.53	-	-	5,555.37	25,419.59	1,364	1,000	500	28,283.43	Mailed	18-Mar-21	28,283.43
250251003187	WATSON, ELIZABETH	7,801.12	1,169.02	472.01	1,070.68	-	8,868.82	1,005.75	-	5,336.49	25,723.89	1,314	1,000	500	28,537.99	Mailed	18-Mar-21	28,537.99
250251006302	WATSON, RONALD	7,960.66	1,216.86	539.82	1,168.35	-	9,260.63	280.53	-	5,541.54	25,968.39	1,361	1,000	500	28,829.10	Mailed	18-Mar-21	28,829.10
250251003820	PANGAN, MARTIN	7,985.66	1,216.86	539.82	1,168.35	-	9,293.16	280.53	-	5,555.37	26,039.75	1,364	1,000	500	28,903.59	Mailed	18-Mar-21	28,903.59
250251002065	MOLLA, BASHIR AKHTER	7,985.65	1,216.86	539.82	1,168.35	-	9,650.92	555.74	-	5,555.37	26,672.71	1,364	1,000	500	29,536.55	Mailed	18-Mar-21	29,536.55
250251006259	CRAIG, FEDERICO	8,526.66	1,216.86	539.82	1,168.35	-	9,823.28	-	-	5,852.84	27,127.81	1,431	1,000	500	30,059.27	Mailed	18-Mar-21	30,059.27
250251005861	PARKER, VANESSA	7,985.66	1,216.86	539.82	1,168.35	-	9,964.72	803.72	0.20	5,555.37	27,234.70	1,364	1,000	500	30,098.54	Mailed	18-Mar-21	30,098.54
250251001548	GASKIN, JOANNE	7,985.66	1,216.86	539.82	1,168.35	-	10,015.66	836.27	-	5,555.37	27,317.99	1,364	1,000	500	30,181.83	Mailed	18-Mar-21	30,181.83
250251002727	HOSEIN, JEUNESSE	7,985.66	1,216.86	539.82	1,168.35	-	10,015.66	836.27	-	5,555.37	27,317.99	1,364	1,000	500	30,181.83	Mailed	18-Mar-21	30,181.83
250251003368	CHRISTIE, LES	7,985.66	1,216.86	539.82	1,168.35	-	10,015.66	836.27	-	5,555.37	27,317.99	1,364	1,000	500	30,181.83	Mailed	18-Mar-21	30,181.83
250251003534	JETHMALANI, SAILESH	7,985.66	1,216.86	539.82	1,168.35	-	10,015.66	836.27	-	5,555.37	27,317.99	1,364	1,000	500	30,181.83	Mailed	18-Mar-21	30,181.83
250251004179	NEHER, KRISTA	7,985.66	1,216.86	539.82	1,168.35	-	10,293.66	896.27	-	5,555.37	27,655.99	1,364	1,000	500	30,519.83	Mailed	18-Mar-21	30,519.83
250251005872	FUNK, RENE	8,198.62	1,216.82	539.80	1,168.35	205.01	10,699.90	-	-	5,672.43	27,700.93	1,390	1,000	500	30,591.38	Mailed	18-Mar-21	30,591.38
250251005068	BROWN, DALE ALEXANDER	8,207.38	1,216.82	539.80	1,168.35	205.01	10,711.96	-	-	5,677.26	27,726.58	1,392	1,000	500	30,618.12	Mailed	18-Mar-21	30,618.12
250251002870	SNOWBALL, DAVID	8,809.66	1,216.86	539.82	1,168.35	-	9,991.23	-	-	6,008.57	27,734.49	1,467	1,000	500	30,701.33	Mailed	18-Mar-21	30,701.33
250251006338	MCKINSTRY, JOANNE	8,809.66	1,216.86	539.82	1,168.35	-	9,991.23	-	-	6,008.57	27,734.49	1,467	1,000	500	30,701.33	Mailed	18-Mar-21	30,701.33
250251001404	COLEMAN, FELICIA	8,809.66	1,216.86	539.82	1,168.35	-	10,091.23	-	-	6,008.57	27,834.49	1,467	1,000	500	30,801.33	Mailed	18-Mar-21	30,801.33
250251002316	DIXON, SCOTT EDMUND	8,809.66	1,216.86	539.82	1,168.35	-	10,091.23	-	-	6,008.57	27,834.49	1,467	1,000	500	30,801.33	Mailed	18-Mar-21	30,801.33
250251003333	WOODCOCK, JAMES LEESON	8,809.66	1,216.86	539.82	1,168.35	-	10,091.23	-	-	6,008.57	27,834.49	1,467	1,000	500	30,801.33	Mailed	18-Mar-21	30,801.33
250251005336	BUCHAN, DONALD	8,809.66	1,216.86	539.82	1,168.35	-	10,091.23	-	-	6,008.57	27,834.49	1,467	1,000	500	30,801.33	Mailed	18-Mar-21	30,801.33
250251006040	THABET, MAGDI	8,809.66	1,216.86	539.82	1,168.35	-	10,091.23	-	-	6,008.57	27,834.49	1,467	1,000	500	30,801.33	Mailed	18-Mar-21	30,801.33
250251007213	KUYPERS, LUNDA	10,453.62	2,638.11	812.19	1,701.93	-	4,648.01	-	-	7,246.62	27,500.48	1,951	1,000	500	30,951.21	Mailed	18-Mar-21	30,951.21
250251000032	DEVERA, MANUEL	8,809.66	1,216.86	539.82	1,168.35	-	10,785.02	533.73	277.20	6,008.57	29,339.21	1,467	1,000	500	32,306.05	Mailed	18-Mar-21	32,306.05
250251001007	BIRD, JOSEPH PATRICK	8,809.66	1,216.86	539.82	1,168.35	-	10,785.02	533.73	277.20	6,008.57	29,339.21	1,467	1,000	500	32,306.05	Mailed	18-Mar-21	32,306.05
250251001634	BUTTON, PATSY	8,818.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	29,347.51	1,468	1,000	500	32,315.47	Mailed	22-Mar-21	32,315.47
250251002280	PARTRIDGE, ROBBIE	8,809.66	1,216.86	539.82	1,168.35	-	10,810.29	553.19	277.20	6,008.57	29,383.94	1,467	1,000	500	32,350.78	Mailed	18-Mar-21	32,350.78
250251003909	RICHARDSON, STEWART KURTIS	8,809.66	1,216.86	539.82	1,168.35	-	10,810.29	553.19	277.20	6,008.57	29,383.94	1,467	1,000	500	32,350.78	Mailed	18-Mar-21	32,350.78
250251000688	NIBLOCK, SHELAGH	10,076.86	2,067.36	814.72	1,578.76	-	7,571.18	-	-	7,104.68	29,213.56	1,817	1,000	500	32,530.77	Mailed	18-Mar-21	32,530.77
250251001296	BOYO, OLUBUKOLA	10,076.86	2,067.36	814.72	1,578.76	-	7,571.18	-	-	7,104.68	29,213.56	1,817	1,000	500	32,530.77	Mailed	18-Mar-21	32,530.77
250251000318	LEE, BEVERLEY	10,076.86	2,067.36	814.72	1,578.76	-	7,621.18	-	-	7,104.68	29,263.56	1,817	1,000	500	32,580.77	Mailed	18-Mar-21	32,580.77
250251007293	MANITZ, ROBERT	10,076.86	2,067.36	814.72	1,578.76	-	7,913.74	-	-	7,104.68	29,556.12	1,817	1,000	500	32,873.33	Mailed	18-Mar-21	32,873.33
250251003031	NAZAREWYCZ, IRENE	8,809.66	1,216.86	539.82	1,168.35	-	11,174.92	833.72	277.20	6,008.57	30,029.10	1,467	1,000	500	32,995.94	Mailed	18-Mar-21	32,995.94
250251001714	BALASUNDARAM, CHRISTIE	9,568.66	1,216.86	539.82	1,168.35	-	11,077.88	-	-	6,425.94	29,997.51	1,562	1,000	500	33,059.22	Mailed	18-Mar-21	33,059.22
250251000128	KUMAR, RAMAN	9,552.66	1,216.86	539.82	1,168.35	-	11,173.08	-	-	6,417.14	30,067.91	1,560	1,000	500	33,127.62	Mailed	18-Mar-21	33,127.62
250251002751	MUSSGNUG, PETER	9,566.07	1,216.10	539.61	1,167.91	-	11,152.88	-	25.00	6,423.74	30,091.31	1,561	1,000	500	33,152.52	Mailed	18-Mar-21	33,152.52
250251000641	ANANTRAM, YASWANT	9,568.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	30,097.51	1,562	1,000	500	33,159.22	Mailed	18-Mar-21	33,159.22
250251000751	COORE, DONALD	9,568.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	30,097.51	1,562	1,000	500	33,159.22	Mailed	18-Mar-21	33,159.22
250251002485	MCGEE, GAIL	9,568.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	30,097.51	1,562	1,000	500	33,159.22	Mailed	18-Mar-21	33,159.22
250251002526	ELENGIKAL, VIANNY	9,568.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	30,097.51	1,562	1,000	500	33,159.22	Mailed	18-Mar-21	33,159.22
250251002695	ANDERSON, DIANE JEANETTE	9,568.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	30,097.51	1,562	1,000	500	33,159.22	Mailed	18-Mar-21	33,159.22
250251003096	HICKS, JAN	9,568.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	30,097.51	1,562	1,000	500	33,159.22	Mailed	18-Mar-21	33,159.22
250251004049	PAVLOVIC, LYDIA	9,568.66	1,216.86	539.82	1,168.35	-	11,177.88	-	-	6,425.94	30,097.51	1,562	1,000	500	33,159.22	Mailed	18-Mar	

IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. c.43, as amended.

AND IN THE MATTER OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE RIDGE OWNERS ASSOCIATION

Court File No. CV-20-00640266-00CL

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

PROCEEDING COMMENCED AT
TORONTO

**FIRST DEFAULT JUDGMENT REPORT OF THE
CLAIMS OFFICER
(DECEMBER 3, 2021)**

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TAB 4
SERVICE LIST

Court File No. CV-20-00640265-00CL
Court File No. CV-20-00640266-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial list**

**IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE*
ACT, R.S.O 1990, C. C. 43, AS AMENDED**

**AND IN THE MATTERS OF THE ADMINISTRATION OF CARRIAGE
HILLS VACATION OWNERS ASSOCIATION**

**AND IN THE MATTERS OF THE ADMINISTRATION OF CARRIAGE
RIDGE OWNERS ASSOCIATION**

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**AND IN THE MATTERS OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE RIDGE
OWNERS ASSOCIATION**

Court File No. CV-20-00640266-00CL

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

**MOTION RECORD
(Returnable August 18, 2021)**

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