

**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 February 13, 2024)

Date: February 2, 2024

**AIRD & BERLIS LLP**

Barristers & Solicitors  
Brookfield Place  
Suite 1800, Box 754  
181 Bay Street  
Toronto, ON M5J 2T9

**Sanjeev Mitra (LSO # 37934U)**

Tel: 416.865.3085  
Fax: 416.863.1515  
Email: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

**Sam Babe (LSO #49498B)**

Tel : 416.865.7718  
Email : [sbabe@airdberlis.com](mailto:sbabe@airdberlis.com)

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

TO THE ATTACHED SERVICE LIST

# INDEX

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**

**MOTION RECORD  
I N D E X**

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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 February 13, 2024)**

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 (the “**Hills Property**”) and, together with the Ridge Property, the “**Resort Properties**”), appointed by Orders of this Court (the “**Court**”) with effect as of January 6, 2021, will make a motion to a judge presiding over the Commercial List on Tuesday, February 13, 2024 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:**

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- (a) an Order, substantially in the form attached hereto as **Schedule “B”** (the **“Final Distribution Order”**), among other things:
- (i) approving final distributions (collectively, the **“Final Distribution”**) to eligible Association members/former owners of the Resort Properties who filed claims (**“Owner Claims”**) in the Ownership Claims Process (the **“Ownership Claims Process”**) approved by the Claims Process Orders (the **“Claims Process Orders”**) made December 17, 2021 (**“Eligible Owners”**) in each case net of deductions for:
    - (1) any withholding required by section 116 of the *Income Tax Act* (Canada) (the **“ITA”**) in the case of a non-resident Eligible Owner (collectively, the **“Withheld Amounts”**);;
    - (2) any amounts owing by the Eligible Owner to a registered mortgagee; and
    - (3) any amounts owing by the Eligible Owner to the Applicant; and
  - (ii) directing the Receiver to withhold the Withheld Amounts from the Final Distribution, and remit the same to Canada Revenue Agency (**“CRA”**);
  - (iii) authorizing and approving the Receiver to maintain sufficient reserves (the **“Wind-up Reserves”**) comprised of amounts sufficient to satisfy mortgage disputes which remain unresolved by the respective parties and the Receiver’s estimated:
    - (1) accrued and unpaid obligations as of the date of this Ninth Report (the **“Accrued Obligations”**);
    - (2) professional fees and disbursements, including those of its counsel, and remaining administrative and operational costs required to complete these receivership proceedings (the **“Remaining Costs”**)

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and together with the Accrued Obligations, the “**Wind-up Costs**”);  
and

- (iv) authorizing the Receiver to pay the Wind-up Costs from the Wind-up Reserves, without further approval of this Court.
- (b) an Order, substantially in the form attached hereto as **Schedule “C”** (the “**Ancillary Order**”), among other things:
- (i) approving the Ninth Report of the Receiver dated February 1, 2024 (the “**Ninth Report**”) and the activities of the Receiver set out therein;
  - (ii) approving the Receiver’s interim statement of receipts and disbursements to December 31, 2023 (the “**Interim R&D**”);
  - (iii) approving the Receiver’s abandonment of certain remaining appeals (“**Claims Decision Appeals**”) of decisions issued by Tim Duncan in his capacity as Claims Officer (the “**Claims Officer**”) appointed by the Receiver’s Collection Plan Orders made February 16, 2021 (collectively, the “**Collection Plan Orders**”);
  - (iv) approving the Receiver’s acceptance of the unresolved Owner Claims in respected of which the Receiver issued notices of revision or disallowance (the “**Disputed Claims**”);
  - (v) 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**”);
  - (vi) approving the Report of the Claims Officer dated January 22, 2024 (the “**Claims Officer’s Report**”) and the activities of the Claims Officer set out therein; and

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- (vii) approving the fees and disbursements of the Claims Officer;
- (c) an Order in the form attached hereto as **Schedule “D”** (the “**Dissolution and Discharge Order**”), among other things:
- (i) appointing BDO as liquidator pursuant to section 246 of the *Corporations Act* (Ontario) (the “*OCA*”) for the purpose of winding-up the Associations (in such capacity, the “**Liquidator**”);
  - (ii) declaring, pursuant to section 267 of the *OCA*, that the Associations are dissolved effective as of the date of filing of the Receiver’s Discharge Certificate (as defined below);
  - (iii) discharging BDO in its capacity as Liquidator pursuant to section 270 of the *OCA*, effective as at the date of filing of the Receiver’s Discharge Certificate;
  - (iv) discharging the Receiver and Liquidator subject to the Receiver filing a discharge certificate confirming that the Remaining Matters (as defined below) have been completed and that the Liquidator has completed its duties under this Order and the *OCA* (the “**Receiver’s Discharge Certificate**”); and
  - (v) releasing BDO from any and all further obligations as Receiver and Liquidator and any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO while acting as Receiver or Liquidator, save and except for the Receiver’s or Liquidator’s gross negligence or willful misconduct;
  - (vi) discharging the Claims Officer subject to the Claims Officer delivering to the Receiver, and the Receiver filing with the Court, a discharge certificate certifying that the Claims Officer’s duties are complete; and

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- (vii) releasing the Claims Officer from any and all further obligations as Claims Officer and any and all liability that he now has or may hereafter have by reason of, or in any way arising out of, his acts or omissions while acting as Claims Officer, save and except for the Claims Officer's gross negligence or willful misconduct,

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

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

*Background*

- (a) the Carriage Hills Resort (the "**Hills Resort**") and the Carriage Ridge Resort (the "**Ridge Resort**") and, together with the Hills Resort, the "**Resorts**") were time-share resorts located in Horseshoe Valley, Ontario, developed by Carriage Hills Resort Corporation, starting in 1997 and 2004, respectively;
- (b) the Hills Resort consisted of 172 residential resort units in eight buildings, while the Ridge Resort consisted of 78 residential resort units in three buildings;
- (c) each Resort is governed pursuant to a single form of time-share agreement (collectively, the "**TSAs**") which each time-share interval owner (an "**Owner**") signed;
- (d) pursuant to the TSAs, Owners purchased time-share intervals (each, an "**Interval**") along with proportionate, fractional ownership interests in the Resort Properties and memberships in the Associations;
- (e) under the TSAs, an Owner committed to paying membership and other fees to the relevant Association, payment of which fees were secured by a charge in favour of the Association over the Owner's Interval(s) (the "**Association Charges**");

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- (f) upon applications brought by the Associations, 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*”) by two Orders of the Court made May 15, 2020 (collectively, the “**Appointment Orders**”);
- (g) after surveying the Owners, the Administrator recommended that the Resorts be closed and sold, and obtained Orders of the Court to that effect on October 15, 2020;
- (h) the Resorts ceased operations on January 6, 2021 (the “**Resorts Closure Date**”);
- (i) upon applications brought by the Associations, BDO was appointed as Receiver, with effect as of the Resorts Closure Date, by two Orders of the Court made on December 11, 2020 (collectively, the “**Amended and Restated Appointment Orders**”);
- (j) pursuant to the Collection Plan Orders, the Receiver was authorized to conduct certain collection efforts against Owners who were delinquent in the payment of Association Charges (defined in the Collection Plan Orders as “**Subject Members**”) and the Claims Officer was appointed to adjudicate disputes over the Receiver’s claims against Owners (“**Disputed Receiver Claims**”);
- (k) pursuant to Approval and Vesting Orders made May 27, 2021 (the “**Approval and Vesting Orders**”), the Court approved a sale of the Resort Properties and substantially all of the operating assets of the Associations to Sunray Group of Hotels Inc., which sale closed on June 28, 2021 (collectively, the “**Resort Sales**”);
- (l) pursuant to the Claims Process Orders, the Receiver was authorized to conduct the Ownership Claims Process to determine the claims of Owners and mortgagees to funds in the Receiver’s accounts including, without limitation, the proceeds of the Resort Sales and collections on accounts receivable;

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- (m) by two Orders made on August 23, 2022 (the “**Interim Distribution Orders**”) certain distributions, including a first interim distribution to Eligible Owners were approved;
- (n) by two Orders made on April 24, 2023 (the “**Claims Decisions Appeals Procedure Orders**”), the Receiver was directed to conduct an appeal process to resolve Claims Decision Appeals;
- (o) by two Orders made on April 24, 2023 (the “**Owner Claims Dispute and Appeal Procedure Orders**”), the Receiver was authorized and directed to conduct a dispute and appeal process to resolve Disputed Claims by Eligible Owners against the Associations;

***Final Distribution***

- (p) after taking the proposed Wind-up Reserves, the funds available for the Final Distributions to Eligible Owners are approximately \$7.61 million and \$3.77 million for the Hills Association and the Applicant, respectively;
- (q) the above amounts available for the Final Distributions are in addition to the interim distributions (the “**Interim Distributions**”) of approximately \$27.04 million and \$12.24 million either distributed to the Eligible Owners in 2022 or reserved for subsequent Interim Distributions payments upon resolution of disputes;
- (r) for the purposes of the Final Distribution, the value of each Eligible Owner’s interest in the Resort Properties is based upon;
  - (i) the Resort Property in question;
  - (ii) the type of interval to use the Resort Property (an “**Interval**”) owned (i.e. every-year Interval or odd/even year Interval); and



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- (iii) the where an Interval has multiple Owners (“**Co-Owners**”), the fractional interest owned by the Co-Owners;
- (s) in addition, an Eligible Owner’s entitlement under the Final Distribution will be reduced if the Eligible Owner’s Interval is mortgaged (“**Mortgage Intervals**”) and has an outstanding mortgage balance or if the Eligible Owner is delinquent in payment of amounts owed to the Associations (a “**Delinquent Eligible Owner**”);
- (t) if an Owner or co-Owner of an Interval failed to participate in the Ownership Claims Process and is thus not an Eligible Owner, that person is ineligible to participate in any distribution, although the mortgagee (the “**Mortgagee**”) will still receive a distribution up to the balance of its mortgage in the case of a Mortgage Interval;
- (u) any amount that would otherwise have been distributed to an Owner or co-Owner of an Interval who is not an Eligible Owner (a “**Non-Eligible Owner**”), will be made available to all Eligible Owners and not only to the other Co-Owners of that Interval;
- (v) amounts by which a Delinquent Eligible Owner’s would-be entitlement under the Final Distribution is reduced for unpaid debts to the Associations will be reallocated to all other Eligible Owners;
- (w) to calculate the per-Interval distribution (an “**Interval Distribution**”) amounts the Receiver took into account:
  - (i) the amounts that will not be paid to Non-Eligible Owners and any portion of those amounts that will still be paid to the Mortgagee in the case of mortgaged Intervals; and
  - (ii) the amounts by which the entitlements of Delinquent Eligible Owners are reduced and reallocated for distribution to all other Eligible Owners;

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- (x) subject to the allocation of withholding taxes and mortgages, where applicable, the Final Distribution:
  - (i) of an every year Interval (an “**Every Year Interval**”) in the Hills Resort is \$1,116.28;
  - (ii) of an Every Year Interval in the Ridge Resort is \$1,215.75;
  - (iii) of an odd/even Year Interval (an “**Odd/Even Year Interval**”) in the Hills Resort is \$558.14; and
  - (iv) of an Odd/Even Year Interval in the Ridge Resort is \$607.89;
- (y) the total of the Final Distributions and the Interim Distributions (collectively, the “**Distributions**”):
  - (i) of an Every Year Interval in the Hills Resort is \$5,494.88;
  - (ii) of an Every Year Interval in the Ridge Resort is \$5,970.63;
  - (iii) of an Odd/Even Year Interval in the Hills Resort is \$2,747.45; and
  - (iv) of an Odd/Even Year Interval in the Ridge Resort is \$2,985.33;
- (z) the Receiver will implement the Final Distribution with Kroll Restructuring Administration LLC as the Distribution Agent, appointed as such by the Interim Distribution Orders;

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***Withholding Taxes***

- (aa) the *ITA* requires withholdings from distributions to non-residents of Canada made by a legal representative of such non-resident, with “legal representative” defined to include receivers;
- (bb) as part of the Ownership Claims Process, the Receiver required that Owners declare their residency for tax purposes;
- (cc) Owners of 321.85 Applicant Intervals and 92.65 Ridge Association Intervals declared that they are not residents of Canada (collectively, the “**Non-Resident Eligible Owners**”);
- (dd) by using the purchase price allocation provided by the purchasers in the Resort Sales to assign values to the different classes of asset proceeds and by using the withholding tax rates required under the *ITA*, the Receiver calculated the total amounts to be withheld from the Distributions to be \$714,840.08 and \$211,335.70 for Non-Resident Eligible Owners of the Hills Association and the Applicant, respectively;
- (ee) taking into account the amount of any Interim Distributions and any amount already withheld therefrom, in total 40.420% and 38.202% (the “**Withholding Tax Rates**”) will be withheld from Distributions to Non-Resident Eligible Owners in the Hills Association and the Applicant, respectively;
- (ff) the total withholdings from the Final Distributions to Non-Resident Eligible Owners of the Hills Association and the Ridge Association will be \$122,304.58 and \$37,934.67, respectively (the “**Withheld Amounts**”);
- (gg) the Receiver seeks the Court’ approval to withhold the Withheld Amounts from the Final Distributions, and remit same to the CRA;

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***Wind-up Reserves***

- (hh) the Wind-up Reserves of approximately \$665,000 and \$318,000 in the Hills Hills Association and the Applicant, respectively, are comprised of:
  - (i) reserves relating to unresolved Mortgage disputes; and
  - (ii) reserves for the Wind-up Costs,and are intended to cover all costs of finalizing the administration of the receiverships, to the date of the Receiver's discharge;
- (ii) the Wind-up Costs within the Wind-up Reserves equate to \$90.16 and \$84.49 per Interval in the Hills Association and the Applicant, respectively;
- (jj) if a Mortgage dispute remains unresolved on August 1, 2024, the Receiver proposes to pay into Court the amount of any Wind-up Reserve pertaining to the applicable Interval, and it seeks the Court's approval and authorization to do the same without need for further notice or hearing to the Mortgage dispute parties;

***Undistributed Funds***

- (kk) it is possible that actual Wind-up Costs will be lower than estimated, leaving unused Wind-up Reserves (the "**Unutilized Reserves**");
- (ll) as detailed in the Ninth Report, there are unclaimed Interim Distributions which the Receiver has not yet been able to resolve, and it is possible that there will be remain unclaimed Distributions after the Final Distributions (the "**Unclaimed Distributions**");
- (mm) the Receiver proposes that any Unutilized Reserves and Unclaimed Distributions be considered undistributed funds (the "**Undistributed Funds**") in the following circumstances:

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- (i) in the case of Unutilized Reserves, any amounts that remain unused for the initial purpose of the Wind-up Reserves at the time the Receiver has issued its Certificate of Discharge; and
  - (ii) in the case of Unclaimed Distributions, any amount remaining uncollected by the recipient of the distribution after nine (9) months following the date on which the Final Distribution is made. The Receiver will make one (1) additional attempt to pay any unclaimed Final Distribution cheques before classifying the payment as an Unclaimed Distribution;
- (nn) It is unlikely that the amount of Undistributed Funds, if any, will be sufficient enough to cover the costs of an additional round of distribution payments to Eligible Owners and so the Receiver proposes the following treatment for the Undistributed Funds:
- (i) in the case of Unutilized Reserves, any remaining amounts be donated to a the Alzheimer Society of Canada and the Habitat for Humanity Canada, split equally;
  - (ii) in the case of Unclaimed Distributions, in its capacity as Liquidator, forwarding the funds to the Office of the Public Guardian and Trustee of Ontario in accordance with section 268(1) of the *OCA* and agreement with the Public Guardian and Trustee provided, if agreement cannot be reached with the Public Guardian and Trustee, Unclaimed Distributions will be treated the same as Unutilized Reserves and donated to the charities as described above;

***Ancillary Matters***

- (oo) the Receiver has filed with the Court its Ninth Report outlining, among others things, (i) the Receiver's activities since the Eighth Report of the Receiver dated April 14, 2023, (ii) the Receiver's receipts and disbursements, (iii) the conduct of

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- the Ownership Claims Process, and the Receiver seeks this Court's approval of the same;
- (pp) the Receiver has prepared its Interim R&D and seeks this Court's approval of the same;
- (qq) the Receiver estimates that the cost associated with litigating the four remaining Claims Decision Appeals will exceed the expected recoveries and so the Receiver seeks this Court's Approval to abandon and not defend such Claims Decision Appeals;
- (rr) the Receiver proposes to accept the 11 unresolved Disputed Claims in the Hills Association and the 4 unresolved Disputed Claims in the Ridge Association because:
- (i) the resulting Distributions that will be made are less than it would cost to run the dispute procedure contemplated by the Owner Claims Dispute and Appeal Procedure Orders;
  - (ii) accepting the Disputed Claims will not result in ownership claims against any Interval exceeding 100% and so will not impact other Eligible Owners with claims to that Interval; and
  - (iii) many of the Disputed Claims have not been accepted due to insufficient documentation to support transfer of ownership and do not appear to be made in bad faith;
- (ss) the Amended and Restated Appointment Orders direct 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;
- (tt) 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

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expenses require the approval of this Court pursuant to the Amended and Restated Appointment Orders;

- (uu) as has been the practice in these proceedings, the fees of the Receiver and its counsel will be allocated between the Hills Association and the Applicant, respectively, on a 69% to 31% basis;
- (vv) the Claims Officer has filed with the Court the Claims Officer's Report, and the Claims Officer seeks this Court's approval of the same;
- (ww) the Collection Plan Orders direct the Claims Officer to pass his accounts from time to time;
- (xx) Tim Duncan and his firm, Fogler Rubinoff LLP, have accrued fees and expenses in the performance of his duties as Claims Officer for each of the Associations, which fees required the approval of this Court pursuant to the Collection Plan Orders;

### ***Dissolution and Discharge***

- (yy) the Receiver believes that stakeholders will appreciate formal dissolutions of the Associations and, given that the obligations of the Liquidator under the *OCA* have already largely been or will be performed by the Receiver, the additional cost of formal dissolution will not be significant;
- (zz) upon completion of the Remaining Matters, BDO will have completed the administration of the receiverships of the Associations;
- (aaa) the Claims Officer has completed its duties;
- (bbb) before the Receiver's Discharge Certificate is filed, the Liquidator will have fulfilled all its duties;

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**General**

- (ccc) the other grounds set out in the Ninth Report;
  - (ddd) the Appointment Orders including paragraphs 4(d), (f), (g), (l), 20 and 27 thereof;
  - (eee) the Collection Plan Orders;
  - (fff) the Claim Process Orders;
  - (ggg) the Interim Distribution Order;
  - (hhh) rules 1.04, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
  - (iii) 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 Ninth Report, filed;
  - (b) the Claims Officer's Report, filed;
  - (c) the fee affidavit of Matthew Marchand, sworn January 31, 2024;
  - (d) the fee affidavit of Sanjeev Mitra, sworn January 31, 2024;
  - (e) the fee affidavit of Leanne Williams sworn January 30, 2024;
  - (f) the fee affidavit of Tim Duncan sworn January 31, 2024; and
  - (g) such further and other material as counsel may submit and this Court may permit.



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Date: February 2, 2024

**AIRD & BERLIS LLP**

Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Sanjeev Mitra (LSO # 37934U)**

Tel: 416.865.3085  
Fax: 416.863.1515  
Email: smitra@airdberlis.com

**Sam Babe (LSUC # 49498B)**

Tel: (416) 865-7718  
Fax: (416) 863-1515  
E-mail: sbabe@airdberlis.com

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

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

**NOTICE OF MOTION**  
(Returnable February 13, 2024)

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

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

Tel: (416) 865-3085

Fax: (416) 863-1515

E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

**Sam Babe (LSUC # 49498B)**

Tel: (416) 865-7718

Fax: (416) 863-1515

E-mail: [sbabe@airdberlis.com](mailto:sbabe@airdberlis.com)

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

**TAB 1A**  
Zoom Details

## ZOOM CONFERENCE DETAILS

Join Zoom Meeting

When: Feb 13, 2024 10:00 AM Eastern Time (US and Canada)

Zoom meeting link for counsel:

<https://airdberlis.zoom.us/j/83907111142?pwd=953aPbuLyC0oQc4Ym7jMaRCxy9oa70.1>

Landing page to Youtube livestream for non-participating viewers: <https://sites-airdberlis.vuturevx.com/143/3555/landing-pages/livestream-link.asp>

**TAB 1B**  
Final Distribution Order

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	TUESDAY, THE 13 <sup>TH</sup> DAY
	)	
JUSTICE CONWAY	)	OF FEBRUARY, 2024

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**

**FINAL DISTRIBUTION 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, appointed by Order of the Court with effect as of January 6, 2021, for an Order approving among other things, a final distribution, was heard this day via Zoom judicial video conference.

**ON READING** the Motion Record of the Receiver dated February 2, 2024 (the “**Motion Record**”), the Ninth Report of the Receiver dated February 1, 2024 (the “**Ninth Report**”), the Report dated January 22, 2024 of Tim Duncan, in his capacity as claims officer appointed by the Receiver’s Collection Plan Order made February 16, 2021 (the “**Claims Officer**”) and on hearing the submissions of counsel for the Receiver, counsel for the Claims Officer, counsel for Wyndham Worldwide Corporation, Shell Finco LLC, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., and 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 <\*>, 2024, filed,

## **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 capitalized terms not defined herein shall have the meanings ascribed thereto in the Ninth Report.

## **FINAL DISTRIBUTION**

3. **THIS COURT ORDERS** that the Receiver's proposed Final Distributions in the manner set out in the Ninth Report be and are hereby authorized and approved, and the Receiver be and is hereby authorized and directed to make the proposed Final Distributions on behalf of the Applicant to Eligible Owners, which distributions shall be made in accordance with each Eligible Owner's proportionate interest as determined in the Claims Process.

4. **THIS COURT ORDERS** that the methodology of the Receiver in formulating the Final Distributions is hereby authorized and approved.

5. **THIS COURT ORDERS** that the methods of payment and deduction of the fees associated with same from the Final Distributions as set out in the Ninth Report are hereby authorized and approved.

6. **THIS COURT AUTHORIZES AND CONFIRMS** that the amount charged in respect of the payment method selected by the Eligible Owner shall be deducted from the amount of such Eligible Owner's Final Distribution.

7. **THIS COURT ORDERS AND DIRECTS** the Receiver to deduct any proportionate amounts owed by an Owner to the Mortgagee from their Final Distribution (the "**Mortgage Payment**"), after deducting the Withheld Amount (as defined below), if any. For greater certainty, the Mortgage Payment shall be deducted from the Distribution Pot regardless of whether such Owner is an Eligible Owner who filed a Claim in the Claims Process. The Receiver

shall pay the Mortgage Payments to the Mortgagee at the time of or before the completion of the Final Distribution.

8. **THIS COURT ORDERS AND DIRECTS** the Receiver to withhold any Final Distribution payment from an Eligible Owner in the event that there is a disputed Mortgage Payment until such time as the Receiver has written confirmation from the Eligible Owner and Mortgagee that the dispute has been settled. If such confirmation of dispute settlement is not received by August 1, 2024, the Receiver shall be authorized to obtain an Order regarding payment of the disputed Mortgage Payment into Court without need for further notice to the affected mortgage parties or for further hearing.

9. **THIS COURT ORDERS AND DIRECTS** the Receiver to off-set any amounts owed by an Eligible Owner, including, for greater certainty, any Eligible Owner who is a Non-Subject Member, in respect of their Delinquent Account(s) from their proportionate Final Distribution (the “**Delinquent Off-Set**”), after deducting the Withheld Amount and/or the Mortgage Payment, if any, and such Delinquent Off-Set shall be available for distribution to Eligible Owners.

10. **THIS COURT ORDERS** that, for greater certainty, the following amounts shall be deducted by the Receiver from any Eligible Owner’s proportionate Final Distribution as follows:

- (a) Firstly, the Withheld Amount, if any;
- (b) Secondly, the Mortgage Payments, if any; and
- (c) Thirdly, the Delinquent Off-Set, if any.

11. **THIS COURT ORDERS** that, upon making the Final Distribution, the Receiver shall be released and discharged from any and all obligations and claims in respect of the Final Distribution, save and except for those arising out of any gross negligence or wilful misconduct on the Receiver's part.



## WITHHOLDING OBLIGATIONS

12. **THIS COURT ORDERS AND AUTHORIZES** the Receiver to rely on the declarations of residency made in the Claims Process by each Owner for the purpose of the distribution of funds to each Owner and the withholding and remittance in accordance with section 116 of the *Income Tax Act* (Canada). Each Owner, who declared themselves a non-resident of Canada will be treated as a non-resident of Canada (a “**Non-Resident Owner**”) for the purposes of any applicable non-resident withholding tax on all payments hereunder.

13. **THIS COURT ORDERS AND DIRECTS** that the Receiver will deduct and withhold 38.202% (the “**Withholding Tax Rate**”) from any aggregate payments to any Non-Resident Owner, in accordance with section 116 of the *Income Tax Act* (Canada), in respect of only that portion of the distribution to a Non-Resident Owner that is allocable to funds arising from the sale of the resorts (the “**Withheld Amounts**”), which Withheld Amounts will, for greater certainty, be calculated at the Withholding Tax Rate taking into account any prior payment to the Non-Resident Owner and any previous Withheld Amount deducted therefrom. If the Receiver is unable to identify any specific provision in the *Income Tax Act* (Canada) that provides for withholding on distribution of funds other than from the sale of the resorts, the Receiver shall make no further withholdings or remittances.

14. **THIS COURT ORDERS AND DIRECTS** the Receiver to remit the Withheld Amounts to Canada Revenue Agency (“**CRA**”) together with Confidential Appendix 1 indicating the amounts withheld from each Non-Resident Owner and their contact particulars. The calculation of the Withholding Tax Rate is as set out in section 5.6 of the Report and is hereby approved. To the extent that amounts are so withheld or deducted and remitted to CRA, such withheld or deducted amounts will be treated for all purposes hereof as having been paid to such Non-Resident Owner as the remainder of the payment in respect of which such withholding or deduction was made. No gross-up or additional amount will be paid on any payment hereunder to the extent the Receiver deducts or withholds amounts pursuant to this Order. Notwithstanding any withholding or deduction, each Eligible Owner receiving a payment will have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any

Governmental Authority (including income and other tax obligations on account of such distribution).

15. **THIS COURT ORDERS** that, with the exception of the amounts provided for in paragraph 14, the Receiver is not required to remit any further amounts to CRA in respect of the Owner Distributions.

#### **WIND-UP RESERVES**

16. **THIS COURT AUTHORIZES AND DIRECTS** the Receiver to maintain sufficient reserves set out in section 6.2 of the Ninth Report (the “**Wind-up Reserves**”) to satisfy:

- (a) Mortgage Amendment requests which remain unresolved by the respective parties;
- (b) the Receiver’s estimated accrued and unpaid obligations as of the date of this Ninth Report (the “**Accrued Obligations**”);
- (c) the estimated professional fees and disbursements of the Receiver and Liquidator, including those of its counsel;
- (d) the estimated accrued and unpaid professional fees and disbursements of the Claims Officer; and
- (e) the estimated remaining administrative and operational costs required to complete these receivership and dissolution proceedings,

(items (c) through (e), collectively, the “**Remaining Costs**” and together with the Accrued Obligations, the “**Wind-up Costs**”) and authorizes and directs the Receiver to pay the Wind-up Costs from the Wind-up Reserves, without further approval of this Court.

#### **UNDISTRIBUTED FUNDS**

17. **THIS COURT ORDERS** that any Unutilized Reserves and Unclaimed Distributions that remain in the circumstances set out in section 6.4.3 of the Ninth Report be classified by the Receiver as Undistributed Funds.

18. **THIS COURT AUTHORIZES AND DIRECTS** the Receiver to deal with Undistributed Funds in the manners set out in section 6.4.4 of the Ninth Report.

#### **GENERAL**

19. **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.

20. **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.

21. **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.

#### **EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS**

22. **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.

23. **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.

24. **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.

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

Applicant

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceeding commenced at Toronto**

**FINAL DISTRIBUTION 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](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**  
Tel: (416) 865-7718  
E-mail: [sbabe@airdberlis.com](mailto: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 1C**  
Ancillary Order

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	TUESDAY, THE 13 <sup>TH</sup> DAY
	)	
JUSTICE CONWAY	)	OF FEBRUARY, 2024

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**

**ANCILLARY 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, appointed by Order of the Court with effect as of January 6, 2021, for an Order approving among other things, activities and fees, was heard this day via Zoom judicial video conference.

**ON READING** the Motion Record of the Receiver dated February 2, 2024 (the “**Motion Record**”), the Ninth Report of the Receiver dated February 1, 2024 (the “**Ninth Report**”), the Report dated January 22, 2024 (the “**Claims Officer’s Report**”) of Tim Duncan, in his capacity as claims officer appointed by the Receiver’s Collection Plan Order made February 16, 2021 (the “**Claims Officer**”) and on hearing the submissions of counsel for the Receiver, counsel for the Claims Officer, counsel for Wyndham Worldwide Corporation, Shell Finco LLC, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., and 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 <\*>, 2024, filed,

## 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 capitalized terms not defined herein shall have the meanings ascribed thereto in the Ninth Report.

## APPROVAL AND AUTHORIZATION

3. **THIS COURT ORDERS** that the Ninth Report and the Receiver's activities set out therein be and are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

4. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements for the period ending December 31, 2023 be and is hereby approved.

5. **THIS COURT ORDERS** that the Receiver's abandonment of the remaining unresolved Claims Decision Appeals is hereby approved;

6. **THIS COURT ORDERS** that the Receiver's acceptance of the unresolved Disputed Claims is hereby approved;

7. **THIS COURT ORDERS** that the professional fees and disbursements of BDO in its capacity as Receiver and receiver of Carriage Hills Vacation Owner's Association ("**Carriage Hills**") for the period from April 1, 2021 to January 15, 2024, in the amount of \$419,866.00 plus disbursements of \$6,259.90 and HST of \$55,396.37, for a total of \$481,522.27, and its estimated remaining fees and disbursements from January 16, 2024 to completion of the administration of the Receivership and the dissolution of the Applicant and Carriage Hills (the "**Dissolution**") pursuant to the Dissolution and Discharge Orders made herein on the date of this Order (the "**Dissolution Orders**"), in the amount of \$350,000 (plus HST), as set out in the Affidavit of



Matthew Marchand, sworn January 31, 2024 and attached as Appendix “R” to the Ninth 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 Aird & Berlis LLP, counsel to the Receiver and to the receiver of Carriage Hills for the period from March 27, 2023 to November 30, 2023, in the amount of \$78,149.50 plus disbursements of \$679.25 and HST of \$10,159.61, for a total of \$88,988.36, and its estimated remaining fees and disbursements from December 1, 2023 to completion of the administration of the Receivership and the Dissolution, in the amount of \$75,000 (plus HST) as set out in the Affidavit of Sanjeev Mitra, sworn January 31, 2024 and attached as Appendix “S” to the Ninth Report, are hereby approved and the Receiver is authorized to pay the Applicant’s 31% share of such fees and disbursements.

9. **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 Hills for the period from April 1, 2021 to December 31, 2023, in the amount of \$30,817.50 plus and HST of \$4,006.30, for a total of \$34,823.80, and its estimated remaining fees and disbursements from November 1, 2023 to completion of the administration of the Receivership and the Dissolution, in the amount of \$25,000 (plus HST), as set out in the Affidavit of Leanne M. Williams sworn January 30, 2024 and attached as Appendix “T” to the Ninth Report, are hereby approved and the Receiver is authorized to pay the Applicant’s 31% share of such fees and disbursements.

10. **THIS COURT ORDERS AND DECLARES** that, to the extent the professional fees and disbursements approved in paragraphs 7, 8 or 9 of this Order are those of BDO in its capacity as liquidator in the Dissolution appointed by the Dissolution Orders (in such capacity, the “**Liquidator**”) or those of the Liquidator’s counsel, those fees and disbursements have been assessed by this Court for purposes of section 247 of the *Corporations Act*, RSO 1990, c C.38, as amended.

11. **THIS COURT ORDERS** that the Claims Officer’s Report and the Claims Officer’s activities set out therein be and are hereby approved; provided, however, that only the Claims Officer and only with respect to his own personal liability and the liability of his firm, Fogler Rubinoff LLP, shall be entitled to rely upon or utilize in any way such approval.

12. **THIS COURT ORDERS** that the professional fees and disbursements the Claims Officer and his firm, Fogler Rubinoff LLP, for the period from December 20, 2022 to January 26, 2024, in the amount of \$16,701.50 plus disbursements of \$128.31 and HST of \$2,187.87, for a total of \$19,017.68, and the Claims Officer's estimated remaining fees and disbursements from January 27, 2024 to completion of the Claims Officer's mandate, in the amount of \$2,500.00 (including HST), as set out in the Affidavit of Tim Duncan sworn January 31, 2024 and attached as Appendix "U" to the Ninth Report, are hereby approved.

#### **GENERAL**

13. **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.

14. **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.

15. **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.

#### **EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS**

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

17. **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.

18. **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.

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

Applicant

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceeding commenced at Toronto**

**ANCILLARY 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](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**  
Tel: (416) 865-7718  
E-mail: [sbabe@airdberlis.com](mailto: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 1D**  
Dissolution and Discharge Order

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	TUESDAY, THE 13 <sup>TH</sup> DAY
	)	
JUSTICE CONWAY	)	OF FEBRUARY, 2024

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**

**DISSOLUTION AND DISCHARGE 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, appointed by Order of the Court with effect as of January 6, 2021 (the “**Receivership Order**”), for an Order approving *inter alia*, the dissolution of the Applicant, the discharge of the Receiver and the discharge of the claims officer appointed by the Receiver’s Collection Plan Order made February 16, 2021 (the “**Claims Officer**”), was heard this day via Zoom judicial video conference.

**ON READING** the Motion Record of the Receiver dated February 2, 2024 (the “**Motion Record**”), the Ninth Report of the Receiver dated February 1, 2024 (the “**Ninth Report**”), and on hearing the submissions of counsel for the Receiver, counsel to the Claims Officer, counsel for Wyndham Worldwide Corporation, Shell Finco LLC, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., and 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 <\*>, 2024, filed,

## 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 capitalized terms not defined herein shall have the meanings ascribed thereto in the Ninth Report.

## DISSOLUTION

3. **THIS COURT ORDERS** that pursuant to section 246 of the *Corporations Act*, RSO 1990, c C.38, as amended (the “*Corporations Act*”), BDO is hereby appointed liquidator (in such capacity, the “**Liquidator**”) of the estate and effects of the Applicant for the purpose of winding up the Applicant’s affairs and distributing its property.

4. **THIS COURT ORDERS** that the Liquidator shall have all benefit and protection of the stay of proceedings in paragraphs 9 and 11 of the Receivership Order.

5. **THIS COURT ORDERS** that BDO shall incur no liability or obligation as a result of its appointment as Liquidator or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

6. **THIS COURT ORDERS AND DECLARES** that, pursuant to subsection 250(2) of the *Corporations Act*, the Liquidator and its counsel shall be paid their reasonable fees and disbursements, in each at their standard rates and charges, and the Liquidator and its counsel are entitled to and shall have the benefit of the Receiver’s Charge granted by the Receivership Order.

7. **THIS COURT ORDERS AND DECLARES** that, pursuant to subsection 250(2) of the *Corporations Act*, the Eligible Owners comprise the list of contributories of the Applicant for purposes of the *Corporations Act*.

8. **THIS COURT ORDERS AND DECLARES** that, upon the Receiver's completion of the Remaining Matters, the Liquidator's duties under this Order and the *Corporations Act* shall be complete.

9. **THIS COURT ORDERS AND DECLARES** that, pursuant to section 267 of the *Corporations Act*, the Association is dissolved effective as of filing of the Receiver's Discharge Certificate (as defined in paragraph 10 below) and that a copy of this Order, in the form required by subsection 267(2) of the *Corporations Act*, along with a notarial copy of the Receiver's Discharge Certificate be filed by the Liquidator with the Director within 10 days after filing of the Receiver's Discharge Certificate.

#### **DISCHARGE OF RECEIVER AND LIQUIDATOR**

10. **THIS COURT ORDERS** upon BDO filing a certificate in substantially the form attached as **Schedule "A"** to this Order certifying that it has completed the Remaining Matters and its duties as Liquidator (the "**Receiver's Discharge Certificate**"), BDO shall be discharged as Receiver and Liquidator of the undertaking, property and assets of the Applicant, provided however that notwithstanding its discharge herein (a) BDO shall remain Receiver and Liquidator for the performance of such incidental duties as may be required to complete the administration of the receivership and dissolution herein, and (b) BDO shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of BDO in its capacity as Receiver or Liquidator.

11. **THIS COURT ORDERS AND DECLARES** that BDO is hereby released and discharged from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO while acting in its capacity as Receiver and Liquidator herein, save and except for any gross negligence or wilful misconduct on the Receiver's or Liquidator's part. Without limiting the generality of the foregoing, BDO is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership and dissolution proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's or Liquidator's part.



## **DISCHARGE OF CLAIMS OFFICER**

12. **THIS COURT ORDERS** that, upon the Claims Officer delivering to the Receiver, and the Receiver filing with the Court, a certificate in substantially the form attached as **Schedule “B”** to this Order certifying that the Claims Officer has completed his duties as Claims Officer (the **“Claims Officer’s Discharge Certificate”**), Tim Duncan of Fogler Rubinoff LLP shall be discharged as Claims Officer, provided however that notwithstanding its discharge herein (a) the Claims Officer shall remain Claims Officer for the performance of such incidental duties as may be required to complete the Claims Officer duties herein, and (b) the Claims Officer shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Tim Duncan and Fogler Rubinoff LLP in his capacity as Claims Officer.

13. **THIS COURT ORDERS AND DECLARES** that Tim Duncan and Fogler Rubinoff LLP are hereby released and discharged from any and all liability that Tim Duncan now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Tim Duncan while acting in his capacity as Claims Officer herein, save and except for any gross negligence or wilful misconduct on the Claim Officer's part. Without limiting the generality of the foregoing, Tim Duncan and Fogler Rubinoff LLP are hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Claims Officer's part.

## **GENERAL**

14. **THIS COURT ORDERS** that, notwithstanding the terms of this Order, the Receiver and Liquidator 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.

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

**EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS**

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

17. **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.

18. **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.

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**Schedule “A” to Dissolution and Discharge Order  
Form of Receiver’s Discharge Certificate**

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**

**RECEIVER’S DISCHARGE CERTIFICATE**

RECITALS

- A. Pursuant to the Amended and Restated Appointment Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the “**Court**”) dated December 11, 2020, BDO Canada Limited (“**BDO**”) was appointed as the receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Carriage Ridge Owners Association (the “**Applicant**”) and all the lands and premises on which the Applicant operated the Carriage Ridge Resort.
- B. Pursuant to an Order of the Court dated February 13, 2024 (the “**Dissolution and Discharge Order**”), BDO was appointed as liquidator of the Applicant (the “**Liquidator**”) for purposes of the *Corporations Act*, RSO 1990, c C.38, as amended (the “**Corporations Act**”).
- C. Pursuant to the Dissolution and Discharge Order, BDO was discharged as Receiver and Liquidator effective upon the filing by the Receiver with the Court of a certificate confirming

that the Receiver has completed the Remaining Matters to the satisfaction of the Receiver and that the Liquidator has completed its duties.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Dissolution and Discharge Order.

**THE RECEIVER CERTIFIES** that the Remaining Matters have been completed and the Liquidator has completed its duties under the Dissolution and Discharge Order and the *Corporations Act*, all to the satisfaction of the Receiver.

**BDO CANADA LIMITED, solely in its capacities as court-appointed receiver and liquidator of Carriage Ridge Owners Association, and not in its personal or corporate capacity**

Per: \_\_\_\_\_  
Name:  
Title:

**Schedule “B” to Dissolution and Discharge Order  
Form of Claims Officer’s Discharge Certificate**

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**

**CLAIMS OFFICER’S DISCHARGE CERTIFICATE**

RECITALS

- A. Pursuant to the Receiver’s Collection Plan Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the “**Court**”) dated February 16, 2021, Tim Duncan of Fogler Rubinoff LLP was appointed as claims officer herein (the “**Claims Officer**”)
- B. Pursuant to an Order of the Court dated February 13, 2024 (the “**Dissolution and Discharge Order**”), Tim Duncan was discharged as Claims Officer effective upon the Claims Officer delivering to the Receiver, and the Receiver filing with the Court, a certificate certifying that the Claims Officer has completed his duties as Claims Officer.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Dissolution and Discharge Order.

**THE CLAIMS OFFICER CERTIFIES** that the Claims Officer has completed his duties to the satisfaction of the Claims Officer.

---

**Tim Duncan**, in his capacity as Court-appointed Claims Officer in the receivership proceedings of Carriage Ridge Owners Association

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

Applicant

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceeding commenced at Toronto**

**DISSOLUTION AND DISCHARGE  
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](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

E-mail: [sbabe@airdberlis.com](mailto: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**  
**NINTH 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")

NINTH REPORT OF THE RECEIVER  
BDO CANADA LIMITED

February 1, 2024

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## 1.0 INTRODUCTION AND PURPOSE OF REPORT

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### 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") were time-share resorts located in Horseshoe Valley, Township of Oro-Medonte, Ontario. The Hills Resort consisted of 172 residential resort units in eight residential buildings, while the Ridge Resort consisted of 78 residential resort units in three residential buildings. The Resorts had 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 in the land on which the Resorts are situated. Each Resort had a single form of TSA which each Owner signed.
- 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)* (the "OCA") 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 OCA 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 the Ontario Superior Court of Justice (Commercial List) (the "Court"). After surveying the Owners, the Administrator ultimately recommended that the Resorts be closed and sold. Accordingly, pursuant to Orders dated October 15, 2020, the operations of the Resorts ceased effective January 6, 2021 (the "Resort Closure Date").
- 1.1.5 In order to affect a sale of the Resorts for the benefit of stakeholders, including the Owners, the Associations sought the appointment of BDO as receiver (the "Receiver") of the assets, properties and undertakings of the Associations' and the Resorts' Assets (collectively, the "Property"). Accordingly, pursuant to Amended and Restated Appointment Orders dated December 11, 2020, copies of which are attached hereto as Appendices 'A' and 'B', BDO was appointed as receiver effective as at the Resort Closure Date.

- 1.1.6 Pursuant to the Claims Process and Bar Orders dated February 16, 2021, the Receiver was authorized and directed to conduct a creditor claims process to identify and determine claims against the Associations.
- 1.1.7 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 ("Delinquent Accounts"). Copies of the Collection Plan Orders are attached hereto as Appendices 'C' and 'D'.
- 1.1.8 Pursuant to the Collection Plan Orders, Tim Duncan of Fogler Rubinoff LLP ("Fogler") was appointed as the claims officer to assist with the determination of disputed delinquent Owner claims (the "Claims Officer").
- 1.1.9 Pursuant to the Approval and Vesting Orders dated May 27, 2021, the Court approved the transaction (the "Resorts Sale") 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) (the "Purchased Assets"). The Purchased Assets vested in and to Sunray Group of Hotels Inc. upon the filing of Receiver's Certificates on June 28, 2021.
- 1.1.10 Pursuant to the Omnibus Default Judgment Orders dated December 17, 2021 (the "Omnibus Default Judgment Orders"), the Receiver obtained default judgment against each of the Defaulting Subject Members detailed in the Default Judgment Reports in the cumulative amounts of \$14.29 million for the Hills Association and \$7.23 million for the Ridge Association. Copies of the Omnibus Default Judgment Orders are attached hereto as Appendices 'E' and 'F'.
- 1.1.11 Pursuant to the Ownership Claims Process Orders dated December 17, 2021 (the "Ownership Claims Process Orders"), the Receiver, with the assistance of Kroll Restructuring Administration LLC (formerly Prime Clerk LLC) (the "Claims Agent"), conducted the process set out in the Sixth Report of the Receiver dated December 3, 2021 to determine each Owners' entitlement to assert a claim to the remaining Resorts' Assets, including proceeds of the Resorts Sale (the "Ownership Claims Process"). Copies of the Ownership Claims Process Orders are attached hereto as Appendices 'G' and 'H'.
- 1.1.12 Pursuant to Interim Distribution Orders dated August 23, 2022 (the "Interim Distribution Orders"), the Receiver made an Interim Distribution to claimants in the Ownership Claims Process ("Claimants"), subject to certain withholdings and Reserves and in accordance with the distribution methodology approved by the Court. Copies of the Interim Distribution Orders are attached hereto as Appendices 'I' and 'J'.
- 1.1.13 Pursuant to the Claims Decisions Appeals Procedure Orders dated April 24, 2023 (the "Claims Decisions Appeals Procedure Orders"), the Receiver was directed to conduct an appeal process to resolve Claims Decision Appeals

(defined herein). Copies of the Claims Decisions Appeals Procedure Orders are attached hereto as Appendices 'K' and 'L'.

1.1.14 Pursuant to the Owner Claims Dispute and Appeal Procedure Orders dated April 24, 2023 (the "Owner Claims Dispute and Appeal Procedure Orders"), the Receiver was authorized and directed to conduct a dispute and appeal process to resolve Claims against the Associations. Copies of the Claims Decisions Appeal Procedure Orders are attached hereto as Appendices 'M' and 'N'.

1.1.15 This ninth report of the Receiver dated February 1, 2024 (the "Ninth 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/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/carriage-hills> (redirected from <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 and will be maintained by the Receiver for six months after the Receiver's discharge.

## 1.2 Purpose of this Report

1.2.1 The purpose of this Ninth Report is to request the following Orders in each proceeding:

a) an Order (each, the "Final Distribution Order"):

i. approving and authorizing the Receiver to make a final distribution to Eligible Owners (the "Final Distribution"), subject to Withheld Amounts and Reserves (as defined in the Receiver's Sixth Report) and in accordance with the distribution methodology as detailed herein;

ii. authorizing and approving the Receiver to maintain sufficient reserves (the "Wind-up Reserves") comprised of and to satisfy Mortgage Amendment requests which remain unresolved by the respective parties and the Receiver's estimated:

A. accrued and unpaid obligations as of the date of this Ninth Report (the "Accrued Obligations");

B. professional fees and disbursements, including those of its counsel, and remaining administrative and operational costs required to complete these receivership proceedings (the "Remaining Costs" and together with the Accrued Obligations, the "Wind-up Costs"); and

- iii. authorizing the Receiver to pay the Wind-up Costs from the Wind-up Reserves, without further approval of this Court.
- b) an Order (each, the "Ancillary Order"):
- i. approving this Ninth Report and the activities of the Receiver;
  - ii. approving the Receiver's abandonment of certain remaining Claims Decision Appeals as defined below;
  - iii. approving the Receiver's acceptance of the unresolved Disputed Claims;
  - iv. approving the Receiver's interim statements of receipts and disbursements for the period January 6, 2021 to December 31, 2023 (the "Interim R&D(s)");
  - v. approving the reports of the Claims Officer dated January 22, 2024 (the "Claims Officer's Report(s)"); and
  - vi. approving the fees and disbursements of the Receiver, its legal counsel, Aird and Berlis LLP ("A&B"), its special legal counsel, Thornton Grout Finnigan LLP ("TGF") and the Claims Officer as summarized herein and detailed in the supporting fee affidavits appended hereto.
- c) an Order (each, the "Dissolution and Discharge Order"):
- i. appointing BDO as liquidator pursuant to section 246 of the OCA for the purpose of winding-up the Associations (in such capacity, the "Liquidator");
  - ii. declaring, pursuant to section 267 of the OCA, that the Associations are dissolved effective as of the date of filing of the Certificate of Discharge (as such term is defined in subsection vi. below);
  - iii. discharging BDO in its capacity as liquidator pursuant to section 270 of the OCA, effective as at the date of filing of the Certificate of Discharge;
  - iv. discharging the Receiver upon completion of the Remaining Matters (as defined below) and subject to the Receiver filing a discharge certificate (the "Certificate of Discharge") confirming the same with the Court;
  - v. declaring that, effective upon its discharge as Receiver and Liquidator, BDO has duly and properly discharged its duties, responsibilities and obligations as the Receiver and



Liquidator of the Associations, and discharging and releasing BDO from any and all further obligations as Receiver and Liquidator of the Associations and any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO while acting as Receiver or Liquidator, save and except for the Receiver's or Liquidator's gross negligence or willful misconduct;

- vi. discharging the Claims Officer subject to the Claims Officer delivering to the Receiver, and the Receiver filing with the Court, a discharge certificate; and
- vii. ordering and declaring that, effective upon his discharge as Claims Officer, Tim Duncan has duly and properly discharged his duties, responsibilities and obligations as the Claims Officer, and discharging and releasing Tim Duncan and Fogler from any and all further obligations as Claims Officer and any and all liability that Tim Duncan or Fogler now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Tim Duncan while acting as Claims Officer, save and except for the Claims Officer's gross negligence or willful misconduct.

### 1.3 Disclaimer

- 1.3.1 In preparing this Ninth 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 Ninth 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 Ninth Report may not be appropriate for any other purpose.
- 1.3.3 Except as otherwise described in this Ninth 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 in the glossary of terms which is attached hereto as Appendix 'O'.

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 eighth report of the Receiver dated April 14, 2023 (the "Eighth Report"), the Receiver has continued to administer the estates, including but not limited to the following activities:
- a) administering the Ownership Claims Process including the review, processing and reconciliation of Claims submitted by Owners as well as matters related to distributions, Owner inquiries and Claim submission follow-ups;
  - b) coordinating with the Claims Agent and their banking partner, Western Alliance Bank (and its division, Digital Disbursements (the "Banking Partner")) to send emails to Claimants allowing Owners to select their preferred method of payment with respect to their Interim Distribution;
  - c) coordinating with the Claims Agent and the Banking Partner to facilitate the Interim Distribution made in October 2022 in accordance with the Interim Distribution Orders;
  - d) coordinating with the Claims Agent and the Banking Partner to reissue all unsuccessful electronic and cheque payments from the Interim Distribution;
  - e) coordinating with the Claims Agent and the Banking Partner to release portions of the Reserves established in accordance with the Interim Distribution Orders;
  - f) issuing notices of revision or disallowances ("NORD") of Owner Claims on or around July 12, 2023 to Claimants in the Ownership Claims Process whose Claims were marked by the Receiver for revision or disallowance (together with the initial NORD recipients described in the Eighth Report, the "NORD Recipients") and corresponded with such Claimants;
  - g) responding to Claimants' dispute notices with respect to the NORDs issued by the Receiver ("Dispute Notices");
  - h) attending to inquiries from Owners with respect to the Ownership Claims Process, the Interim Distribution, including payment thereof, NORDs and Dispute Notices;
  - i) corresponding with the NORD Recipients and Claimants whose Interim Distribution payments were held as part of the Reserves;
  - j) administering appeals of the Claims Decisions and responding to inquiries from appellants regarding same;

- k) negotiating settlements with certain Subject Members with respect to the Receiver's Claims (as defined in section 3.1.2 below);
- l) facilitating resolution of mortgage disputes between Owners and Carriage Hills Resort Corporation (the "Mortgagee");
- m) preparing and filing monthly HST returns;
- n) corresponding with and providing information to Powell Jones LLP ("Powell Jones") for the purposes of preparing the 2022 financial statements and tax returns;
- o) engaging in discussions with Canadian ICR Limited and LJP Legal Services (collectively, the "Collection Agents") concerning the collection of outstanding accounts receivable and remuneration owing to the Collection Agents with respect to the Delinquent Accounts;
- p) contacting prospective purchasers to solicit interest in purchasing the remaining Delinquent Accounts; and
- q) preparing this Ninth Report.

## 3.0 COLLECTION PLAN

### 3.1 Results

- 3.1.1 The table below summarizes the results of the Receiver's Collection Plan for all Owners having Delinquent Accounts as at December 31, 2023:

Summary of Collection Plan		
	Carriage Hills	Carriage Ridge
Receiver's Claim:		
Subject Members	\$ 16,532,687	\$ 8,343,780
Small Accounts Subject Members	3,752	3,368
<b>Total Receiver's Claim</b>	<b>16,536,439</b>	<b>8,347,147</b>
Collections	704,996	374,108
Discounts	263,438	225,412
Settlement setoffs	864,018	466,787

- 3.1.2 The adjusted claims of the Receiver in respect of the Delinquent Accounts (the "Receiver's Claims") total approximately \$16.54 million and \$8.35 million against the Delinquent Accounts of the Hills Association and the Ridge Association, respectively. In total, the Hills Association and Ridge Association net collections have amounted to \$704,996 and \$374,108, respectively, from the Receiver's Collection Plan. The settlements resulted in discounts of \$263,438 and \$225,412 being applied to the settled accounts for the Hills Association and the Ridge Association, respectively. These amounts, when added to the amounts collected during BDO's term as Administrator, total over \$2 million in collections of Delinquent Accounts.

### 3.2 Delinquent Off-Sets

- 3.2.1 Pursuant to the Omnibus Default Judgment Orders, the Receiver is entitled to off-sets the amounts set out in the Default Judgment Reports against any distributions to which the Defaulting Subject Members might otherwise be entitled.
- 3.2.2 As of the date of this Ninth Report, the Receiver has off-set \$864,018 and \$466,787 from the Interim Distribution associated with the Hills Association and the Ridge Association, respectively. The off-sets amounts are available for redistribution within the Ownership Claims Process.
- 3.2.3 The Receiver has calculated further off-sets of \$188,786 and \$104,189 from the Final Distribution (as detailed further herein) pertaining to the Hills Association and the Ridge Association, respectively. The off-set amounts are also available for redistribution within the Ownership Claims Process.

### 3.3 Non-Subject Member Accounts

3.3.1 Certain Owners with Delinquent Accounts were excluded from the collection plan for Receiver's Claims, as set out in the Collection Plan Orders because:

- a) the Delinquent Accounts were already subject to non-defaulting payment plans with a Collection Agent;
- b) the Delinquent Accounts were already subject to legal proceedings; or
- c) the Owners were subject to ongoing bankruptcy or proposal proceedings pursuant to the *Bankruptcy and Insolvency Act* (the "BIA"),

(collectively, "Non-Subject Members").

3.3.2 Non-Subject Members collectively owe, as at December 31, 2023, approximately \$1.76 million and \$3.03 million in the Hills Association and Ridge Association, respectively. Net collections from the Collections Agents total \$102,985 and \$58,366 in the Hills Association and the Ridge Association, respectively.

3.3.3 Certain Non-Subject Member Accounts were part of ongoing collection efforts by the Collection Agents. The Receiver terminated the agreement(s) with the Collection Agents and acquired control of 316 and 189 individual accounts in the Hills Association and Ridge Association, respectively, which were reacquired with aggregate balances of approximately \$622,000 and \$334,000. These Non-Subject Member Accounts were required in large part to conclude and terminate the agreements with the Collection Agents. A fee of approximately \$500 was paid to terminate the agreements with the Collection Agents and acquire control of these Non-Subject Member Accounts. Also, as part of the termination of the collection agreements, the Receiver conferred 3 accounts to the Collection Agents as it was not economical for the Receiver to reacquire control of these accounts.

3.3.4 The Receiver is permitted under the terms of the TSAs to exercise an offset of amounts owing by Non-Subject Members against any distributions to which the Owner might otherwise be entitled. The Receiver proceeded to off-set amounts from the Interim Distribution and will apply further off-set amounts from the Final Distribution, as applicable.

### 3.4 Claims Decision Appeals

3.4.1 The Claims Officer issued Claims Decisions with respect to 194 Disputed Receiver Claims. 184 Claims Decisions were in favour of the Receiver and the remaining 10 Claims Decisions were in favour of the Subject Member. Details of the Claims Decisions are provided in the Claims Officer's Reports. The total of the Receiver's Claims for these Claims Decisions was approximately \$1.72 million as follows:

Claims Decisions			
	Carriage Hills	Carriage Ridge	Total
In Favour of:			
Receiver	136	48	184
Subject Member	7	3	10
Total Claims Decisions	143	51	194
Receiver's Claim	\$ 1,191,839	\$ 531,304	\$ 1,723,143

- 3.4.2 Pursuant to the Collection Plan Orders, Subject Members were entitled to appeal the Claims Decision within the applicable appeal period. The Receiver received 62 appeals from the 184 Claims Decisions rendered in favour of the Receiver (the "Claims Decision Appeals"). The Receiver did not appeal any of the 10 Claims Decisions rendered in favour of the Subject Members. The Receiver's Claims for the Claims Decision Appeals totalled \$561,209 comprised of \$381,474 and \$179,735 for the Hills Association and Ridge Association, respectively. A summary of the status of the appeals is as follows:

Appeal Status	No. of Claims	Receiver's Claim (\$)
Settled	57	\$ 501,169
Abandoned claims	1	1,742
Unresolved	4	58,298
Total	62	\$ 561,209

- 3.4.3 The Receiver entered into individual discussions with the Claims Decision Appeals Subject Members to mutually resolve the Claims Decision Appeals prior to scheduling appeals hearings before the Court. The Receiver negotiated settlements for 57 of the Claims Decision Appeals which resulted in recoveries of \$117,471 and \$67,942 for the Hills Association and Ridge Association, respectively and abandoned one Claim Decision Appeal.
- 3.4.4 There are four unresolved Claims Decision Appeals with total Receiver's Claims in the amount of \$40,056 and \$18,241 in the Hills Association and Ridge Association, respectively, as illustrated in the chart below:

Unresolved Appeal Claims	Carriage Hills		Carriage Ridge		Total		Interim Distribution Claims
	No. of Claims	Receiver's Claim (\$)	No. of Claims	Receiver's Claim (\$)	No. of Claims	Receiver's Claim (\$)	
Attempted to relinquish timeshare	-	\$ -	1	\$ 14,402	1	\$ 14,402	\$ -
Resort mismanagement	1	22,897	-	-	1	22,897	-
Not Owners	1	17,159	-	-	1	17,159	-
Account balance paid	-	-	1	3,839	1	3,839	4,755
Total	2	\$ 40,056	2	\$ 18,241	4	\$ 58,298	\$ 4,755

- 3.4.5 The Receiver estimates the professional fees and other costs associated with litigating the remaining Claims Decision Appeals will exceed the expected recoveries to the receivership estates. Therefore, the Receiver has decided to abandon the remaining four Claims Decision Appeals, as permitted under the Collection Plan Order. The abandonment of these appeals will result in

the abandonment of \$58,298 in Receiver's Claims as well as the payment of \$4,755 in interim distributions (held in reserve) to these Subject Members. Additionally, the Subject Members for which the Receiver will abandon the Receiver's Claims will also be entitled to receipt of a Final Distribution (subject to any Withheld Amounts or Mortgage Payments).

- 3.4.6 The Receiver requests the Court's approval of the Receiver's abandonment of the unresolved Claims Decision Appeals.

### 3.5 Remaining Delinquent Accounts

- 3.5.1 The Receiver has attempted to collect as many Delinquent Accounts as possible. However, there is no further expectation of significant recoveries from the Delinquent Accounts without further time consuming and expensive intervention, with limited projected net recoveries. There are 1,664 remaining Delinquent Accounts with aggregate balances of approximately \$16.37 million in the Hills Association and 820 remaining Delinquent Account with aggregate balances of approximately \$10.22 million in the Ridge Association, respectively, following off-sets from the Final Distribution, as further summarized in the chart below:

Summary of Remaining Delinquent Accounts		
	Carriage Hills	Carriage Ridge
Remaining Delinquent Accounts:		
# of accounts	1,664	820
Aggregate balances owing	\$ 16,366,898	\$ 10,220,529
Summary Statistics:		
Average balance owing	\$ 9,861	\$ 12,504
Median balance owing	\$ 8,273	\$ 9,017
Most frequent balance owing	\$ 3,609	\$ 3,839

- 3.5.2 Consideration has been given to obtaining judgments against Delinquent Accounts and placing charges over the Subject Member's real property ownership interests (beyond any interests in Intervals), if any. However, there is no certainty as to the timing of collections resulting from judgments, which may take years or even decades. Furthermore, any additional collections would have to be sizable to recover the expense of obtaining and enacting judgments, plus the cost to administer these proceedings and additional distributions to Owners. As such, there is no certainty that obtaining and enacting judgments against the remaining Delinquent Accounts will yield a benefit to Owners.
- 3.5.3 The Receiver has attempted to sell the remaining book of Delinquent Accounts ("Book of Accounts"). The Receiver contacted 13 collection agents regarding the opportunity to acquire the Book of Accounts. Additionally, the Receiver contacted BDO's mergers and acquisition team in an attempt to identify additional prospects. The only interest related to collection agents willing to



pay the Receiver a percentage of actual recoveries, which is essentially the process the Associations and the Receiver have already implemented, absent judgments.

- 3.5.4 Notable barriers to third party interest in the Book of Accounts included the following:
- a) a potential purchaser would require access to sufficient capital to make a purchase offer on the Book of Accounts (balances in excess of \$26 million, with in excess of \$20 million subject to omnibus default judgment);
  - b) the Receiver required a lump sum payment to purchase the Book of Accounts. A commission-based compensation structure drawn out over many years, if not decades, was not acceptable to the Receiver;
  - c) there are deficiencies in the historical records of the Associations which may impact realization efforts of a potential purchaser; and
  - d) many of the balances in the Book of Accounts have been outstanding for many years resulting in prospective purchasers expressing concerns that the Delinquent Accounts in respect of which legal actions may be statute barred.
- 3.5.5 Unsolicited Owner input provided to the Receiver has indicated Owners would prefer an immediate conclusion to the Associations' receiverships, including final distributions to Owners. The Receiver does not intend to pursue further collection efforts concerning Delinquent Accounts.

## 4.0 OWNERSHIP CLAIMS PROCESS

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### 4.1 Review of Claims

4.1.1 The Receiver had continued to review Claims submitted pursuant to the Claims Process Order in an effort to resolve discrepancies between the Claims submitted, the Associations' records and the ownership interests registered on title to the Associations' real property. The Receiver's review of Claims has included:

- a) contacting Claimants in an attempt to resolve Requests for Amendment where there was either incomplete, insufficient or illegible supporting documentation to substantiate the Request for Amendment;
- b) verifying the status of accounts with the Collection Agents;
- c) correcting data input errors contained in certain Claims so that they could be processed for distribution; and
- d) issuing NORs to resolve certain Claims.

### 4.2 Claim Submissions

4.2.1 A summary of the Claims submitted by the Final Extended Claims Bar Date (as defined below) is presented in the table below:

Claim Submissions (by review status)	Carriage Hills		Carriage Ridge		Total	
	# of Claims	# of Intervals	# of Claims	# of Intervals	# of Claims	# of Intervals
Accepted claims	16,497	6,900.4	7,227	3,083.6	23,724	9,984.0
Reserved claims	11	5.8	11	4.8	22	10.6
Mortgage intervals	171	116.4	224	153.9	395	270.3
Subtotal	16,679	7,022.7	7,462	3,242.2	24,141	10,264.9
Partially disallowed claims	-	-	3	-	3	-
Fully disallowed claims	164	57.7	59	18.3	223	76.1
<b>Total Claims Submissions</b>	<b>16,843</b>	<b>7,080.4</b>	<b>7,524</b>	<b>3,260.6</b>	<b>24,367</b>	<b>10,341.0</b>

4.2.2 The preceding chart illustrates the following:

- a) 24,367 Claims were submitted in the Ownership Claims Process (excluding duplicate Claims submissions) comprising a total of 10,341.0 Intervals;
- b) 16,497 Claims (representing 6,900.4 Intervals) were accepted in the Hills Association and 7,227 Claims (representing 3,083.6 Intervals) were accepted in the Ridge Association;
- c) 11 Claims (representing 5.8 Intervals) in the Hills Association and 11 Claims (representing 4.8 Intervals) in the Ridge Association are included in the Reserves;

- d) 171 Claims (representing 116.4 Intervals) in the Hills Association and 224 Claims (representing 153.9 Intervals) in the Ridge Association were related to Mortgage Intervals (defined herein); and
- e) 164 Claims (representing 57.7 Intervals) in the Hills Association and 59 Claims (representing 18.3 Intervals) in the Ridge Association were fully disallowed by the Receiver.

4.2.3 There were 7 Additional Proofs of Claim (i.e. Claims that were not Owner Claims) submitted in the Ownership Claims Process, included in the total Claim submissions reported above, all of which have been disallowed by the Receiver.

#### 4.3 Final Extended Claims Bar Date

4.3.1 The original Claims Bar Date of April 11, 2022 was extended twice to April 24, 2023 (the "Final Extended Claims Bar Date") to allow the Receiver to review, accept or disallow the late Claims submissions received by the Receiver on or before this date. The Receiver has continued to receive requests to submit ownership claims after the Final Extended Claims Bar Date. The Receiver has advised all parties making such an inquiry that Claims not submitted before the Final Extended Claims Bar Date have been extinguished and are forever barred from being claimed against the Associations, regardless of the reason for the non-filing of a claim within the established timeframe.

#### 4.4 Notice of Revision and Disallowance

4.4.1 In accordance with the Ownership Claims Process Orders, a process was established for disallowing or revising Claims following review of the Claim by the Receiver. The salient points of the Ownership Claims Process Orders provide that:

- a) the Receiver is to deliver a NORD to the Claimant where a Claim is assessed as revised or disallowed together with a blank form of Dispute Notice;
- b) a Claimant who intends to dispute a NORD is required to deliver a Dispute Notice to the Claims Agent within 30 days after the date of the NORD (or such later date as the Receiver may agree to in writing or the Court may order); and
- c) where a Claimant fails to deliver a Dispute Notice in accordance with the Claims Process Order, the amount of such Claim is deemed to be as set out in the NORD.

4.4.2 The Claims Agent and the Receiver sent NORDs with respect to 513 Claims. Reserves were held in respect of such Claims totaling \$576,816 and \$226,569 in the Hills Association and the Ridge Association, respectively. The related Reserves have been partially released following resolution of the NORDs and, if applicable, Dispute Notices as further discussed below.

- 4.4.3 The Claims Agent designed and implemented, with the assistance of the Receiver, an online portal to administer Dispute Notices (the "NORD Portal"). Claimants could submit a Dispute Notice through the NORD Portal using the same Unique ID they used to submit their original Claim in the Ownership Claims Process. Claimants could also submit a Dispute Notice by completing a paper form and submitting it to the Claims Agent or the Receiver.
- 4.4.4 The Receiver received 127 Dispute Notices by the applicable deadline. The Reserves relating to the Disputed Claims total \$125,490 and \$72,958 in the Hills Association and the Ridge Association, respectively. The Receiver has reviewed the Dispute Notices and has determined that 49 will be accepted while 15 will not be accepted. The remaining 63 Dispute Notices do not appear to be actual disputes but are acknowledgements of the Claimant's agreement with the NORD.
- 4.4.5 In accordance with the Ownership Claims Process Orders, the Receiver may attempt to consensually resolve and settle a Dispute Notice with the Claimant. The unresolved Dispute Notices will be resolved through the procedure set out in the Owner Claims Dispute and Appeal Procedure Orders (the "Owner Claims Dispute and Appeal Procedure"). There are 11 unresolved Dispute Notices with Reserves relating to the Disputed Claims totalling \$18,241 in the Hills Association and 4 unresolved Reserves relating to the Dispute Notices with Disputed Claims totalling \$4,755 in the Ridge Association.
- 4.4.6 The Receiver believes it economically prudent and in the best interests of stakeholders to abandon the 15 remaining Dispute Notices and thereby accept these Disputed Claims as Proven Claims for the following reasons:
- a) the aggregate quantum of the Disputed Claims is \$22,996 collectively for the Associations. The cost to resolve the Disputed Claims through the Owner Claims Dispute and Appeal Procedure are likely to exceed the benefits to the estates through disallowed or revised claims;
  - b) accepting the unresolved Disputed Claims would not result in aggregate ownership claims against any individual Interval to exceed 100% and thus would not impact Claimants with Proven Claims against the same Interval;
  - c) many of the unresolved Disputed Claims have not been accepted by the Receiver due to insufficient documentation to support a transfer of ownership interest (resulting from death or marital breakdown). The Disputed Claims do not appear to be malicious, fraudulent or improper but rather they only lack the documentation requested by the Receiver to support the Claim.
- 4.4.7 The Receiver requests the Court approve its acceptance of the unresolved Disputed Claims thus allowing these Claimants to receive both the Interim Distribution and the Final Distribution.

## 4.5 Mortgages

- 4.5.1 Certain Owners' interests in the Real Property are subject to mortgages (collectively, the "Mortgages") in favour of the Mortgagee. The Mortgagee has advised that there are mortgages registered against 140.5 and 183.0 Interval interests in the Hills Association and Ridge Association, respectively.
- 4.5.2 There are 116.4 and 153.9 Intervals in the Hills Association and the Ridge Association, respectively (the "Mortgage Intervals") pledged as security to the Mortgagee for which no Claims have been filed in the Ownership Claims Process. In accordance with the Ownership Claims Process Orders, the Mortgagee is entitled to recover on its security, and be paid any distribution which would otherwise be payable in respect of those Mortgage Intervals up to the amount of the outstanding mortgage.
- 4.5.3 To date, the Receiver has made payments to the Mortgagee in respect of the outstanding mortgages in the amounts of \$523,795 and \$711,367 for the Hills Association and the Ridge Association, respectively.

## 4.6 Mortgage Disputes

- 4.6.1 There were a total of 41 Claims which were subject to mortgage disputes. The Receiver will continue to reserve amounts for Claims subject to a mortgage until the mortgage disputes are resolved.
- 4.6.2 A dispute over a mortgage balance owing is a matter between the Mortgagee and the Mortgagor. Although the Receiver is not engaged in the mortgage dispute resolution process, the Receiver has provided certain information to the Mortgagee to assist the Mortgagee in resolving the mortgage disputes.
- 4.6.3 We understand that the Mortgagee sent letters in August and September 2023 to Claimants with mortgage disputes in an attempt to resolve same.
- 4.6.4 As at December 31, 2023, 22 Claims with mortgage disputes have been resolved. There are 19 Claims with mortgage disputes which remain unresolved. The Receiver has reserved distributions for all Intervals with a mortgage dispute until the mortgage dispute is resolved and the appropriate recipient(s) of the funds are determined.
- 4.6.5 If a mortgage dispute remains unresolved on August 1, 2024, the Receiver intends to pay into Court the amount of any reserved distributions pertaining to the applicable Interval. To that end, the proposed forms of Final Distribution Orders provide the Receiver with the ability to obtain an Order regarding payment of such a reserved distribution into Court without need for further notice or hearing.

## 5.0 FINAL DISTRIBUTIONS

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### 5.1 Summary of Interim Distribution Payments

- 5.1.1 Pursuant to the Interim Distribution Orders, the Court approved an interim distribution (the "Interim Distribution") in the amount of \$31,473,804 and \$15,465,205, including Reserves, to Claimants in the Hills Association and Ridge Association, respectively, as illustrated in the following table:

Court-Approved Interim Distribution		
	Carriage Hills	Carriage Ridge
Not Reserved	\$ 27,094,386	\$ 13,366,640
Reserves	4,379,418	2,098,565
<b>Total</b>	<b>\$ 31,473,804</b>	<b>\$ 15,465,205</b>

- 5.1.2 Following the approval of the Interim Distribution by the Court, the Receiver identified that Claims totaling \$50,355 and \$128,894 in the Hills Association and the Ridge Association, respectively, were lacking sufficient information for approvals and should be reserved and not distributed until resolved. This reduced the amount of the Interim Distribution payment to \$27,044,030 and \$13,237,746 in the Hills Association and the Ridge Association, respectively (the "2022 Distribution"), inclusive of amounts paid to resolve mortgages and withholding tax liabilities.

### 5.2 Final Distribution Methodology

- 5.2.1 Terms not defined in this section 5.2 shall have the meaning ascribed to them in the Ownership Claims Process Orders unless otherwise noted.
- 5.2.2 The methodology for calculating the final distribution follows the same methodology as approved by the Court in the Interim Distribution Orders dated August 23, 2022. Details of the calculation methodology can found in section 5 of the Receiver's Seventh Report to the Court.
- 5.2.3 As part of such methodology, the Receiver divided the funds available for distribution in each proceeding (the "Distribution Pots") by denominators (the "Denominators") calculated as follows:
- a) each Every Year Interval for which an Owner filed a Claim, or over which no Claim was filed but there is an outstanding mortgage, was given a value of 1.0;
  - b) each Odd/Even Year Interval for which an Owner filed a Claim, or over which no Claim was filed but there is an outstanding mortgage, was given a value of 0.5; and
  - c) any Interval for which no Owner filed a Claim (unless there was an outstanding mortgage) was not included in the calculation of

Denominators (or was, effectively, given a value of 0.0). The Denominators are therefore less than the total number of Intervals in the Resorts.

- 5.2.4 The Receiver's review of Claims in the Ownership Claims Process, including the Claims submitted up to the Final Extended Claims Bar Date have resulted in reductions to the Denominators used to calculate the distribution per Interval. The revised and final Denominator for the Hills Association totals 7,022.692 Intervals (the "Hills Denominator") while the revised and final Denominator for the Ridge Association totals 3,242.231 Intervals (the "Ridge Denominator"), which includes the Mortgage Intervals. A summary of the Hills Denominator and the Ridge Denominator is detailed in the table below:

Summary of Denominators		
	Carriage Hills	Carriage Ridge
Acknowledgement Forms. Incl. Requests for Amendment	6,818.123	3,060.470
Owner Proof of Claims	88.149	27.841
Mortgage Intervals	116.420	153.920
Total	7,022.692	3,242.231

- 5.2.5 The Receiver has off-set distribution amounts owing to Delinquent Owners who filed Claims by the amount of their Delinquent Account until such delinquent Account balance is fully repaid (the "Delinquent Off-Sets"). Delinquent Off-Sets have been added to the Distribution Pot for further distribution among Eligible Owners of that Resort. In the event that the Delinquent Account is less than the proposed applicable Interim Distribution to an Eligible Owner, the residual amount will be paid to the Delinquent Owner who filed a Proven Claim.
- 5.2.6 The table below illustrates the amounts which will be redistributed as a result of the Mortgage Interval Residuals and the Delinquent Off-Sets being added back to the Distribution Pots for redistribution to Eligible Owners. These amounts exclude Claims subject to Reserves as detailed in section 5.3 herein as these amounts will only become available for distribution after being resolved.

Summary of Incremental Increase in Interval Distribution		
	Carriage Hills	Carriage Ridge
Delinquent Off-Sets	\$ 1,052,804	\$ 570,977
Mortgage Interval Residual	101,090	190,500
Total amounts redistributed	\$ 1,153,894	\$ 761,477

### 5.3 Wind-up Reserves

- 5.3.1 The Receiver proposes to establish the Wind-up Reserves until such time as the Receiver can complete its mandate in these proceedings.
- 5.3.2 The Wind-up Reserves include amounts relating to:

- a) Mortgage Amendment requests which remain unresolved by the respective parties; and
  - b) Wind-up Costs which include anticipated professional fees to be incurred up to the date of the Receiver's discharge, including reserves for the Receiver, Kroll, legal fees and other ancillary expenses.
- 5.3.3 The Reserves to be established by the Receiver total approximately \$665,000 and approximately \$318,000 for the Hills Association and the Ridge Association, respectively, and are detailed in the table below:

Summary of Reserves		
	Carriage Hills	Carriage Ridge
Interim distribution claim reserves	\$ 21,166	\$ 22,586
Final distribution claim reserves	10,891	5,775
Claim Reserves	32,057	28,361
Wind-up Costs	633,195	289,328
Total Reserves	\$ 665,252	\$ 317,689

- 5.3.4 Wind-up Reserves are discussed in more detail in section 6 of this Ninth Report.

#### 5.4 Funds Available for Distribution

- 5.4.1 The Receiver is holding funds in trust totalling approximately \$7.7 million in respect of the Hills Association and approximately \$3.8 million in respect of the Ridge Association as at December 31, 2023.
- 5.4.2 The funds available for Final Distribution are comprised of the following (as summarized in the chart below):
- a) funds currently held by the Receiver as at December 31, 2023;
  - b) accrued interest on guaranteed investment certificates issued by the Royal Bank of Canada (the "GICs"), as discussed in section 7 herein;
  - c) interim distribution reserves to be released following approval of the relief sought in this Ninth Report (concerning abandonment of the unresolved Claims Decision Appeals and acceptance of the unresolved Disputed Claims);
  - d) the portion of the Wind-up Reserves relating to the specific Claims reserves of the Interim Distribution, as discussed in section 6 herein; and
  - e) the portion of the Wind-up Reserves relating to the Wind-up Costs, as discussed in section 6 herein.



Summary of Final Distribution		
	Carriage Hills	Carriage Ridge
Funds available per Interim R&D	\$ 7,703,316	\$ 3,789,789
Add: Accrued interest	595,200	293,279
Less: Interim distributions payments to release	(37,921)	(5,145)
Less: Remaining interim distribution reserves	(21,166)	(22,586)
Less: Wind-up Costs	(633,195)	(289,328)
Funds to be distributed	\$ 7,606,234	\$ 3,766,008

## 5.5 Proposed Final Distribution

5.5.1 As set out in the chart above, the amounts available for Final Distribution to Eligible Owners, after Reserves, total approximately \$7.61 million and \$3.77 million for the Hills Association and the Ridge Association, respectively. The amounts available for Final Distribution are subject to the following:

- a) withholding taxes, where applicable;
- b) mortgages, where applicable (and redistribution of the Mortgage Interval Residual); and
- c) Delinquent Off-Sets (and redistribution of same).

5.5.2 After redistributing the Delinquent Off-Sets and the Mortgage Interval Residual amounts as detailed above and subject to the allocation of withholding taxes and mortgages, where applicable, the Final Distribution:

- a) of an Every Year Interval in the Hills Resort is \$1,116.28;
- b) of an Every Year Interval in the Ridge Resort is \$1,215.75;
- c) of an Odd/Even Year Interval in the Hills Resort is \$558.14; and
- d) of an Odd/Even Year Interval in the Ridge Resort is \$607.89.

5.5.3 The Interim Distribution and the Final Distribution, in aggregate, (the "Total Distribution") is as follows:

- a) an Every Year Interval in the Hills Resort totals \$5,494.88;
- b) an Every Year Interval in the Ridge Resort totals \$5,970.63;
- c) an Odd/Even Year Interval in the Hills Resort totals \$2,747.45; and
- d) an Odd/Even Year Interval in the Ridge Resort totals \$2,985.33.

5.5.4 The chart below illustrates the amounts of the Final Distribution, after redistributing the Delinquent Off-Sets and the Mortgage Interval Residual (and

subject to the allocation of withholding taxes and mortgages, where applicable):

Distributions per Interval	Carriage Hills		Carriage Ridge	
	Odd/Even Year	Every Year	Odd/Even Year	Every Year
Interim distribution	\$ 2,189.31	\$ 4,378.60	\$ 2,377.44	\$ 4,754.88
Final distribution	558.14	1,116.28	607.89	1,215.75
Total distributions	\$ 2,747.45	\$ 5,494.88	\$ 2,985.33	\$ 5,970.63

## 5.6 Withholding Taxes

- 5.6.1 The *Income Tax Act (Canada)* (the "ITA") s. 116 requires withholdings from distributions to non-residents of Canada. On January 15, 2024, the Receiver's counsel wrote to the Department of Justice ("DOJ") providing details of the Final Distribution and setting out the Receiver's proposed reliance on declarations of residency made by each Owner in the Ownership Claims Process. The Receiver also detailed the proposed methodology the Receiver has utilized to calculate withholding taxes on the Final Distributions, including language the Receiver proposed to include in the Ownership Final Distribution Orders. CRA has assured the Receiver that it will provide a comfort letter (the "CRA Comfort Letter") to the Receiver, wherein the CRA will confirm that there will be no assessment of BDO as Receiver of any liability in respect of s. 159 of the ITA, s. 270 of the Excise Tax Act (Canada) or any similar federal legislation administered by the CRA, in relation to any distribution or payment made by the Receiver pursuant to the Final Distribution Orders. The Receiver expects that the language in the CRA Comfort Letter will be the same as provided in the CRA's previous comfort letter concerning withholding taxes on the Interim Distribution payments.
- 5.6.2 As part of the Ownership Claims Process, the Receiver required that each Owner declare their residency for tax purposes. Of the Proven Claims, Owners of 321.85 and 92.65 Intervals of the Hills Association and the Ridge Association, respectively, declared that they are not a resident of Canada for tax purposes (the "Non-Resident Eligible Owner(s)").
- 5.6.3 As total recoveries from the Property included asset categories for which the ITA does not require tax to be withheld before distributing to non-residents of Canada for tax purposes, the Receiver has computed withholding taxes on the Final Distribution by asset category on the following basis:
- a) utilizing the purchase price allocation provided by the Purchaser for the Resorts as set out below:

Purchaser's Purchase Price Allocation (000's)		
Allocation	Carriage Hills	Carriage Ridge
Land	\$ 5,800	\$ 1,990
Building	29,956	14,264
Furniture & Fixture	3,440	1,560
Goodwill	2,054	936
Total	\$ 41,250	\$ 18,750

- b) applying the withholding tax rates detailed in s. 116 of the ITA as set out below:

Summary Of Withholding Tax Rates by Asset Category	
Asset Category	Rate
Land	25%
Building, Furniture and Fixtures	50%
Goodwill	50%

- c) not withholding any taxes in respect of a portion of the Final Distribution that is allocatable to funds arising from sources other than the sale of the Resorts, such as collections from Delinquent Accounts or interest income;
- d) allocating the disbursements of each Estate against the prorated gross recoveries from each category of asset recovered as set out below:

Proration of Gross Recoveries (000's)					
Asset Category	Carriage Hills		Carriage Ridge		
Land	\$ 5,800	12.226%	\$ 1,990	8.563%	
Building	29,956	63.146%	14,264	61.381%	
Furniture & fixture	3,440	7.251%	1,560	6.713%	
Goodwill	2,054	4.330%	936	4.028%	
All other recoveries	6,189	13.047%	4,489	19.315%	
Total	\$ 47,439	100.000%	\$ 23,239	100.000%	

- e) withholding taxes from only those Eligible Owners who declared they are non residents of Canada for tax purposes.

5.6.4 As the Total Distribution includes recoveries from numerous asset categories, each with their own ITA implications, using the above noted methodology, the Receiver computed total distribution withholding tax rates of 40.420% and 38.202% (the "Withholding Tax Rates") for the Non-Resident Eligible Owners of the Hills Association and the Ridge Association, respectively. Details of the computation of the Withholding Tax Rates are detailed in the table below:

Blended Withholding Tax Rates						
Asset Category	Carriage Hills			Carriage Ridge		
	Prorated Recovery	Tax Rate	Blended Tax Rate	Prorated Recovery	Tax Rate	Blended Tax Rate
Land	12.226%	25%	3.057%	8.563%	25%	2.141%
Building	63.146%	50%	31.573%	61.381%	50%	30.690%
Furniture & fixture	7.251%	50%	3.626%	6.713%	50%	3.356%
Goodwill	4.330%	50%	2.165%	4.028%	50%	2.014%
All other recoveries	13.047%	0%	0.000%	19.315%	0%	0.000%
Total	100.000%		40.420%	100.000%		38.202%

5.6.5 The Interim Distribution utilized withholding tax rates of 42.309% and 40.007% for the Non-Resident Eligible Owners of the Hills Association and the Ridge Association, respectively, based on the recoveries at the time of calculating the Interim Distribution. The total distribution Withholding Tax Rates are lower relative to the Interim Distribution withholding tax rates because the proportion of recoveries from asset categories with a tax rate of 0% have increased, primarily as a result of additional accounts receivable collections and interest income.

5.6.6 Based on these percentages, the Receiver proposes to withhold \$122,304.58 and \$37,934.67 (the "Withheld Amounts"), from the Final Distributions of the Hills Association and the Ridge Association Non-Resident Eligible Owners, respectively, and remit same to the CRA. Withheld Amounts from the Interim Distribution and the Final Distribution, in aggregate, total \$714,840.08 and \$211,335.70 from the Hills Association and the Ridge Association, respectively.

5.6.7 The Withheld Amounts are intended to make total withholding tax deductions equivalent to the Withholding Tax Rate across the Interim Distribution and Final Distribution, in aggregate. Therefore, the Withheld Amounts from the Final Distribution are not equivalent to 42.309% and 40.007% for the Hills Association and the Ridge Association, respectively. The actual withholding tax amount on the Final Distribution is lower than the Withholding Tax Rates to compensate for the higher withholding tax rates which were deducted from the Interim Distribution to the Non-Resident Eligible Owners.

## 6.0 RESERVES

### 6.1 Release of Reserves

- 6.1.1 Pursuant to the Interim Distribution Order, the Receiver established Reserves totaling \$11.38 million and \$5.60 million for the Hills Association and the Ridge Association, respectively. As detailed in the Seventh Report, the Reserves were established in respect of, inter alia, unresolved Claims, mortgages and a general reserve to finalize the proceedings.
- 6.1.2 The Receiver has released funds from the Reserves totaling \$2.72 million and \$1.56 million for the Hills Association and the Ridge Association, respectively, in relation to Claims which have been resolved. These funds have been released in several payment batches (collectively, the "Reserve Batches"). A summary of the Reserve Batches are illustrated in the chart below:

Summary of Interim Distribution Reserve Releases		
(in CAD \$ 000s)	Carriage Hills	Carriage Ridge
<i>Total Payments to Owners</i>		
December 2022	\$ 997	\$ 616
February 2023	792	439
April 2023	451	197
July 2023	348	209
September 2023	17	4
December 2023	-	1
	2,605	1,466
<i>Payment to Mortgagee</i>		
December 2022	-	-
February 2023	8	55
April 2023	13	3
July 2023	2	11
September 2023	-	-
December 2023	3	6
	26	76
<i>Payment for Withholding Taxes</i>		
December 2022	36	6
February 2023	18	4
April 2023	17	2
July 2023	14	8
September 2023	1	-
December 2023	7	2
	92	22
<b>Total Reserve Release Payments</b>	<b>\$ 2,724</b>	<b>\$ 1,563</b>

- 6.1.3 The process for preparing and issuing the Reserve Batches was similar to the method used to facilitate the 2022 Distribution.
- 6.1.4 The Receiver has also released approximately \$443,000 and \$84,000 for the Hills Association and the Ridge Association, respectively, in relation to net administration costs of the receivership proceedings since approval of the Interim Distribution. The chart below illustrates the excess reserve funds (before the Wind-up Reserves) of approximately \$7.61 million and \$3.77 million for the Hills Association and Ridge Association, respectively, which are available for distribution in the Final Distribution:

Reserve Continuity		
	Carriage Hills	Carriage Ridge
Reserves	\$ 11,379,418	\$ 5,598,565
Adj. to Specific Claim reserves	50,356	128,894
Reserve payment releases for Claims	(2,725,629)	(1,565,170)
Reserve payment releases for net costs	(443,550)	(84,367)
Excess Reserve (before Wind-up Reserves)	8,260,595	4,077,922
Wind-up Reserves (excl. final distribution reserves)	(654,361)	(311,914)
Total Excess Reserves for Distribution	\$ 7,606,234	\$ 3,766,008
Wind-up Reserves (excl. final distribution reserves)	\$ 654,361	\$ 311,914
Final distribution claim reserves	10,891	5,775
Total Wind-up Reserves	\$ 665,252	\$ 317,689

## 6.2 Wind-up Reserves

- 6.2.1 The total excess Reserves available for distribution in the Final Distribution amounts to approximately \$7.61 million and \$3.77 million for the Hills Association and the Ridge Association, respectively, after accounting for the Wind-up Reserves of approximately \$665,000 and \$318,000 in the Hills Association and Ridge Association, respectively.
- 6.2.2 The Wind-up Reserves include specific Claim reserves of \$21,166 and \$28,360 for the Hills Association and the Ridge Association, respectively, which relate to reserves held from the Interim Distribution. These amounts in the Wind-up Reserves relate to Mortgage Amendment requests which remain unresolved. The Receiver is corresponding with the Mortgagee concerning mortgage disputes and the process and timing for resolving same. There are also specific Claim reserves of \$10,891 and \$5,775 for the Hills Association and the Ridge Association, respectively, which are inclusive in the total excess reserves available for distribution and which will be released when the same Mortgage Amendment requests are resolved.
- 6.2.3 The Wind-up Reserves include approximately \$633,000 in the Hills Association and \$289,000 in the Ridge Association for payment of estimated Wind-up Costs. Wind-up Costs include accrued and unpaid professional fees plus future professional fees to be incurred up to the date of the Receiver's discharge as

well as a general contingency reserve for potential unknown issues. The Wind-up Costs have been estimated based on costs-to-date in these receivership proceedings, as well as estimates provided by A&B, TGF, the Claims Agent and the Claims Officer on their respective cost estimates to conclude these receivership proceedings. The Wind-up Costs within the Wind-up Reserves equate to \$90.16 and \$84.49 per Interval in the Hills Association and Ridge Association, respectively.

6.2.4 The Receiver is preparing only the Final Distribution for all remaining funds held in trust, due to the significant costs involved in administering a distribution process. The Wind-up Reserves are intended to cover all costs of finalizing the administration of these receivership proceedings, up to the date of the Receiver's discharges.

6.2.5 The Receiver requests the Court approve the Wind-up Reserves.

### 6.3 Unsuccessful Payments

6.3.1 Similar to the 2022 Distribution, the Receiver was advised by the Banking Partner that certain electronic payments of the Reserve Batches were unsuccessful. The Banking Partner has worked with Owners to reissue electronic payments, as necessary.

6.3.2 The Receiver did not initiate a second-chance process for unsuccessful Reserve Batch payments due to the low volume of transactions which made it more practical to re-issue all unsuccessful electronic payments via cheque.

6.3.3 The Receiver has received requests from Owners to re-issue cheques that were not received and therefore considered lost in transit. In addition, certain Owners in jurisdictions outside Canada and the US have experienced difficulties in depositing cheques and requested that payment be re-issued using an alternative payment method. The Receiver has facilitated these requests where possible and anticipates the need for other periodic re-issuance of cheques in similar circumstances.

6.3.4 Interim Distribution cheques became stale-dated six (6) months after issuance resulting in undeposited cheques from the 2022 Distribution. The Receiver has contacted Owners with undeposited, stale-dated cheques to arrange for the issuance of replacement Interim Distribution payments. The most common reason for having not received the initial payment was that the Owner did not disclose a change in mailing address. The Receiver has contacted approximately 80 owners regarding stale-dated distribution cheques and successfully reissued 35 payments comprising approximately \$50,000, in aggregate.

### 6.4 Treatment of Unutilized Reserves and Unclaimed Cheques

6.4.1 While the Receiver has made best attempts to estimate the costs to complete the administration of the estates, it is possible that actual costs will be lower

than estimated. In such a case, there will be unused Wind-up Reserves (the "Unutilized Reserves").

- 6.4.2 Additionally, there were 57 unclaimed Interim Distribution cheques as at January 15, 2024 amounting to approximately \$90,000. The Receiver will contact Claimants of undistributed Interim Distribution payments and future undeposited Final Distributions to assist Owners in obtaining their distribution payments, including reissuing payments where necessary. However, it is possible the Receiver may not ultimately be able to complete distribution payments to certain Owners for the reasons outlined above (the "Unclaimed Distributions").
- 6.4.3 The Receiver proposes that any Unutilized Reserves and Unclaimed Distributions be considered undistributed funds (the "Undistributed Funds") in the following circumstances:
- a) in the case of Unutilized Reserves, any amounts that remain unused for the initial purpose of the Wind-up Reserves at the time the Receiver has issued its Certificate of Discharge; and
  - b) in the case of Unclaimed Distributions, any amount remaining uncollected by the recipient of the distribution after nine (9) months following the date on which the Final Distribution is made. The Receiver will make one (1) additional attempt to pay any unclaimed Final Distribution cheques before classifying the payment as an Unclaimed Distribution.
- 6.4.4 It is unlikely that the amount of Undistributed Funds, if any, will be sufficient enough to cover the costs of an additional round of distribution payments to Owners. Therefore, the Receiver proposes the following treatment for the Undistributed Funds:
- a) in the case of Unutilized Reserves, any remaining amounts be donated to a registered Canadian charity. The Receiver proposes the Alzheimer Society of Canada and the Habitat for Humanity Canada, as recipients of the Undistributed Funds, split on an equal (50%/50%) basis.
  - b) in the case of Unclaimed Distributions, in its capacity as Liquidator, forwarding the funds to the Office of the Public Guardian and Trustee of Ontario in accordance with section 268(1) of the OCA and agreement with the Public Guardian and Trustee. If agreement cannot be reached with the Public Guardian and Trustee, Unclaimed Distributions will be treated the same as Unutilized Reserves and donated to the charities as described in section 6.4.4.a) above.



## 7.0 INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

### 7.1 Interim R&D

- 7.1.1 A copy of the Receiver's Interim R&Ds for the Hills Association and the Ridge Association are attached hereto as Appendix 'P' and Appendix 'Q', respectively. As presented therein, as at December 31, 2023 the Receiver held \$7.70 million and \$3.79 million in trust for the Hills Association and the Ridge Association, respectively.
- 7.1.2 Of these amounts, the Receiver has currently invested approximately \$7.68 million and \$3.77 million from the Hills Association and the Ridge Association, respectively, in GICs.
- 7.1.3 The Interim R&Ds 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.

### 7.2 Guaranteed Investment Certificates

- 7.2.1 On July 10, 2023, the Receiver re-invested \$8.72 million and \$4.31 million from the Hills Association and the Ridge Association, respectively, in one-year prime-linked cashable GICs.
- 7.2.2 Since the date of re-investment, July 10, 2023, the Receiver has partially redeemed \$700,000 and \$370,000 from the Hills Association's and the Ridge Association's respective GICs. The partial redemptions were primarily used to fund the Interim Distribution and professional fees. Total interest redeemed since the initial investment of funds in GICs total \$538,991 and \$265,091 in the Hills Association and the Ridge Association, respectively, with additional accrued but unredeemed interest of approximately \$507,000 and \$250,000 in the respective Associations.
- 7.2.3 The GICs will continue to accrue investment income for the estate until the investments are fully redeemed. The Receiver has not fully redeemed the GICs as at the date of this Ninth Report in order to generate additional investment income, thus increasing the total funds available for Final Distribution. Until the GICs are fully withdrawn, the exact amount of interest income cannot be known with certainty. The Receiver proposes that any additional accrued investment income be added to the balances of the Wind-up Reserves and addressed in the same manner as detailed herein. The Receiver has estimated the GICs will accrue an additional approximately \$88,000 and \$43,000 up to the time of redemption, currently estimated as mid-February 2024.

## 8.0 OTHER MATTERS

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### 8.1 Financial Statements

- 8.1.1 The Receiver engaged Powell Jones to compile financial information and tax returns for the fiscal year ended December 31, 2022. The Receiver posted the 2022 financial statements to the Receiver's case website on July 2023 and provided notification that the financial statements were accessible in an email to Owners on July 23, 2023. The income tax returns for the fiscal year ended December 31, 2022 were filed with the CRA on June 30, 2023.
- 8.1.2 The Receiver may also need to complete financial statements for the fiscal year ended December 31, 2023 and for the period January 1, 2024 up to the date of dissolution.

### 8.2 HST Liability

- 8.2.1 The Receiver has continued to collect amounts from Delinquent Accounts after January 31, 2022 through the Collection Agent and through account settlements. In addition, the Receiver has offset Interim Distribution payments against Delinquent Accounts, where applicable. CRA has accepted and paid amounts to the Receiver pursuant to the HST Refund Returns on the basis that such amounts were uncollectible. As a result, any collections from Delinquent Accounts after January 31, 2022 or off-sets applied against Delinquent Accounts will include an implicit portion of recovered HST which must be remitted to CRA.
- 8.2.2 The Receiver issued a payment to the CRA of approximately \$71,600 in the Hills Association and approximately \$33,600 in the Ridge Association to reflect recovered HST on accounts previously reported as uncollectible.
- 8.2.3 The Final Distribution payment offsets against the Delinquent Accounts will result in further HST recoveries. The estimated HST recovery to remit to the CRA following the Final Distribution will be approximately \$13,700 in the Hills Association and approximately \$7,200 in the Ridge Association.

### 8.3 Carriage Resorts Websites

- 8.3.1 The Receiver has maintained the Carriage Resorts original websites, carriagehillsoa.ca and carriageridge.ca for the purpose of posting notices relevant to the Ownership Claims Process and to direct parties interested in these proceedings to the Receiver's case website. Given the imminent conclusion to these proceedings and in order to no longer incur costs and to finalize all accounting, the Receiver will proceed to discontinue the Carriage Resorts' original websites early in the 2024 calendar year.

## 9.0 PROFESSIONAL FEES

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### 9.1 Receiver and Counsel

- 9.1.1 The Receiver's fees for the period April 1, 2023, to January 15, 2024 encompass 953 hours at an average hourly rate of approximately \$440.16, for a total of \$419,866.00, prior to disbursements of \$6,259.90 and applicable taxes of \$55,396.37. Additionally, the Receiver estimates an accrual of not more than \$350,000 plus applicable taxes to complete its administration to the filing of its Discharge Certificate. The time spent by the Receiver's professionals, as well as the above accrual, is detailed in the affidavit of Matthew Marchand, sworn January 31, 2024 attached hereto as Appendix 'R'. The Receiver is requesting that the Court approve its total fees and disbursements, inclusive of the fee accrual and applicable taxes, in the amount of \$877,022.27.
- 9.1.2 The fees and disbursements of the Receiver's counsel, A&B, for the period March 27, 2023 to November 30, 2023 encompass 109.2 hours at an average hourly rate of approximately \$715.65, for a total of \$78,149.50 prior to disbursements of \$679.25 and applicable taxes of \$10,159.61. Additionally, the Receiver's counsel estimates an accrual of not more than \$75,000 plus applicable taxes to complete its administration to the filing of its Discharge Certificate. The time spent by the Receiver's counsel's professionals, as well as the above accrual, is detailed in the affidavit of Sanjeev Mitra, sworn January 31, 2024 attached hereto as Appendix 'S'. The Receiver is requesting that the Court approve A&B's total fees and disbursements, inclusive of the fee accrual and taxes, in the amount of \$173,738.36.
- 9.1.3 The fees and disbursements of the Receiver's special counsel, TGF, for the period April 1, 2023 to December 31, 2023 encompass 39.6 hours at an average hourly rate of \$778.22, for a total of \$30,817.50 prior to applicable taxes of \$4,006.30. Additionally, the Receiver's special counsel estimates an accrual of not more than \$25,000 plus applicable taxes to complete its administration to the filing of its Discharge Certificate. The time spent by the Receiver's special counsel's professionals, as well as the above accrual, is detailed in the affidavit of Leanne Williams, sworn January 30, 2024 attached as Appendix 'T'. The Receiver is requesting that the Court approve TGF's total fees and disbursements, inclusive of the fee accrual and taxes, in the amount of \$63,073.80.
- 9.1.4 The fees and disbursements of the Claims Officer for the period December 20, 2022 to January 26, 2024 encompass 142.20 hours at an average hourly rate of \$474.01, for a total of \$67,404.00 prior to disbursements of \$390.75 and applicable taxes of \$8,813.31. Additionally, the Claims Officer estimates an accrual of not more than \$5,000 inclusive of applicable taxes to complete its administration to the filing of its Discharge Certificate. The time spent by the Claims Officer's professionals are detailed in the affidavit of Tim Duncan, sworn January 31, 2024 attached as Appendix 'U'. The Receiver is requesting

that the Court approve the Claims Officer's total fees and disbursements, inclusive of taxes, in the amount of \$82,258.06.

- 9.1.5 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 save and except for the Claims Officer's fees, which fees have been allocated to each Association, pursuant to the Collection Plan Orders, based upon the time incurred by the Claims Officer in addressing the Disputed Claims pertaining to each Association.

## 10.0 REMAINING MATTERS

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### 10.1 Remaining Matters to be Completed

10.1.1 If this Court grants the orders requested herein, the Receiver will have completed its duties, statutory or otherwise, except for the following (the "Remaining Matters"):

- a) disbursing the Interim Distribution payments, as appropriately released from the Reserves;
- b) disbursing the Final Distribution payment;
- c) coordinating reissuance of unsuccessful Interim Distribution and Final Distribution payments to ensure all funds are appropriately distributed;
- d) releasing Wind-up Reserves related to Mortgage Amendment requests, as resolved between the respective parties;
- e) processing and paying the Wind-up Costs;
- f) complete all monthly HST filings the date of discharge;
- g) completing the Associations' annual financial statements and filing the Associations' corporate tax returns for the fiscal year-ending December 31, 2023 and any required subsequent periods up to the date of the Receiver's Discharge;
- h) submitting any administrative filings required to formally dissolve the Associations;
- i) attending to other administrative matters incidental to these proceedings such as filing the Receiver's report pursuant to sections 246(2) and 246(3) of the BIA; and
- j) filing the Certificate of Discharge, as defined below.

10.1.2 Upon the completion of the Remaining Matters, the Receiver will have realized on the Property and completed its statutory duties as well as those duties set out in the Receivership Order or subsequent orders of this Court. Accordingly, the Receiver is of the view that it is appropriate to seek an order of the Court discharging and releasing the Receiver upon the filing the Certificate of Discharge with this Court certifying that all of the Remaining Matters have been completed.

10.1.3 Similarly, upon completion of his remaining duties, it is appropriate to seek and order of the Court discharging and releasing the Claims Officer upon filing of the Claims Officer's Certificate of Discharge.

## 11.0 DISSOLUTION

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### 11.1 Dissolution of the Associations

- 11.1.1 The Receiver believes that stakeholders would appreciate formal dissolution of the Associations. Many stakeholders, especially the Owners, have been involved with the Associations for an extended time period and dissolution will provide a definitive date for which the Associations' cease to exist as legal entities.
- 11.1.2 The required activities for winding-up the Associations' business affairs will already have been conducted through the receivership proceedings by the time the Receiver is discharged. It is anticipated that there will be no additional time and cost required of the Receiver to effect the dissolution, other than the motion herein to obtain such an order.
- 11.1.3 The dissolution of a corporation may be made by order of the Court under section 267 of the OCA. To effect a dissolution:
- a) BDO would be appointed as liquidator of the Associations pursuant to section 246 of the OCA. BDO's appointment as liquidator would be for the sole purpose of effecting the dissolution of the Associations. All other activities concerning the affairs of the Associations, including the identification and resolution of creditor and equity claims, will be completed by the Receiver;
  - b) the Court may order that the dissolution of the Associations should take effect upon filing of the Certificate of Discharge; and
  - c) in its capacity as liquidator, BDO would be discharged upon filing of the Certificate of Discharge.

## 12.0 RECOMMENDATIONS

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### 12.1 Requests for Orders

12.1.1 The Receiver respectfully requests that the Court grant:

- a) the Final Distribution Orders;
- b) the Dissolution and Discharge Orders; and
- c) the Ancillary Orders.

All of which is respectfully submitted this 1<sup>st</sup> day of February, 2024.

BDO Canada Limited  
in its capacity as Court-Appointed Receiver of  
Carriage Hills Vacation Owners Association &  
Carriage Ridge Owners Association  
And not in its personal or corporate capacity



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

## **APPENDIX A**



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.

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Conway J.

**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 10<sup>th</sup> 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**

Barristers and Solicitors  
Toronto-Dominion Centre  
100 Wellington Street West  
Suite 3200, P.O. Box 329  
Toronto, ON M5K 1K7

**Leanne M. Williams (LSO# 41877E)**

Tel: 416-304-0060  
Email: lwilliams@tgf.ca

**Mitchell W. Grossell (LSO# 69993I)**

Tel: 416-304-7978  
Email: mgrossell@tgf.ca

Fax: 416-304-1313

Lawyers for the Applicant, Carriage Hills Vacation Owners  
Association



## **APPENDIX B**

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 ff 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 10<sup>th</sup> 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**

Barristers and Solicitors  
Toronto-Dominion Centre  
100 Wellington Street West  
Suite 3200, P.O. Box 329  
Toronto, ON M5K 1K7

**Leanne M. Williams (LSO# 41877E)**

Tel: 416-304-0060  
Email: lwilliams@tgf.ca

**Mitchell W. Grossell (LSO# 69993I)**

Tel: 416-304-7978  
Email: mgrossell@tgf.ca

Fax: 416-304-1313

Lawyers for the Applicant, Carriage Ridge Owners  
Association

## APPENDIX C

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	TUESDAY, THE 16 <sup>TH</sup>
	)	
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,

## 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 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.

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 Hills Collections

Email: [BDOCarriageHills@bdo.ca](mailto: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.

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.

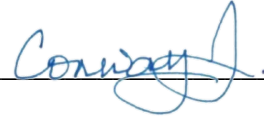
62. **THIS COURT ORDERS** that the filing of a jury notice by any Subject Member is hereby prohibited pursuant to Section 108(3) of the *Courts of Justice Act* (Ontario).

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.



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**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: [BDOSettlement@bdo.ca](mailto: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 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

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 <\*> 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](mailto:smitra@airdberlis.com)

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

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

E-mail: [sbabe@airdberlis.com](mailto: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 HILLS VACATIONS OWNERS ASSOCIATION

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  
 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*



## APPENDIX D

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	TUESDAY, THE 16 <sup>TH</sup>
	)	
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](mailto: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.

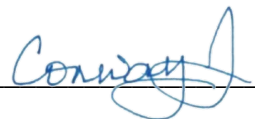
62. **THIS COURT ORDERS** that the filing of a jury notice by any Subject Member is hereby prohibited pursuant to Section 108(3) of the *Courts of Justice Act* (Ontario).

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 black 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](mailto: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](mailto:smitra@airdberlis.com)

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

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

E-mail: [sbabe@airdberlis.com](mailto: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](mailto:smitra@airdberlis.com)

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

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

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

THE HONOURABLE MADAM	)	FRIDAY, THE 17 <sup>TH</sup>
	)	
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 HILLS VACATION 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 Hills Vacation Owners Association (the “**Applicant**”) and all the lands and premises on which the Applicant operated the Carriage Hills 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., counsel for Lori Smith and Karen Levins and counsel for David and Phyllis Lennox and the submissions of Christopher Diana 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 6, 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.

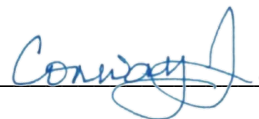
3. **THIS COURT ORDERS** that each Defaulting Subject Member is hereby noted in default.

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.



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**SCHEDULE "A"**  
**DEFAULT JUDGMENT LIST**

Equiant Number	Member Name	Balance Owning
126085003167	HASKILL, NOELLA	675.4208333
126085010180	DE VENZ, GLORIA	675.8275
126085004031	GALLOWAY, JEFFREY	1742.1325
126085004166	HOLMES, DEBORAH J	1742.1325
126085004655	MELHUIH, ROBERT D	1742.1325
126085006137	MCLACHLAN, KATHLEEN	1742.1325
126085021766	HARRIS, BRYAN	2081.4475
126085018959	ARENA, ADOLFO	2335.900833
126085016760	JOHNSON, LLEWELYN	2459.830833
126085017271	SAMUEL, KEMBA	1525.3125
126085002051	NGUYEN, ANH	2555.099167
126085015588	LOBO, EMILIA	2632.466667
126085021667	HABAYBETH, MAHA	2635.683333
126085019405	SAMUEL, KEMBA	2659.6725
126085013960	DAVEY, MICHAEL	1900.179167
126085013959	MOORE, SEAN	2978.241667
126085003179	FIELDS, NICHOLAS	3033.579167
126085021666	MULLIS, STAN	3082.424167
126085007580	MARONEY, DANIEL	3139.974167
126085014026	MOHS, ROBERT W	3199.048333
126085008448	WORRALL, ROBERT	3329.4725
126085006289	PUTSEY, ROBERT	3384.315833
126085012743	PRESTA, MARIA	3473.4975
126085006507	MICHAEL, KRISTA	3479.448333
126085020385	SORGANI, ANDREA	3472.076667
126085005648	FEUERSTEIN, NORBERT	3474.6175
126085008824	JOYCE, GARY	2512.189167
126085003974	WELLS, GEOFFREY	3517.9525
126085007033	CARSON, WARREN	3544.418333
126085019410	LEE, CHIA C	3560.756667
126085018608	ELLERY, VICTORIA	3566.536667
126085005927	EMMERTON, JENNIFER	3566.6
126085013251	REZK, FARID	3580.1675
126085001658	LAHTINEN, SUSAN	2583.795833
126085001682	LAHTINEN, SUSAN	3583.795833
126085011852	MAGLARIS, SALLY	3583.835
126085012140	IENILE, VINCENZO	3586.343333
126085015719	NETO, MARIA	3587.171667
126085016684	SPEED, PHILIP	3589.074167
126085004354	PEREIRA, CARLTON	3593.495833
126085003804	KERR, JAMES	3594.06
126085004485	MILLER, MURIEL	3600.05
126085004776	AMAN, JAMILA	3601.439167
126085015354	LONGMIRE, KATHERINE	3602.824167
126085009221	BESHARA, ASHRAF	2603.0325

126085009955 LAROSE, PETER	3603.0325
126085010560 LAW, EMILY	3603.0325
126085011822 DARRIGO, CHRISTINA	3603.0325
126085016559 MALLETT, GEORGE	3603.0325
126085007673 ABDELMASEIH, MIDHAT	3604.4625
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126085001221 WHITTON, ELIZABETH	3608.645833
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126085004517 ZIEGLER, ANNE	2608.645833
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126085020563 SZARZEC, PETER	2608.645833

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126085019663 WIENS, LINDA	21863.5875
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126085006591 SHENOUDA, NABIL	22383.43083
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126085016059 GAMBLIN, CHRISTOPHER	22383.43083
126085017146 HILL, DIANA	22383.43083
126085017321 PALADIN ADVISORY INC	22383.43083
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126085009843 PASCOTTO, FILOMENA	31305.0875
126085012270 HARRISON, DOUGLAS	31305.0875
126085021183 1450925 ONTARIO LTD,	31685.99333
126085015672 MUNSON, BRIAN	31885.99333
126085016785 BYUN, DAVID	32545.48417
126085010642 RAMKISSOON, ALLAN	33056.35083
126085016852 MICHALKO-KOLTUN, OLGA	33183.72083
126085012083 AUGUSTINE, SVETLANA	33706.53417
126085018500 SHAPLEY, LYNDA	36925.47
126085016124 COLLS, WILLIAM E	44890.80167
Total	14288370.5

<u>Equiant Number</u>	<u>Member Name</u>	<u>Balance Owing</u>
126085003667	KING, DARLENE	1823.46
<b>Total</b>		<b>1823.46</b>

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

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

**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 HILLS VACATION OWNERS  
ASSOCIATION

**JUDGMENT**

**ON READING** the Omnibus Default Judgment Order issued by the Honourable Justice Conway in this proceeding on December 17, 2021,

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

**THIS JUDGMENT BEARS INTEREST** at the rate of 20% 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 HILLS VACATIONS OWNERS ASSOCIATION

Applicant

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

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

**JUDGMENT**

**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](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

E-mail: [sbabe@airdberlis.com](mailto: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*

**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-20-00640265-00CL

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

**Proceedings commenced at Toronto**

**OMNIBUS DEFAULT JUDGMENT 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](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

E-mail: [sbabe@airdberlis.com](mailto: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*

## APPENDIX F



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

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

THE HONOURABLE MADAM	)	FRIDAY, THE 17 <sup>TH</sup>
	)	
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., counsel for Lori Smith and Bruce Fleming and counsel for David and Phyllis Lennox and the submissions of Christopher Diana 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 6, 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.

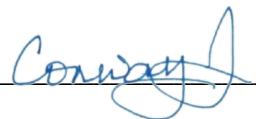
3. **THIS COURT ORDERS** that each Defaulting Subject Member is hereby noted in default.

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.



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**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
250251006366	HAGHIGHI, BEHZAD	3984.61875
250251006823	HO, GAVIN	3984.61875
250251006928	GILL, SANDRA	2984.61875
250251007102	SWACKHAMER, CHARLES	2984.61875
250251007232	RUTTLE, EARL	2984.61875
250251007322	MCARTHUR, TERENCE	3984.61875
250251007608	YOUNG, GEAROLD	3984.61875
250251007739	DAGUANNO, FRANCESCA	3984.61875
250251007767	MARTINKO, LAWRENCE	3984.61875
250251007885	YOUNG, LENNOX	3984.61875
250251007960	BENETEAU, CHERIE	3984.61875
250251008032	LEES, PAMELA	3984.61875
250251008105	JAGJIWAN, JAYESH	3984.61875
250251008485	WORLDWIDE VACATION FIVE STAF	3984.61875
250251103557	MITCHELL, DIANE	3984.61875
250251004016	RAMIREZ, LUIS FERNANDO	4010.55875
250251000694	PUGH, LAURI	4070.94875
250251007127	DONAHUE, LAWRENCE	3077.725
250251100615	LUNDRIGAN, KEVIN	4221.18875
250251003611	MORDEN, TODD	3442.31375
250251008345	MORDEN, TODD	4467.2225
250251004840	MACINTOSH, KAREN	4691.04625
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250251005090	BACUS, ROBERT	4830.0625
250251006896	PARMESHWAR, MOONEA	4889.99375
250251001365	SHAW, TIMOTHY WILLIAM	5094.4325
250251007753	FORTIER, JULES	4432.5225
250251002519	DONNELLY, SAMUEL	5488.69625

250251006176	SPEEDE, ALIYMA	5645.14
250251006964	BRUSH, CAROL	5649.97125
250251002710	STYLES, PAUL M	5885.35
250251006390	QUINTANILLA, FELIPE	5955.97625
250251008055	FAIRBARN, MONIKA	5984.97375
250251007697	KOCH, CAROL	6067.30125
250251008238	HOPKINS, DIANA MARIE	6090.97125
250251004309	ALTOMARE, FRANK	6101.28375
250251002891	MACCARONE, FRANK	6140.99125
250251006501	CHRYSLER, DARRA	6215.75875
250251004705	PEPELNAK, JOSEPH	6237.37625
250251003277	HARDING, NYCOLE	6290.98375
250251000979	JACKO-WILLIAMS, MARIAN	6305.2
250251001607	GAGNE, TERRY	6312.11375
250251008358	DRAYCOTT, DEANNA	6315.6275
250251006770	GILL, SANDRA	5322.8325
250251001015	JOB, MICHAEL P	6323.6775
250251001413	ATHANASIOS, MARY	6323.6775
250251001490	MADUEKWE, IJEOMA	6323.6775
250251001710	SPANDEL, JACQUELINE	5323.6775
250251002299	SITTLER, WILLIAM	6323.6775
250251002579	NABI, DAVID	5323.6775
250251002680	JONES, STACEY ANNE	6323.6775
250251002887	KLUG, PATRICIA	6323.6775
250251004257	WEBER, GISELLE	6323.6775
250251004423	EVES, JEREMY	6323.6775
250251004576	WYLIE, LUBA	6323.6775
250251004845	BABCOCK, THOMAS	5323.6775
250251005390	DONNELLY, BELINDA	6323.6775
250251005507	NABI, DAVID	6323.6775
250251005823	MEHMET, JOHN	5323.6775
250251006311	SPANDEL, JACQUELINE	6323.6775
250251007645	KNECHTEL, GRANT	6323.6775
250251008464	SPRIGG, GARY	6323.6775
250251008490	BLUE WATER VACATIONS LLC,	6323.6775
250251007545	ANDEN, MARILYN	6332.07125
250251000178	MCCRUM, CARRIE	6347.5425
250251000660	JOHNSON, DEREK	6347.5425
250251001721	ANDERSON, KATHERINE	6347.5425
250251003204	COTTIER, DERON J	6348.035
250251000171	HOILETTE, KAREN	6351.965
250251000020	CRECES, GUS	6353.9425
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250251000524	CEPEDA, HUGO	6353.9425
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250251002245	SEGUIN, ROGER	6353.9425
250251005166	CHOMYN, GEORGE	5353.9425
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250251006114	BOAFO, MARCIA	6353.9425
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250251006915	BLACK, SUSANNA	6353.9425
250251007285	CAREW, DARRELL	6353.9425
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250251007528	BYRD, ERIC D	6353.9425
250251007815	GREEN, PAUL	6353.9425
250251007848	SINGH, SURJIT	5353.9425
250251008064	TELSFORD, CARL	6353.9425
250251008211	DA RACHA OLIVEIRA, DANIEL	6353.9425
250251008308	MUNRO, DAVID	6353.9425
250251008461	JAB PROPERTY INVESTMENTS LLC,	6353.9425
250251002518	TARDIF, ELOISE	6357.1775
250251008036	LIVINGSTONE, SUSAN	6373.6775
250251003672	MOREHOUSE, JEFF	6375.125
250251004629	TAGABING, VIC	6381.51375
250251001258	DENNIS, DAVID	6393.27125
250251002217	AYRES, DAVID	6399.97125
250251002639	WATKINS, RICHARD	5399.97125
250251003577	HAYES, WAYNE	6399.97125
250251004258	SHEK, JEFFREY K F	6399.97125
250251004584	ROBERTSON, KATHLEEN	6399.97125
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250251006628	WOOLLER, ANN	6399.97125
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250251008243	SHEEHAN, KEVIN	5399.97125
250251008284	SHEEHAN, KEVIN	5399.97125
250251008304	DELAND, ALAIN	6399.97125
250251008355	MCORMOND, JOSEE	6399.97125
250251008402	ADAMS, CHAD	6399.97125
250251008407	DERRICK, TIMOTHY	6399.97125
250251008459	SADA, JAIME GUTIERREX	6399.97125
250251005940	WEESE, MARTIN	6403.9425
250251002883	CARTER, COLLIS QUINN	6423.6775
250251003955	MCNABB, AILEEN	6444.8575
250251003996	NIBLOCK, ANNIE E	6469.85
250251002944	PREECE, JOANNE G	6503.9425
250251005430	NADELA, EDMUND	6506.43875
250251002607	HENDERSON, STEPHEN	6554.06125
250251003650	POORANACHANDRAN, MAYOORAI	6603.4425
250251007813	VANDOOREN, RITA	6670.68
250251002329	WILSON, DAVID	6820.7
250251007405	MILLER, BEVERLY	6885.18625

250251006749	KUYPERS, LINDA	5891.73
250251008412	VAN BERKEL, ALICE	6948.0075
250251004659	ARTZ-IFFLAND, KATHLEEN	7309.515
250251004881	FORTIER, JULES	7594.75375
250251005203	DUARTE, MARLENE	8350.7175
250251000162	CARSON, WARREN	8379.3925
250251005907	MANTINI, SCOTT	8438.20375
250251001280	WOODWARD, CHARLES WILLIAM	7552.68125
250251000087	WOODWARD, CHARLES WILLIAM	8557.18125
250251006892	ANNUNZIELLO, JOHN	8809.6275
250251000946	LEMYRE, ALLISON	8815.51625
250251002079	PROSSER, KIMBERLEY	8815.51625
250251002384	DUDLEY, ROBERT	8815.51625
250251002632	STRONGHILL, SCOTT	8815.51625
250251002653	SUMMERS, ORVILLE	8815.51625
250251002789	BECK, MILKA	8815.51625
250251002871	RONSON, MATTHEW	7815.51625
250251003004	ATKIN, JACQUI	7815.51625
250251003163	ADEGUNLEHIN, EUNICE	8815.51625
250251003598	WRIGHT, KEVIN	8815.51625
250251003624	RAMSAY, SYDNEY	8815.51625
250251003673	SCAFIEZZO, MONICA	8815.51625
250251003675	CEDROFF, B EILEEN	8815.51625
250251003680	DAVIS, RACHAEL MARIAN	8815.51625
250251003964	MELKERT, GERALD WILLIAM	8815.51625
250251004414	LAM, KENNETH	8815.51625
250251004523	MAITLAND, CHRISTOPHER	8815.51625
250251004534	NEABEL, BRIAN	8815.51625
250251005665	TULLOCH, MUSLENA	8815.51625
250251006334	BARNARD, KEVIN JAMES	7815.51625
250251006467	WOLSCHT, PAUL	8815.51625
250251007292	PICHLER, BETTY	8815.51625
250251007943	REGALADO, JAVIER LAZARO	8815.51625
250251003488	BARANIK, DOUG	8815.5275
250251006101	MONGIAT, FERNANDO	8829.115
250251000818	PUCKNELL, TAMMY	8853.87
250251000452	KAUR, MANJIT	8860.27
250251001459	RUSSO, REBECCA ANGELA	8860.27
250251004916	CROSSLAND, MELISSA	8860.27
250251006012	MOUCHIAN, NOUART	8860.27
250251006042	RONSON, MATTHEW	8860.27
250251007632	KUCHUREAN, NANCY	8860.27
250251007933	SALMON, YVONNE	8860.27
250251008240	SHEEHAN, KEVIN	7860.27
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250251008286	SHEEHAN, KEVIN	7860.27

250251008290	ROMEO, CARL	8860.27
250251008302	POVERING, MAXINE	8860.27
250251008303	BARNARD, KEVIN	7860.27
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250251000545	CHEEK, CONSORCIA	8900.70125
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250251002790	VALLILLEE, SHAWN	10025.99875
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250251001546	LAVIOLETTE, GENE	28258.42625
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250251001634	BUTTON, PATSY	32315.47125
250251002280	PARTRIDGE, ROBBIE	32350.77625
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250251000318	LEE, BEVERLEY	32580.7725
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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
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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
<hr/>		
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 17, 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**  
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](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

E-mail: [sbabe@airdberlis.com](mailto: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*

**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**

**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](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

E-mail: [sbabe@airdberlis.com](mailto: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 G

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

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

THE HONOURABLE MADAM	)	FRIDAY, THE 17 <sup>TH</sup>
	)	
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 HILLS VACATION 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 Hills Vacation Owners Association (the “**Applicant**”) and all the lands and premises on which the Applicant operated the Carriage Hills 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., counsel for Lori Smith and Karen Levins 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 properly served as appears from the affidavit of Christine Doyle sworn December 9, 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, together with the digital version thereof where applicable, 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 and as stipulated herein, 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) Subject to the direction and supervision of the court and the Receiver, the appointment of the Claims Agent pursuant to the terms of the Engagement Letter 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 gross negligence or wilful misconduct on the part of the Claims Agent;
- (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;

- (d) the Claims Agent shall comply with all applicable provisions of Canada's private sector privacy laws, including, without limiting the generality of the foregoing, the *Personal Information Protection and Electronic Documents Act* ("**Pipeda**");
- (e) in particular, the Claims Agent must comply with the principles set out in Schedule I of Pipeda with respect to the collection, storage and safeguards in relation to any information recorded or obtained by the Claims Agent from any Claimant with the exception that the Claims Agent shall be permitted to disclose this information to the Receiver, its counsel, the Court or as otherwise directed by the Court; and
- (f) notwithstanding the forgoing and for the avoidance of doubt, the Claims Agent is authorized to collect all Claimant or potential Claimant information contemplated hereby, and all Claimants or potential Claimants who provide information to the Claims Agent are hereby deemed to have consented to the processing of their information for all purposes relating to these Proceedings.

## NOTICE TO CLAIMANTS

### 11. THIS COURT ORDERS that:

- (a) the Receiver shall, on or before January 24, 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 24, 2022, but these owners shall incur no liability as a result of posting this Order (and its Schedules) in compliance with this paragraph (b);

- (c) the Receiver shall, on or before January 24, 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 Hills 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 and/or the Claims Agent (a) shall review and consider the Request for Amendment, and (b) may accept the amendments requested, or the Receiver may 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 Claims Agent 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.

31. **THIS COURT ORDERS** that any Owner may be requested to provide any reasonable additional information to the Receiver and/or the Claims Agent to substantiate their Claim or any Request for Amendment or Mortgage Amendment, as the case may be. The Receiver and/or the Claims Agent shall accept the reasonable evidence of an Owner's change in marital status which may include a Decree Nisi or separation agreement.

#### **DEADLINE FOR FILING REQUEST FOR AMENDMENT OR PROOFS OF CLAIM**

32. **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.

33. **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 are actually received by the Claims Agent by no later than the Claims Bar Date.

#### **CLAIMS BAR DATE**

34. **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.

35. **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**

36. **THIS COURT ORDERS** that, subject to the terms of this Order, the Receiver and/or the Claims Agent 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.

37. **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.

38. **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.

39. **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).

40. **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**

41. **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.

42. **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.

43. **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**

44. **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.

45. **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**

46. **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.

47. **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**

48. **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.

49. **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.

50. **THIS COURT ORDERS** that before allowing a person to act on behalf of a deceased or incapacitated Person, the Receiver, acting reasonably, 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.

51. **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.

52. **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**

53. **THIS COURT ORDERS** that the Receiver, the Claims Agent 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**

54. **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.

55. **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](mailto:carriageinfo@primeclerk.com)

56. **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

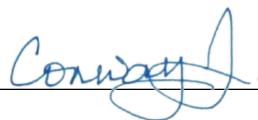
then not received shall not, absent further Order of the Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or electronic or digital transmission in accordance with this Order.

#### **MISCELLANEOUS**

57. **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.

58. **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.

59. **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.

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

**SCHEDULE “A”  
DEFINED TERMS**

“**Acknowledgment Form**” means the form delivered in accordance with this Claims Process in writing or digitally via the Claims Portal 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 Claims Agent, in writing or digitally, 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 Hills 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 written or digital 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 in writing or digitally 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 written or digital 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 and/or the Claims Agent 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](http://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 17, 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](mailto: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 17, 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](http://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](http://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](mailto: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)
<b>Owner</b>	

<b>Owner Mailing Address</b>		
<b>Owner Email Address</b>		
<b>Owner Phone Number</b>		

**\*\*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.**

<b>Equiant Account Information</b>	
<b>Resort Name</b>	
<b>Equiant Account Number</b>	
<b>Contract Number</b>	

**PARTICULARS OF YOUR CLAIM:**

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

**PARTICULARS OF YOUR CLAIM (Continued):**

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

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

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

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

**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.

<b>Possible Reasons for Requested Amendments</b>
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		Amended Information (where applicable)	Reason for Requested Amendment (where applicable)
Owner			
Resort Name			
Equiant Account Number			
Contract Number			



**REQUEST FOR AMENDMENT (CONTINUED)**

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

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

**REQUEST FOR AMENDMENT (CONTINUED)**

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

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

**REQUEST FOR AMENDMENT (CONTINUED)**

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

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](http://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](mailto: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 17, 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 17, 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:

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- (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): \_\_\_\_\_

(k) Please check the box that applies.

My Interval is subject to a Mortgage.

My Interval is NOT subject to a Mortgage.

**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](mailto: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 17, 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:

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(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 17, 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](mailto: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 17, 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](http://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](mailto: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 “I”****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 17, 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](http://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](mailto: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 17, 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:

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**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](mailto: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 \_\_\_\_\_, 2022.

**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 17, 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):

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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](mailto:carriageinfo@primeclerk.com)

## APPENDIX H

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

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

THE HONOURABLE MADAM	)	FRIDAY, THE 17 <sup>TH</sup>
	)	
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., counsel for Lori Smith and Bruce Fleming 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 properly served as appears from the affidavit of Christine Doyle sworn December 9, 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, together with the digital version thereof where applicable, 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 and as stipulated herein, 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) Subject to the direction and supervision of the court and the Receiver, the appointment of the Claims Agent pursuant to the terms of the Engagement Letter 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 gross negligence or wilful misconduct on the part of the Claims Agent;
- (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;

- (d) the Claims Agent shall comply with all applicable provisions of Canada's private sector privacy laws, including, without limiting the generality of the foregoing, the *Personal Information Protection and Electronic Documents Act* ("**Pipeda**");
- (e) in particular, the Claims Agent must comply with the principles set out in Schedule I of Pipeda with respect to the collection, storage and safeguards in relation to any information recorded or obtained by the Claims Agent from any Claimant with the exception that the Claims Agent shall be permitted to disclose this information to the Receiver, its counsel, the Court or as otherwise directed by the Court; and
- (f) notwithstanding the forgoing and for the avoidance of doubt, the Claims Agent is authorized to collect all Claimant or potential Claimant information contemplated hereby, and all Claimants or potential Claimants who provide information to the Claims Agent are hereby deemed to have consented to the processing of their information for all purposes relating to these Proceedings.

## **NOTICE TO CLAIMANTS**

### **11. THIS COURT ORDERS that:**

- (a) the Receiver shall, on or before January 24, 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 24, 2022, but these owners shall incur no liability as a result of posting this Order (and its Schedules) in compliance with this paragraph (b);

- (c) the Receiver shall, on or before January 24, 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 and/or the Claims Agent (a) shall review and consider the Request for Amendment, and (b) may accept the amendments requested, or the Receiver may 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 Claims Agent 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.

31. **THIS COURT ORDERS** that any Owner may be requested to provide any reasonable additional information to the Receiver and/or the Claims Agent to substantiate their Claim or any

Request for Amendment or Mortgage Amendment, as the case may be. The Receiver and/or the Claims Agent shall accept the reasonable evidence of an Owner's change in marital status which may include a Decree Nisi or separation agreement.

#### **DEADLINE FOR FILING REQUEST FOR AMENDMENT OR PROOFS OF CLAIM**

32. **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.

33. **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 are actually received by the Claims Agent by no later than the Claims Bar Date.

#### **CLAIMS BAR DATE**

34. **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.

35. **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**

36. **THIS COURT ORDERS** that, subject to the terms of this Order, the Receiver and/or the Claims Agent 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.

37. **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.

38. **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.

39. **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).

40. **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**

41. **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.

42. **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.

43. **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**

44. **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.

45. **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**

46. **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.

47. **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**

48. **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.

49. **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.

50. **THIS COURT ORDERS** that before allowing a person to act on behalf of a deceased or incapacitated Person, the Receiver, acting reasonably, 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.

51. **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.

52. **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**

53. **THIS COURT ORDERS** that the Receiver, the Claims Agent 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**

54. **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.

55. **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](mailto:carriageinfo@primeclerk.com)

56. **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

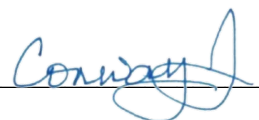
then not received shall not, absent further Order of the Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or electronic or digital transmission in accordance with this Order.

### MISCELLANEOUS

57. **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.

58. **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.

59. **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.

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

**SCHEDULE “A”  
DEFINED TERMS**

“**Acknowledgment Form**” means the form delivered in accordance with this Claims Process in writing or digitally via the Claims Portal 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 Claims Agent, in writing or digitally, 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 written or digital 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 in writing or digitally 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 written or digital 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 and/or the Claims Agent 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](http://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 17, 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](mailto: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 17, 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](http://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](http://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](mailto: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)
<b>Owner</b>	

<b>Owner Mailing Address</b>		
<b>Owner Email Address</b>		
<b>Owner Phone Number</b>		

**\*\*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.**

<b>Equiant Account Information</b>	
<b>Resort Name</b>	
<b>Equiant Account Number</b>	
<b>Contract Number</b>	

**PARTICULARS OF YOUR CLAIM:**

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

**PARTICULARS OF YOUR CLAIM (Continued):**

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

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

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

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

**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.

<b>Possible Reasons for Requested Amendments</b>
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	Amended Information (where applicable)	Reason for Requested Amendment (where applicable)
<b>Owner</b>		
<b>Resort Name</b>		
<b>Equiant Account Number</b>		
<b>Contract Number</b>		

**REQUEST FOR AMENDMENT (CONTINUED)**

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

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



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**REQUEST FOR AMENDMENT (CONTINUED)**

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

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

<b>Other</b>	
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**REQUEST FOR AMENDMENT (CONTINUED)**

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

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](http://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:

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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](mailto: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 17, 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 17, 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): \_\_\_\_\_

(k) Please check the box that applies.

My Interval is subject to a Mortgage.

My Interval is NOT subject to a Mortgage..

**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](mailto: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 17, 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:

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(b) Equiant Account Number(s):

---

(c) Full mailing address of the Owner:

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(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 17, 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](mailto: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 17, 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](http://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](mailto: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 “I”****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 17, 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](http://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](mailto: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 17, 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:

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**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](mailto: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 \_\_\_\_\_, 2022.

**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 17, 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):

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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](mailto:carriageinfo@primeclerk.com)

## APPENDIX I



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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM )  
 )  
JUSTICE CONWAY ) TUESDAY, THE 23<sup>RD</sup> DAY  
 OF AUGUST, 2022

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**

**INTERIM DISTRIBUTION 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 operates 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 *inter alia*, an interim distribution, was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

**ON READING** the Motion Record of the Receiver dated August 10, 2022 (the “**Motion Record**”), Seventh Report of the Receiver dated August 10, 2022 (the “**Seventh 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 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 August 12, 2022, filed,

## **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 capitalized terms not defined herein shall have the meanings ascribed thereto in the Seventh Report.

## **LATE CLAIMS**

3. **THIS COURT ORDERS AND AUTHORIZES** the Receiver to accept Claims filed by Owners and received on or before the date of this Order as if they were filed by the Claims Bar Deadline.

## **DELIVERY VALIDATION**

4. **THIS COURT ORDERS** that the delivery of the Process Packages is hereby validated and confirms that such was properly delivered in accordance with the Ownership Claims Process Orders.

## **ACCOUNT AGENT AGREEMENT**

5. **THIS COURT ORDERS** that

- (a) subject to the direction and supervision of the court and the Receiver, the appointment of the Claims Agent pursuant to the terms of the Account Agent Agreement 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 gross negligence or wilful misconduct on the part of the Claims Agent;

- (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 as applicable or with leave of this Court on notice to the Receiver and the Claims Agent as applicable;
- (d) the Claims Agent shall comply with all applicable provisions of Canada's private sector privacy laws, including, without limiting the generality of the foregoing, the *Personal Information Protection and Electronic Documents Act* ("**Pipeda**");
- (e) in particular, the Claims Agent must comply with the principles set out in Schedule I of Pipeda with respect to the collection, storage and safeguards in relation to any information recorded or obtained by the Claims Agent from any Eligible Owner with the exception that the Claims Agent shall be permitted to disclose this information to the Receiver, its counsel, the Court or as otherwise directed by the Court; and
- (f) notwithstanding the foregoing and for the avoidance of doubt, the Claims Agent are authorized to collect all Eligible Owner information necessary to effect the Interim Distribution, and all Eligible Owners who provide information to the Claims Agent are hereby deemed to have consented to the processing of their information for all purposes relating to these Proceedings.

## **INTERIM DISTRIBUTION**

6. **THIS COURT ORDERS** that the Receiver's proposed Interim Distributions in the manner set out in the Seventh Report be and is hereby authorized and approved, and the Receiver be and is hereby authorized and directed to make the proposed Interim Distributions on behalf of the Applicant to Eligible Owners, which distributions shall be made in accordance with each Eligible Owner's proportionate interest as determined in the Claims Process.

7. **THIS COURT ORDERS** that the methodology of the Receiver in formulating the Interim Distributions is hereby authorized and approved.

8. **THIS COURT ORDERS** that the methods of payment and deduction of the fees associated with same from the Interim Distributions as set out in the Seventh Report are hereby authorized and approved.

9. **THIS COURT AUTHORIZES AND CONFIRMS** that the amount charged in respect of the payment method selected by the Eligible Owner shall be deducted from the amount of such Eligible Owner's Interim Distribution.

10. **THIS COURT ORDERS AND DIRECTS** the Receiver to deduct any proportionate amounts owed by an Owner to the Mortgagee from their Interim Distribution (the "**Mortgage Payment**"), after deducting the Withheld Amount (as defined below), if any. For greater certainty, the Mortgage Payment shall be deducted from the Distribution Pot regardless of whether such Owner filed a Claim in the Claims Process. The Receiver shall pay the Mortgage Payments to the Mortgagee at the time of or before the completion of the Interim Distribution.

11. **THIS COURT ORDERS AND DIRECTS** the Receiver to withhold any Interim Distribution Payment from an Eligible Owner in the event that there is a disputed Mortgage Payment until such time as the Receiver has written confirmation from the Eligible Owner and Mortgagee that the dispute has been settled or further Order of this Court.

12. **THIS COURT ORDERS AND DIRECTS** the Receiver to off-set any amounts owed by an Eligible Owner in respect of their Delinquent Account(s) from their proportionate Interim Distribution (the "**Delinquent Off-Set**"), after deducting the Withheld Amount and/or the Mortgage Payment, if any, and such Delinquent Off-Set shall be available for distribution to Eligible Owners.

13. **THIS COURT ORDERS** that, for greater certainty, the following amounts shall be deducted by the Receiver from any Eligible Owner's proportionate Interim Distribution as follows:

- (a) Firstly, the Withheld Amount, if any;



- (b) Secondly, the Mortgage Payments, if any; and
- (c) Thirdly, the Delinquent Off-Set, if any.

14. **THIS COURT ORDERS** that, upon making the Interim Distribution, the Receiver shall be released and discharged from any and all obligations and claims in respect of the Interim Distribution, save and except for those arising out of any gross negligence or wilful misconduct on the Receiver's part.

#### **WITHHOLDING OBLIGATIONS**

15. **THIS COURT ORDERS AND AUTHORIZES** the Receiver to rely on the declarations of residency made in the Claims Process by each Owner for the purpose of the distribution of funds to each Owner and the withholding and remittance in accordance with section 116 of the *Income Tax Act* (Canada). Each Owner, who declared themselves a non-resident of Canada will be treated as a non-resident of Canada (a “**Non-Resident Owner**”) for the purposes of any applicable non-resident withholding tax on all payments hereunder.

16. **THIS COURT ORDERS AND DIRECTS** that the Receiver will deduct and withhold 42.309% (the “**Withholding Tax Rate**”) from any payment to any Non-Resident Owner, in accordance with section 116 of the *Income Tax Act* (Canada), in respect of only that portion of the distribution to a non-resident that is allocable to funds arising from the sale of the resorts (the “**Withheld Amounts**”). If the Receiver is unable to identify any specific provision in the Income Tax Act (Canada) that provides for withholding on distribution of funds other than from the sale of the resorts as detailed on Schedule “A”, the Receiver shall make no further withholdings or remittances.

17. **THIS COURT ORDERS AND DIRECTS** the Receiver to remit the Withheld Amounts to Canada Revenue Agency (“**CRA**”) together with Confidential Appendix 1 indicating the amounts withheld from each Non-Resident Owner and their contact particulars. The calculation of the Withholding Tax Rate is as set out in section 5.6 of the Report and is hereby approved. To the extent that amounts are so withheld or deducted and remitted to CRA, such withheld or deducted amounts will be treated for all purposes hereof as having been paid to such Non-Resident Owner as the remainder of the payment in respect of which such withholding or

deduction was made. No gross-up or additional amount will be paid on any payment hereunder to the extent the Receiver deducts or withholds amounts pursuant to this Order. Notwithstanding any withholding or deduction, each Eligible Owner receiving a payment will have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Authority (including income and other tax obligations on account of such distribution).

18. **THIS COURT ORDERS** that, with the exception of the amounts provided for in paragraph 15, the Receiver is not required to remit any further amounts to CRA in respect of the Owner Distributions.

#### **RESERVES**

19. **THIS COURT AUTHORIZES AND DIRECTS** the Receiver to establish the Reserves for the reasons and purposes set out in section 5.3 of the Seventh Report.

#### **APPROVAL AND AUTHORIZATION**

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

21. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements for the period ending July 31, 2022 be and is hereby approved.

22. **THIS COURT ORDERS** that the professional fees and disbursements of BDO in its capacity as Receiver and receiver of Carriage Ridge for the period from November 1, 2021 to July 31, 2022, in the amount of \$747,076.50 plus disbursements of \$11,359.42 and HST of \$90,746.49, for a total of \$849,182.41, as set out in the Affidavit of Matthew Marchand, sworn August 5, 2022 and attached as Appendix "P" to the Seventh Report, are hereby approved and the Receiver is authorized to pay the Applicant's 69% share of such fees and disbursements.

23. **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 November 1, 2021 to July 31, 2022, in the amount of \$159,687 plus disbursements of \$995.25 and HST of \$20,805.52, for a total of \$181,487.80, as set out in the Affidavit of Sanjeev Mitra,

sworn August 5, 2022 and attached as Appendix “Q” to the Seventh Report, are hereby approved and the Receiver is authorized to pay the Applicant’s 69% share of such fees and disbursements.

24. **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 December 1, 2021 to July 31, 2022, in the amount of \$156,005.00 plus disbursements of \$203.15 and HST of \$20,306.05, for a total of \$176,514.20, as set out in the Affidavit of Leanne M. Williams sworn August 5, 2022 and attached as Appendix “R” to the Sixth Report, are hereby approved and the Receiver is authorized to pay the Applicant’s 69% share of such fees and disbursements.

#### **GENERAL**

25. **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.

26. **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.

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.

#### **EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS**

28. **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.

29. **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.

30. **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.

  
\_\_\_\_\_

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

Applicant

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

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

**Proceeding commenced at Toronto**

**INTERIM DISTRIBUTION 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](mailto:smitra@airdberlis.com)

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

## APPENDIX J



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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM ) TUESDAY, THE 23<sup>RD</sup> DAY  
 )  
JUSTICE CONWAY ) OF AUGUST, 2022

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**

**INTERIM DISTRIBUTION 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 operates 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, *inter alia*, an interim distribution, was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

**ON READING** the Motion Record of the Receiver dated August 10, 2022 (the “**Motion Record**”), Seventh Report of the Receiver dated August 10, 2022 (the “**Seventh 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 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 August 12, 2022, filed,

## **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 capitalized terms not defined herein shall have the meanings ascribed thereto in the Seventh Report.

## **LATE CLAIMS**

3. **THIS COURT ORDERS AND AUTHORIZES** the Receiver to accept Claims filed by Owners and received on or before the date of this Order as if they were filed by the Claims Bar Deadline.

## **DELIVERY VALIDATION**

4. **THIS COURT ORDERS** that the delivery of the Process Packages is hereby validated and confirms that such was properly delivered in accordance with the Ownership Claims Process Orders.

## **ACCOUNT AGENT AGREEMENT**

5. **THIS COURT ORDERS** that

- (a) subject to the direction and supervision of the court and the Receiver, the appointment of the Claims Agent pursuant to the terms of the Account Agent Agreement 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 gross negligence or wilful misconduct on the part of the Claims Agent;



- (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 as applicable or with leave of this Court on notice to the Receiver and the Claims Agent as applicable;
- (d) the Claims Agent shall comply with all applicable provisions of Canada's private sector privacy laws, including, without limiting the generality of the foregoing, the *Personal Information Protection and Electronic Documents Act* (“**Pipeda**”);
- (e) in particular, the Claims Agent must comply with the principles set out in Schedule I of Pipeda with respect to the collection, storage and safeguards in relation to any information recorded or obtained by the Claims Agent from any Eligible Owner with the exception that the Claims Agent shall be permitted to disclose this information to the Receiver, its counsel, the Court or as otherwise directed by the Court; and
- (f) notwithstanding the foregoing and for the avoidance of doubt, the Claims Agent are authorized to collect all Eligible Owner information necessary to effect the Interim Distribution, and all Eligible Owners who provide information to the Claims Agent are hereby deemed to have consented to the processing of their information for all purposes relating to these Proceedings.

## **INTERIM DISTRIBUTION**

6. **THIS COURT ORDERS** that the Receiver's proposed Interim Distributions in the manner set out in the Seventh Report be and is hereby authorized and approved, and the Receiver be and is hereby authorized and directed to make the proposed Interim Distributions on behalf of the Applicant to Eligible Owners, which distributions shall be made in accordance with each Eligible Owner's proportionate interest as determined in the Claims Process.

7. **THIS COURT ORDERS** that the methodology of the Receiver in formulating the Interim Distributions is hereby authorized and approved.

8. **THIS COURT ORDERS** that the methods of payment and deduction of the fees associated with same from the Interim Distributions as set out in the Seventh Report are hereby authorized and approved.

9. **THIS COURT AUTHORIZES AND CONFIRMS** that the amount charged in respect of the payment method selected by the Eligible Owner shall be deducted from the amount of such Eligible Owner's Interim Distribution.

10. **THIS COURT ORDERS AND DIRECTS** the Receiver to deduct any proportionate amounts owed by an Owner to the Mortgagee from their Interim Distribution (the "**Mortgage Payment**"), after deducting the Withheld Amount (as defined below), if any. For greater certainty, the Mortgage Payment shall be deducted from the Distribution Pot regardless of whether such Owner filed a Claim in the Claims Process. The Receiver shall pay the Mortgage Payments to the Mortgagee at the time of or before the completion of the Interim Distribution.

11. **THIS COURT ORDERS AND DIRECTS** the Receiver to withhold any Interim Distribution Payment from an Eligible Owner in the event that there is a disputed Mortgage Payment until such time as the Receiver has written confirmation from the Eligible Owner and Mortgagee that the dispute has been settled or further Order of this Court.

12. **THIS COURT ORDERS AND DIRECTS** the Receiver to off-set any amounts owed by an Eligible Owner in respect of their Delinquent Account(s) from their proportionate Interim Distribution (the "**Delinquent Off-Set**"), after deducting the Withheld Amount and/or the Mortgage Payment, if any, and such Delinquent Off-Set shall be available for distribution to Eligible Owners.

13. **THIS COURT ORDERS** that, for greater certainty, the following amounts shall be deducted by the Receiver from any Eligible Owner's proportionate Interim Distribution as follows:

- (a) Firstly, the Withheld Amount, if any;

- (b) Secondly, the Mortgage Payments, if any; and
- (c) Thirdly, the Delinquent Off-Set, if any.

14. **THIS COURT ORDERS** that, upon making the Interim Distribution, the Receiver shall be released and discharged from any and all obligations and claims in respect of the Interim Distribution, save and except for those arising out of any gross negligence or wilful misconduct on the Receiver's part.

#### **WITHHOLDING OBLIGATIONS**

15. **THIS COURT ORDERS AND AUTHORIZES** the Receiver to rely on the declarations of residency made in the Claims Process by each Owner for the purpose of the distribution of funds to each Owner and the withholding and remittance in accordance with section 116 of the *Income Tax Act* (Canada). Each Owner, who declared themselves a non-resident of Canada will be treated as a non-resident of Canada (a “**Non-Resident Owner**”) for the purposes of any applicable non-resident withholding tax on all payments hereunder.

16. **THIS COURT ORDERS AND DIRECTS** that the Receiver will deduct and withhold 40.007% (the “**Withholding Tax Rate**”) from any payment to any Non-Resident Owner, in accordance with section 116 of the *Income Tax Act* (Canada), in respect of only that portion of the distribution to a non-resident that is allocable to funds arising from the sale of the resorts (the “**Withheld Amounts**”). If the Receiver is unable to identify any specific provision in the *Income Tax Act* (Canada) that provides for withholding on distribution of funds other than from the sale of the resorts as detailed on Schedule “A”, the Receiver shall make no further withholdings or remittances.

17. **THIS COURT ORDERS AND DIRECTS** the Receiver to remit the Withheld Amounts to Canada Revenue Agency (“**CRA**”) together with Confidential Appendix 1 indicating the amounts withheld from each Non-Resident Owner and their contact particulars. The calculation of the Withholding Tax Rate is as set out in section 5.6 of the Report and is hereby approved. To the extent that amounts are so withheld or deducted and remitted to CRA, such withheld or deducted amounts will be treated for all purposes hereof as having been paid to such Non-Resident Owner as the remainder of the payment in respect of which such withholding or

deduction was made. No gross-up or additional amount will be paid on any payment hereunder to the extent the Receiver deducts or withholds amounts pursuant to this Order. Notwithstanding any withholding or deduction, each Eligible Owner receiving a payment will have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Authority (including income and other tax obligations on account of such distribution).

18. **THIS COURT ORDERS** that, with the exception of the amounts provided for in paragraph 15, the Receiver is not required to remit any further amounts to CRA in respect of the Owner Distributions.

### **RESERVES**

19. **THIS COURT AUTHORIZES AND DIRECTS** the Receiver to establish the Reserves for the reasons and purposes set out in section 5.3 of the Seventh Report.

### **APPROVAL AND AUTHORIZATION**

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

21. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements for the period ending July 31, 2022 be and is hereby approved.

22. **THIS COURT ORDERS** that the professional fees and disbursements of BDO in its capacity as Receiver and receiver of Carriage Hills for the period from November 1, 2021 to July 31, 2022, in the amount of \$747,076.50 plus disbursements of \$11,359.42 and HST of \$90,746.49, for a total of \$849,182.41, as set out in the Affidavit of Matthew Marchand, sworn August 5, 2022 and attached as Appendix "P" to the Seventh Report, are hereby approved and the Receiver is authorized to pay the Applicant's 31% share of such fees and disbursements.

23. **THIS COURT ORDERS** that the professional fees and disbursements of Aird & Berlis LLP, counsel to the Receiver and to the receiver of Carriage Hills for the period from November 1, 2021 to July 31, 2022, in the amount of \$159,687 plus disbursements of \$995.25 and HST of \$20,805.52, for a total of \$181,487.80, as set out in the Affidavit of Sanjeev Mitra, sworn August

5, 2022 and attached as Appendix “Q” to the Seventh Report, are hereby approved and the Receiver is authorized to pay the Applicant’s 31% share of such fees and disbursements.

24. **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 Hills for the period from December 1, 2021 to July 31, 2022, in the amount of \$156,005.00 plus disbursements of \$203.15 and HST of \$20,306.05, for a total of \$176,514.20, as set out in the Affidavit of Leanne M. Williams sworn August 5, 2022 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.

#### **GENERAL**

25. **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.

26. **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.

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.

#### **EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS**

28. **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.

29. **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.

30. **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.

  
\_\_\_\_\_

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

Applicant

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceeding commenced at Toronto**

**INTERIM DISTRIBUTION 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](mailto:smitra@airdberlis.com)

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



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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	MONDAY, THE 24 <sup>TH</sup>
	)	
JUSTICE CONWAY	)	DAY OF APRIL, 2023

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 DECISIONS APPEALS PROCEDURE 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 proceeds of 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 “**Claims Decisions Appeals Procedure Order**”) approving a procedure for the adjudication of appeals of Claims Decisions, was heard this day via Zoom judicial video conference.

**ON READING** the Motion Record of the Receiver dated April 14, 2023 (the “**Motion Record**”), the Eighth Report of the Receiver dated April 14, 2023 (the “**Eighth Report**”), and on hearing the submissions of counsel for the Receiver and counsel for Wyndham Worldwide Corporation, Shell Finco LLC, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., and the submissions of Christopher Diana and the Claims Officer, Tim Duncan, 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 April 17, 2023,

## 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 any terms not otherwise defined herein shall have the meanings ascribed to them in the Receiver's Collection Plan Order made in these proceedings on February 16, 2021 (the "**Receiver's Collection Plan Order**").
3. **THIS COURT ORDERS** that, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:
  - (a) "**Appeal**" means an appeal of a Claims Decision by a Subject Member;
  - (b) "**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;
  - (c) "**Claims Decision(s)**" means the Claims Officer's written decision following his determination of each Disputed Claim, issued by the Claims Officer to the Receiver and the applicable Subject Member in accordance with the Receiver's Collection Plan Order;
  - (d) "**Claims Decisions Appeals Procedure**" means the procedure set out in this Claims Decisions Appeals Procedure Order;
  - (e) "**Court**" means the Ontario Superior Court of Justice (Commercial List);
  - (f) "**Notice of Appeal**" means a notice of an Appeal that has been served upon the Receiver within the Appeal Period pursuant to the Receiver's Collection Plan Order;
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.

#### **APPEALS MOTION**

6. **THIS COURT ORDERS** that the Receiver shall schedule with the Court office, and bring, a motion (the “**Appeals Motion**”) for the adjudication of all Appeals in respect of which it has received a Notice of Appeal excluding Appeals where the dispute over the Receiver’s Claim has been settled between the Receiver and the applicable Subject Member(s) subsequent to service of the Notice of Appeal. The Appeals Motion shall be an omnibus motion for the adjudication of all Appeals, but each Appeal shall be heard by the Court separately in accordance with the terms of this Claims Decisions Appeals Procedure Order.

7. **THIS COURT ORDERS** that the hearing of each Appeal shall:

- (a) be conducted by Zoom judicial videoconference, with a Court reporter;
- (b) be a maximum of 30 minutes in length, including any time allotted by the Court for a response by the Receiver; and
- (c) in accordance with the Receiver’s Collection Plan Order, proceed as a true appeal based on the record before the Claims Officer.

8. **THIS COURT ORDERS** that the Receiver shall:

- (a) assign a specific 30-minute time slot to each Appeal on a day scheduled with the Court office for the Appeals Motion, grouping Appeals, where applicable, by any common issues they raise;
- (b) include in its motion record for the Appeals Motion a master schedule setting out the time slot assigned to each Appeal (the “**Master Appeal Schedule**”);
- (c) serve the motion record for the Appeals Motion upon each Subject Member bringing an Appeal;

- (d) as soon as practicable after the Appeals Motion Zoom videoconference coordinates are made available, provide to each appellant Subject Member a calendar invitation for that Subject Member's assigned Appeals Motion hearing time, containing the applicable coordinates for the Appeals Motion Zoom videoconference; and
- (e) for each Appeal, create, serve upon the applicable Subject Member(s) and file on Caselines an Appeal index (each, an "**Appeal Index**") which will contain:
  - (i) the appellant Subject Member's or Members' name(s);
  - (ii) the Appeal's assigned date and time per the Master Appeal Schedule;
  - (iii) the breakdown of the Receiver's Claim in dispute, including any cost award made by the Claims Officer; and
  - (iv) hyperlinks to the applicable Claims Decision and to each document forming part of the record before the Claims Officer, all of which documents shall be electronically hosted by the Receiver or its counsel until the expiry of any applicable appeal period in respect of the determination by the Court on the Appeal,

but shall not contain any summary of or commentary on the Appeal or the issues raised therein.

9. **THIS COURT ORDERS** that a Subject Member who has served a Notice of Appeal on the Receiver shall not be required to take any other steps in respect of the Appeal or the Appeals Motion other than to appear for the hearing of the Appeal on the date and at the time assigned in the Master Appeal Schedule. Subject Members should join the Zoom hearing 30 minutes prior to their scheduled Appeal time, and will be let into the hearing by the Court registrar at the appropriate time.

10. **THIS COURT ORDERS** that the hearing of each Appeal shall commence by counsel to the Receiver identifying the Appeal and directing the Court to the applicable Appeal Index on Caselines.

11. **THIS COURT ORDERS** that the Court shall retain its discretion to make costs awards against the unsuccessful party in respect of any Appeal.

12. **THIS COURT ORDERS** that Subject Members who do not appear for the scheduled hearing of their Appeal shall be deemed to have abandoned the Appeal and 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.

### **ISSUANCE OF JUDGMENTS**

13. **THIS COURT ORDERS** that the Receiver will be entitled to judgment against any Subject Member(s) whose Appeal has been in whole or in part dismissed by the Court or whose Appeal has been deemed abandoned pursuant to paragraph 12 hereof. The amount of such judgment will be equal the sum of: (i) the Claims Decision (including any cost awarded by the Claims Officer) or any decision substituted for the Claims Decision by the Court on the Appeal; plus (ii) any costs awarded by the Court on the Appeal.

14. **THIS COURT ORDERS** that the Receiver shall bring an omnibus motion to the Court for the purpose of obtaining the judgments to which it is entitled but needs not provide the applicable Subject Members with any notice of such motion for judgments.

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

### **SERVICE**

16. **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.

17. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in the administration of the Claims Decisions Appeals Procedure, 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.

18. **THIS COURT ORDERS** that any notice or communication to be given to the Receiver in connection with the Claims Decisions Appeal Procedure shall be in writing 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

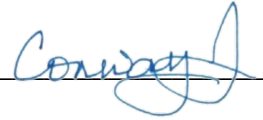
Attention: Carriage Hills Collections

Email: [BDOCarriageHills@bdo.ca](mailto: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**

19. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court to amend, vary or supplement this Claims Decisions Appeals Procedure Order or for advice and directions in the discharge of their respective powers and duties hereunder.



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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-20-00640265-00CL

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

**CLAIMS DECISIONS APPEALS**  
**PROCEDURE 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](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

E-mail: [sbabe@airdberlis.com](mailto: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*



## APPENDIX L

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	MONDAY, THE 24 <sup>TH</sup>
	)	
JUSTICE CONWAY	)	DAY OF APRIL, 2023

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 DECISIONS APPEALS PROCEDURE 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 proceeds of 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 “**Claims Decisions Appeals Procedure Order**”) approving a procedure for the adjudication of appeals of Claims Decisions, was heard this day via Zoom judicial video conference.

**ON READING** the Motion Record of the Receiver dated April 14, 2023 (the “**Motion Record**”), the Eighth Report of the Receiver dated April 14, 2023 (the “**Eighth Report**”), and on hearing the submissions of counsel for the Receiver and counsel for Wyndham Worldwide Corporation, Shell Finco LLC, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., and the submissions of Christopher Diana and the Claims Officer, Tim Duncan, 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 April 17, 2023,

## 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 any terms not otherwise defined herein shall have the meanings ascribed to them in the Receiver's Collection Plan Order made in these proceedings on February 16, 2021 (the "**Receiver's Collection Plan Order**").
3. **THIS COURT ORDERS** that, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:
  - (a) "**Appeal**" means an appeal of a Claims Decision by a Subject Member;
  - (b) "**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;
  - (c) "**Claims Decision(s)**" means the Claims Officer's written decision following his determination of each Disputed Claim, issued by the Claims Officer to the Receiver and the applicable Subject Member in accordance with the Receiver's Collection Plan Order;
  - (d) "**Claims Decisions Appeals Procedure**" means the procedure set out in this Claims Decisions Appeals Procedure Order;
  - (e) "**Court**" means the Ontario Superior Court of Justice (Commercial List);
  - (f) "**Notice of Appeal**" means a notice of an Appeal that has been served upon the Receiver within the Appeal Period pursuant to the Receiver's Collection Plan Order;
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.

#### **APPEALS MOTION**

6. **THIS COURT ORDERS** that the Receiver shall schedule with the Court office, and bring, a motion (the “**Appeals Motion**”) for the adjudication of all Appeals in respect of which it has received a Notice of Appeal excluding Appeals where the dispute over the Receiver’s Claim has been settled between the Receiver and the applicable Subject Member(s) subsequent to service of the Notice of Appeal. The Appeals Motion shall be an omnibus motion for the adjudication of all Appeals, but each Appeal shall be heard by the Court separately in accordance with the terms of this Claims Decisions Appeals Procedure Order.

7. **THIS COURT ORDERS** that the hearing of each Appeal shall:

- (a) be conducted by Zoom judicial videoconference, with a Court reporter;
- (b) be a maximum of 30 minutes in length, including any time allotted by the Court for a response by the Receiver; and
- (c) in accordance with the Receiver’s Collection Plan Order, proceed as a true appeal based on the record before the Claims Officer.

8. **THIS COURT ORDERS** that the Receiver shall:

- (a) assign a specific 30-minute time slot to each Appeal on a day scheduled with the Court office for the Appeals Motion, grouping Appeals, where applicable, by any common issues they raise;
- (b) include in its motion record for the Appeals Motion a master schedule setting out the time slot assigned to each Appeal (the “**Master Appeal Schedule**”);
- (c) serve the motion record for the Appeals Motion upon each Subject Member bringing an Appeal;

- (d) as soon as practicable after the Appeals Motion Zoom videoconference coordinates are made available, provide to each appellant Subject Member a calendar invitation for that Subject Member's assigned Appeals Motion hearing time, containing the applicable coordinates for the Appeals Motion Zoom videoconference; and
- (e) for each Appeal, create, serve upon the applicable Subject Member(s) and file on Caselines an Appeal index (each, an "**Appeal Index**") which will contain:
  - (i) the appellant Subject Member's or Members' name(s);
  - (ii) the Appeal's assigned date and time per the Master Appeal Schedule;
  - (iii) the breakdown of the Receiver's Claim in dispute, including any cost award made by the Claims Officer; and
  - (iv) hyperlinks to the applicable Claims Decision and to each document forming part of the record before the Claims Officer, all of which documents shall be electronically hosted by the Receiver or its counsel until the expiry of any applicable appeal period in respect of the determination by the Court on the Appeal,

but shall not contain any summary of or commentary on the Appeal or the issues raised therein.

9. **THIS COURT ORDERS** that a Subject Member who has served a Notice of Appeal on the Receiver shall not be required to take any other steps in respect of the Appeal or the Appeals Motion other than to appear for the hearing of the Appeal on the date and at the time assigned in the Master Appeal Schedule. Subject Members should join the Zoom hearing 30 minutes prior to their scheduled Appeal time, and will be let into the hearing by the Court registrar at the appropriate time.

10. **THIS COURT ORDERS** that the hearing of each Appeal shall commence by counsel to the Receiver identifying the Appeal and directing the Court to the applicable Appeal Index on Caselines.

11. **THIS COURT ORDERS** that the Court shall retain its discretion to make costs awards against the unsuccessful party in respect of any Appeal.

12. **THIS COURT ORDERS** that Subject Members who do not appear for the scheduled hearing of their Appeal shall be deemed to have abandoned the Appeal and 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.

### **ISSUANCE OF JUDGMENTS**

13. **THIS COURT ORDERS** that the Receiver will be entitled to judgment against any Subject Member(s) whose Appeal has been in whole or in part dismissed by the Court or whose Appeal has been deemed abandoned pursuant to paragraph 12 hereof. The amount of such judgment will be equal the sum of: (i) the Claims Decision (including any cost awarded by the Claims Officer) or any decision substituted for the Claims Decision by the Court on the Appeal; plus (ii) any costs awarded by the Court on the Appeal.

14. **THIS COURT ORDERS** that the Receiver shall bring an omnibus motion to the Court for the purpose of obtaining the judgments to which it is entitled but needs not provide the applicable Subject Members with any notice of such motion for judgments.

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

### **SERVICE**

16. **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.

17. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in the administration of the Claims Decisions Appeals Procedure, 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.

18. **THIS COURT ORDERS** that any notice or communication to be given to the Receiver in connection with the Claims Decisions Appeal Procedure shall be in writing 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

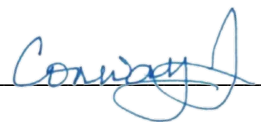
Attention: Carriage Ridge Collections

Email: [BDOSCarriageRidge@bdo.ca](mailto:BDOSCarriageRidge@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**

19. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court to amend, vary or supplement this Claims Decisions Appeals Procedure Order or for advice and directions in the discharge of their respective powers and duties hereunder.



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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**

**CLAIMS DECISIONS APPEALS**  
**PROCEDURE 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](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

E-mail: [sbabe@airdberlis.com](mailto: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 M

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	MONDAY, THE 24 <sup>TH</sup>
	)	
JUSTICE CONWAY	)	DAY OF APRIL, 2023

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**

**OWNER CLAIMS DISPUTE AND APPEAL PROCEDURE 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 proceeds of 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 “**Owner Dispute and Appeal Procedure Order**”) approving a procedure for the adjudication of appeals of Claims Decisions, was heard this day via Zoom judicial video conference.

**ON READING** the Motion Record of the Receiver dated April 14, 2023 (the “**Motion Record**”), the Eighth Report of the Receiver dated April 14, 2023 (the “**Eighth Report**”), and on hearing the submissions of counsel for the Receiver and counsel for Wyndham Worldwide Corporation, Shell Finco LLC, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., and the submissions of Christopher Diana and the Claims Officer, Tim Duncan, 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 April 17, 2023,

## 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 any terms not otherwise defined herein shall have the meanings ascribed to them in the Claims Process Order made in these proceedings on December 17 2021 (the “**Claims Process Order**”).
3. **THIS COURT ORDERS** that, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:
  - (a) “**Appeal**” means an appeal of a Claims Decision by Claimant;
  - (b) “**Appeal Period**” means the period that concludes on the fifteenth calendar day following the issuance of a Claims Decision in respect of a Claim by the Owner Claims Officer;
  - (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) “**Claimant**” means any Person asserting a Claim pursuant to the Claims Process Order, and includes the transferee or assignee of a Claim, transferred and recognized as a Claimant in accordance with the Claims Process Order, or a trustee, executor or other Person acting on behalf of or through such Person;
  - (e) “**Claims Decision**” means the Owner Claims Officer’s written decision following his determination of each Disputed Claim, issued by the Owner Claims Officer to the Receiver and the applicable Claimant in accordance with paragraph 22 of this Order;
  - (f) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
  - (g) “**CJA**” means the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended;

- (h) **“Disputed Claim”** means a Claim in respect of which a completed Notice of Dispute has been submitted to the Claims Agent or the Receiver by the Notice of Dispute Deadline;
- (i) **“Notice of Appeal”** means a notice of an Appeal that has been served within the Appeal Period pursuant to Paragraph 23 of this Order;
- (j) **“Notice of Dispute Deadline”** means the deadline for delivery of a Dispute Notice by a Claimant set out in paragraph 41 of the Claims Process Order;
- (k) **“Owner Claims Dispute and Appeal Procedure”** means the procedure set out in this Owner Claims Dispute and Appeal Procedure Order; and
- (l) **“Owner Claims Officer”** means the individual appointed to act as a claims officer for the purpose of adjudicating disputes in respect of Notices of Revisions and Disallowance issued by the Receiver in the Owner Claims Process, as set out in paragraph 8 of this Order.

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.

#### **LATE CLAIMS**

6. **THIS COURT ORDERS AND AUTHORIZES** the Receiver to accept Claims received on or before the date of this Order as if they were filed by the Claims Bar Date. The Receiver shall no longer, itself, have the discretion to further extend the Claims Bar Date either generally or in individual cases.

## **RESIDENCY**

7. **THIS COURT ORDERS** that any Claimant who has not made a declaration of residency for tax purposes as required by the Claims Process Order shall be treated, for distribution and withholding tax purposes, as a tax resident of a jurisdiction other than Canada.

## **CLAIMS OFFICER'S APPOINTMENT**

8. **THIS COURT ORDERS** that the Honourable Laurence Pattillo shall be and is hereby appointed as the Owner Claims Officer, with the rights, duties, responsibilities and obligations prescribed by this Owner Dispute and Appeal Procedure Order. The Owner Claims Officer's duties shall commence upon his receipt of the first Owner Dispute Package from the Receiver, pursuant to paragraph 16 of this Order.

## **OWNER CLAIMS OFFICER'S ROLE**

9. **THIS COURT ORDERS** that the Owner Claims Officer, in addition to its prescribed rights, duties, responsibilities and obligations under this Owner Dispute and Appeal Procedure Order, shall assist the Receiver and Claimants in the determination of the Claims, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Owner Dispute and Appeal Procedure Order or incidental thereto.

10. **THIS COURT ORDERS** that the Owner 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 21 of this Order.

11. **THIS COURT ORDERS** that in carrying out his mandate, the Owner 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 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 Claimants, and any other persons the Owner 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 Owner Claims Officer deems necessary.

12. **THIS COURT ORDERS** that the Owner Claims Officer is authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Owner Dispute and Appeal Procedure 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.

13. **THIS COURT ORDERS** that the Owner 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 Claim has been adequately proven, waive strict compliance with the requirements of this Owner Dispute and Appeal Procedure Order as to completion and execution of such forms, and (ii) to request any further documentation or other evidence from the Receiver, the Claimant and/or third parties that may reasonably be required in order to determine the validity of a Claim, including any defences thereto.

14. **THIS COURT ORDERS** that (i) in carrying out the terms of this Owner Dispute and Appeal Procedure Order, the Owner Claims Officer shall have all of the protections given him by this Owner Dispute and Appeal Procedure Order, and as an officer of this Court, including the stay of proceedings in his favour, (ii) the Owner Claims Officer shall incur no liability or obligation as a result of the carrying out of the provisions of this Owner Dispute and Appeal Procedure Order, except to the extent that the Owner Claims Officer has acted with gross negligence or willful misconduct, (iii) the Owner Claims Officer shall be entitled to rely on the books and records of the Applicant and the Claimants, and any information provided by the Receiver and the Claimants, all without independent investigation, and (iv) the Owner 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 Owner 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*.

15. **THIS COURT ORDERS** that the Receiver shall pay from the Applicant's estate the reasonable professional fees and disbursements of the Owner Claims Officer on presentation and acceptance of invoices from time to time.

#### **ADJUDICATION OF DISPUTED CLAIMS**

16. **THIS COURT ORDERS** that, following the Notice of Dispute Deadline, the Receiver may, at its discretion, file with the Owner 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 Disputed Claim;
- (b) the applicable Notice of Revision or Disallowance;
- (c) the applicable Dispute Notice, together with any supporting documentation filed by the Claimant; and
- (d) any ancillary documentation.

17. **THIS COURT ORDERS** that the Receiver shall be entitled to abandon any Disputed Claim, at its discretion. There shall be no costs as a consequence of such abandonment, provided that the Disputed Claim has not yet been referred to the Owner Claims Officer.

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

19. **THIS COURT ORDERS** that, subject to further order of the Court, the Owner Claims Officer shall determine the validity and amount of each Disputed Claim referred to the Owner Claims Officer. In doing so, the Owner 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.

20. **THIS COURT ORDERS** that the Owner 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.

21. **THIS COURT ORDERS** that the Owner Claims Officer shall be empowered to make an award of costs against the Claimant, 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 Notice of Revision or Disallowance, the cost award shall, at minimum, reflect the fees and disbursements incurred by the Owner Claims Officer in determining the validity and amount of a Disputed Claim on a solicitor and client basis.

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

#### **RIGHT OF APPEAL**

23. **THIS COURT ORDERS** that each of the Receiver and the Claimant 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.

24. **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.

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

#### **APPEALS MOTION**

25. **THIS COURT ORDERS** that the Receiver shall schedule with the Court office, and bring, a motion (the “**Appeals Motion**”) for the adjudication of all Appeals in respect of which it

has received or served a Notice of Appeal excluding any Appeal in respect of a Claim that is settled between the Receiver and the applicable Claimant(s) subsequent to service of the Notice of Appeal. The Appeals Motion shall be an omnibus motion for the adjudication of all Appeals, but each Appeal shall be heard by the Court separately in accordance with the terms of this Owner Claims Dispute and Appeals Procedure Order.

26. **THIS COURT ORDERS** that the hearing of each Appeal will:

- (a) be conducted by Zoom judicial videoconference, with a Court reporter;
- (b) be a maximum of 30 minutes in length, which time will be allocated among the parties by the Court at the hearing; and
- (c) proceed as a true appeal based on the record before the Owner Claims Officer, and not as hearings *de novo*.

27. **THIS COURT ORDERS** that the Owner Claims Officer will not have any role in the Appeal process.

28. **THIS COURT ORDERS** that the Receiver shall:

- (a) assign a specific 30-minute time slot to each Appeal on a day scheduled with the Court office for the Appeals Motion, grouping Appeals, where applicable, by any common issues they raise;
- (b) include in its motion record for the Appeals Motion a master schedule setting out the time slot assigned to each Appeal (the “**Master Appeal Schedule**”);
- (c) serve the motion record for the Appeals Motion upon each Claimant bringing, or responding to, an Appeal;
- (d) as soon as practicable after the Appeals Motion Zoom videoconference coordinates are made available, provide to each appellant or respondent Claimant a calendar invitation for that Claimant’s assigned Appeals Motion hearing time,

containing the applicable coordinates for the Appeals Motion Zoom videoconference; and

- (e) for each Appeal, create, serve upon the applicable Claimants and file on Caselines an Appeal index (each, an “**Appeal Index**”) which will contain:
- (i) the appellant Claimant’s or Claimants’ name(s);
  - (ii) the Appeal’s assigned date and time per the Master Appeal Schedule;
  - (iii) the breakdown of the Disputed Claim and details of any cost award made by the Owner Claims Officer; and
  - (iv) hyperlinks to the applicable Claims Decision and to each document forming part of the record before the Owner Claims Officer, all of which documents shall be electronically hosted by the Receiver or its counsel until the expiry of any applicable appeal period in respect of the determination by the Court on the Appeal,

but will not contain any summary of or commentary on the Appeal or the issues raised therein.

29. **THIS COURT ORDERS** that a Claimant who has served a Notice of Appeal on the Receiver or who has received service of a Notice of Appeal from the Receiver shall not be required to take any other steps in respect of the Appeal or the Appeals Motion other than to appear for the hearing of the Appeal on the date and at the time assigned in the Master Appeal Schedule. Claimants should join the Zoom hearing 30 minutes prior to their scheduled Appeal time, and will be let into the hearing by the Court registrar at the appropriate time.

30. **THIS COURT ORDERS** that the hearing of each Appeal shall commence by counsel to the Receiver identifying the Appeal and directing the Court to the applicable Appeal Index on Caselines.

31. **THIS COURT ORDERS** that the Court shall retain its discretion to make a cost award against the unsuccessful party in respect of an Appeal.

32. **THIS COURT ORDERS** that Claimants who do not appear for the scheduled hearing of an Appeal to which they are a party shall be deemed to have abandoned the Appeal as appellant or abandoned opposition to the Appeal as respondent, as the case may be, and 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.

### **COSTS**

33. **THIS COURT ORDERS AND DECLARES** that the Receiver has the authority to exercise the Applicant's right to any costs awarded by the Owner Claims Officer or by the Court against a Claimant by, among other methods, payment of the costs amount in whole or in part from any distribution from the Applicant's estate to which the Claimant is entitled.

### **SERVICE AND NOTICE**

34. **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.

35. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in the administration of the Owner Claims Dispute and Appeal Procedure, 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.

36. **THIS COURT ORDERS** that any notice or communication to be given to the Receiver in connection with the Owner Claims Dispute and Appeal Procedure shall be in writing 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: [BDOCarrriageHills@bdo.ca](mailto:BDOCarrriageHills@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**

37. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court to amend, vary or supplement this Owner Claims Dispute and Appeal Procedure Order or for advice and directions in the discharge of their respective powers and duties hereunder.

A handwritten signature in blue ink is written over a horizontal line. The signature appears to be "Conway J." with a stylized flourish at the end.

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-20-00640265-00CL

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

**OWNER CLAIMS DISPUTE AND APPEAL  
 PROCEDURE 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](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

E-mail: [sbabe@airdberlis.com](mailto: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*

## APPENDIX N

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	MONDAY, THE 24 <sup>TH</sup>
	)	
JUSTICE CONWAY	)	DAY OF APRIL, 2023

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**

**OWNER CLAIMS DISPUTE AND APPEAL PROCEDURE 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 proceeds of 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 “**Owner Dispute and Appeal Procedure Order**”) approving a procedure for the adjudication of appeals of Claims Decisions, was heard this day via Zoom judicial video conference.

**ON READING** the Motion Record of the Receiver dated April 14, 2023 (the “**Motion Record**”), the Eighth Report of the Receiver dated April 14, 2023 (the “**Eighth Report**”), and on hearing the submissions of counsel for the Receiver and counsel for Wyndham Worldwide Corporation, Shell Finco LLC, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., and the submissions of Christopher Diana and the Claims Officer, Tim Duncan, 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 April 17, 2023,



## 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 any terms not otherwise defined herein shall have the meanings ascribed to them in the Claims Process Order made in these proceedings on December 17 2021 (the “**Claims Process Order**”).
3. **THIS COURT ORDERS** that, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:
  - (a) “**Appeal**” means an appeal of a Claims Decision by Claimant;
  - (b) “**Appeal Period**” means the period that concludes on the fifteenth calendar day following the issuance of a Claims Decision in respect of a Claim by the Owner Claims Officer;
  - (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) “**Claimant**” means any Person asserting a Claim pursuant to the Claims Process Order, and includes the transferee or assignee of a Claim, transferred and recognized as a Claimant in accordance with the Claims Process Order, or a trustee, executor or other Person acting on behalf of or through such Person;
  - (e) “**Claims Decision**” means the Owner Claims Officer’s written decision following his determination of each Disputed Claim, issued by the Owner Claims Officer to the Receiver and the applicable Claimant in accordance with paragraph 22 of this Order;
  - (f) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
  - (g) “**CJA**” means the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended;

- (h) **“Disputed Claim”** means a Claim in respect of which a completed Notice of Dispute has been submitted to the Claims Agent or the Receiver by the Notice of Dispute Deadline;
- (i) **“Notice of Appeal”** means a notice of an Appeal that has been served within the Appeal Period pursuant to Paragraph 23 of this Order;
- (j) **“Notice of Dispute Deadline”** means the deadline for delivery of a Dispute Notice by a Claimant set out in paragraph 41 of the Claims Process Order;
- (k) **“Owner Claims Dispute and Appeal Procedure”** means the procedure set out in this Owner Claims Dispute and Appeal Procedure Order;
- (l) **“Owner Claims Officer”** means the individual appointed to act as a claims officer for the purpose of adjudicating disputes in respect of Notices of Revisions and Disallowance issued by the Receiver in the Owner Claims Process, as set out in paragraph 8 of this Order.

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.

#### **LATE CLAIMS**

6. **THIS COURT ORDERS AND AUTHORIZES** the Receiver to accept Claims received on or before the date of this Order as if they were filed by the Claims Bar Date. The Receiver shall no longer, itself, have the discretion to further extend the Claims Bar Date either generally or in individual cases.

## **RESIDENCY**

7. **THIS COURT ORDERS** that any Claimant who has not made a declaration of residency for tax purposes as required by the Claims Process Order shall be treated, for distribution and withholding tax purposes, as a tax resident of a jurisdiction other than Canada.

## **CLAIMS OFFICER'S APPOINTMENT**

8. **THIS COURT ORDERS** that the Honourable Laurence Pattillo shall be and is hereby appointed as the Owner Claims Officer, with the rights, duties, responsibilities and obligations prescribed by this Owner Dispute and Appeal Procedure Order. The Owner Claims Officer's duties shall commence upon his receipt of the first Owner Dispute Package from the Receiver, pursuant to paragraph 16 of this Order.

## **OWNER CLAIMS OFFICER'S ROLE**

9. **THIS COURT ORDERS** that the Owner Claims Officer, in addition to its prescribed rights, duties, responsibilities and obligations under this Owner Dispute and Appeal Procedure Order, shall assist the Receiver and Claimants in the determination of the Claims, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Owner Dispute and Appeal Procedure Order or incidental thereto.

10. **THIS COURT ORDERS** that the Owner 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 21 of this Order.

11. **THIS COURT ORDERS** that in carrying out his mandate, the Owner 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 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 Claimants, and any other persons the Owner 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 Owner Claims Officer deems necessary.

12. **THIS COURT ORDERS** that the Owner Claims Officer is authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Owner Dispute and Appeal Procedure 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.

13. **THIS COURT ORDERS** that the Owner 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 Claim has been adequately proven, waive strict compliance with the requirements of this Owner Dispute and Appeal Procedure Order as to completion and execution of such forms, and (ii) to request any further documentation or other evidence from the Receiver, the Claimant and/or third parties that may reasonably be required in order to determine the validity of a Claim, including any defences thereto.

14. **THIS COURT ORDERS** that (i) in carrying out the terms of this Owner Dispute and Appeal Procedure Order, the Owner Claims Officer shall have all of the protections given him by this Owner Dispute and Appeal Procedure Order, and as an officer of this Court, including the stay of proceedings in his favour, (ii) the Owner Claims Officer shall incur no liability or obligation as a result of the carrying out of the provisions of this Owner Dispute and Appeal Procedure Order, except to the extent that the Owner Claims Officer has acted with gross negligence or willful misconduct, (iii) the Owner Claims Officer shall be entitled to rely on the books and records of the Applicant and the Claimants, and any information provided by the Receiver and the Claimants, all without independent investigation, and (iv) the Owner 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 Owner 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*.

15. **THIS COURT ORDERS** that the Receiver shall pay from the Applicant's estate the reasonable professional fees and disbursements of the Owner Claims Officer on presentation and acceptance of invoices from time to time.

#### **ADJUDICATION OF DISPUTED CLAIMS**

16. **THIS COURT ORDERS** that, following the Notice of Dispute Deadline, the Receiver may, at its discretion, file with the Owner 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 Disputed Claim;
- (b) the applicable Notice of Revision or Disallowance;
- (c) the applicable Dispute Notice, together with any supporting documentation filed by the Claimant; and
- (d) any ancillary documentation.

17. **THIS COURT ORDERS** that the Receiver shall be entitled to abandon any Disputed Claim, at its discretion. There shall be no costs as a consequence of such abandonment, provided that the Disputed Claim has not yet been referred to the Owner Claims Officer.

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

19. **THIS COURT ORDERS** that, subject to further order of the Court, the Owner Claims Officer shall determine the validity and amount of each Disputed Claim referred to the Owner Claims Officer. In doing so, the Owner 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.

20. **THIS COURT ORDERS** that the Owner 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.

21. **THIS COURT ORDERS** that the Owner Claims Officer shall be empowered to make an award of costs against the Claimant, 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 Notice of Revision or Disallowance, the cost award shall, at minimum, reflect the fees and disbursements incurred by the Owner Claims Officer in determining the validity and amount of a Disputed Claim on a solicitor and client basis.

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

#### **RIGHT OF APPEAL**

23. **THIS COURT ORDERS** that each of the Receiver and the Claimant 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.

24. **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.

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

#### **APPEALS MOTION**

25. **THIS COURT ORDERS** that the Receiver shall schedule with the Court office, and bring, a motion (the “**Appeals Motion**”) for the adjudication of all Appeals in respect of which it

has received or served a Notice of Appeal excluding any Appeal in respect of a Claim that is settled between the Receiver and the applicable Claimant(s) subsequent to service of the Notice of Appeal. The Appeals Motion shall be an omnibus motion for the adjudication of all Appeals, but each Appeal shall be heard by the Court separately in accordance with the terms of this Owner Claims Dispute and Appeals Procedure Order.

26. **THIS COURT ORDERS** that the hearing of each Appeal will:

- (a) be conducted by Zoom judicial videoconference, with a Court reporter;
- (b) be a maximum of 30 minutes in length, which time will be allocated among the parties by the Court at the hearing; and
- (c) proceed as a true appeal based on the record before the Owner Claims Officer, and not as hearings *de novo*.

27. **THIS COURT ORDERS** that the Owner Claims Officer will not have any role in the Appeal process.

28. **THIS COURT ORDERS** that the Receiver shall:

- (a) assign a specific 30-minute time slot to each Appeal on a day scheduled with the Court office for the Appeals Motion, grouping Appeals, where applicable, by any common issues they raise;
- (b) include in its motion record for the Appeals Motion a master schedule setting out the time slot assigned to each Appeal (the “**Master Appeal Schedule**”);
- (c) serve the motion record for the Appeals Motion upon each Claimant bringing, or responding to, an Appeal;
- (d) as soon as practicable after the Appeals Motion Zoom videoconference coordinates are made available, provide to each appellant or respondent Claimant a calendar invitation for that Claimant’s assigned Appeals Motion hearing time,

containing the applicable coordinates for the Appeals Motion Zoom videoconference; and

- (e) for each Appeal, create, serve upon the applicable Claimants and file on Caselines an Appeal index (each, an “**Appeal Index**”) which will contain:
- (i) the appellant Claimant’s or Claimants’ name(s);
  - (ii) the Appeal’s assigned date and time per the Master Appeal Schedule;
  - (iii) the breakdown of the Disputed Claim and details of any cost award made by the Owner Claims Officer; and
  - (iv) hyperlinks to the applicable Claims Decision and to each document forming part of the record before the Owner Claims Officer, all of which documents shall be electronically hosted by the Receiver or its counsel until the expiry of any applicable appeal period in respect of the determination by the Court on the Appeal,

but will not contain any summary of or commentary on the Appeal or the issues raised therein.

29. **THIS COURT ORDERS** that a Claimant who has served a Notice of Appeal on the Receiver or who has received service of a Notice of Appeal from the Receiver shall not be required to take any other steps in respect of the Appeal or the Appeals Motion other than to appear for the hearing of the Appeal on the date and at the time assigned in the Master Appeal Schedule. Claimants should join the Zoom hearing 30 minutes prior to their scheduled Appeal time, and will be let into the hearing by the Court registrar at the appropriate time.

30. **THIS COURT ORDERS** that the hearing of each Appeal shall commence by counsel to the Receiver identifying the Appeal and directing the Court to the applicable Appeal Index on Caselines.

31. **THIS COURT ORDERS** that Court shall retain its discretion to make a cost award against the unsuccessful party in respect of an Appeal.



32. **THIS COURT ORDERS** that Claimants who do not appear for the scheduled hearing of an Appeal to which they are a party shall be deemed to have abandoned the Appeal as appellant or abandoned opposition to the Appeal as respondent, as the case may be, and 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.

### **COSTS**

33. **THIS COURT ORDERS AND DECLARES** that the Receiver has the authority to exercise the Applicant's right to any costs awarded by the Owner Claims Officer or by the Court against a Claimant by, among other methods, payment of the costs amount in whole or in part from any distribution from the Applicant's estate to which the Claimant is entitled.

### **SERVICE AND NOTICE**

34. **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.

35. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in the administration of the Owner Claims Dispute and Appeal Procedure, 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.

36. **THIS COURT ORDERS** that any notice or communication to be given to the Receiver in connection with the Owner Claims Dispute and Appeal Procedure shall be in writing 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: [BD0CarriageRidge@bdo.ca](mailto:BD0CarriageRidge@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**

37. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court to amend, vary or supplement this Owner Claims Dispute and Appeal Procedure Order or for advice and directions in the discharge of their respective powers and duties hereunder.

A handwritten signature in blue ink is written over a horizontal line. The signature appears to be "Conway" followed by a stylized flourish.

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**

**OWNER CLAIMS DISPUTE AND APPEAL**  
**PROCEDURE 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](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

E-mail: [sbabe@airdberlis.com](mailto: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 O

APPENDIX 'O'  
GLOSSARY OF TERMS

"2022 Distribution" means the adjusted amounts paid in respect of the Interim Distribution in 2022, excluding amounts paid from the Reserves;

"A&B" means Aird and Berlis LLP, the Receiver's legal counsel;

"Accrued Obligations" means accrued and unpaid obligations as of the date of this Ninth Report;

"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;

"Administrator" means BDO in its capacity as court-appointed administrator;

"Associations" means the Carriage Hills Vacation Owners Association and the Carriage Ridge Owners Association, collectively;

"Banking Partner" means Western Alliance Bank (and its division, Digital Disbursements);

"BIA" means the *Bankruptcy and Insolvency Act*;

"BDO" means BDO Canada Limited;

"Book of Accounts" means the Delinquent Accounts with remaining balances;

"Certificate of Discharge" means a certificate discharging the Receiver

"Claimant" means Claimants in the Ownership Claims Process;

"Claims Decision Appeals" means notices to appeal the Claims Decisions;

"Claims Decisions Appeals Procedure Order" means a Claims Decisions Appeals Procedure Order in each receivership proceeding dated April 24, 2023;

"Claims Officer" means Tim Duncan of Fogler Rubinoff LLP;

"Collection Agents" means Canadian ICR Limited and LJP Legal Services, collectively;

"Collection Plan Orders" means a Collection Plan Order in each of the receivership proceedings dated February 16, 2021;

"Court" means Ontario Superior Court of Justice (Commercial List);

"CRA Comfort Letter" means a comfort letter provided by the Canada Revenue Agency;

"Default Judgment Report" 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 Receiver's Claims;

"Defaulting Subject Members" means any Subject Member who fails to conclude a settlement and/or dispute the Receiver's Claim by the applicable deadline;

"Delinquent Accounts" means Owners with delinquent accounts;

"Delinquent Off-Sets" means Offset amounts otherwise owing to Delinquent Owners who filed Claims;

"Denominator" means the number of Intervals to be used to divide the Distribution Pots;

"Dispute Notices" means written notices 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;

"Disputed Claim" means an Owner claim in respect of which a completed Notice of Dispute has been submitted to the Receiver by the Notice of Dispute Deadline;

"Disputed Receiver Claim" 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;

"Distribution Pots" means funds available for distribution;

"DOJ" means "Department of Justice";

"Eligible Owners" means Owners who filed Claims in the Ownership Claims Process;

"Final Distribution" means a distribution to Eligible Owners;

"Final Extended Claims Bar Date" means April 24, 2023 at 5:00pm (ET);

"GIC" means guaranteed investment certificates issued by the Royal Bank of Canada;

"Hills Association" means Carriage Hills Vacation Owners Association;

"Hills Denominator" means the number of Intervals to be used to divide the Distribution Pot for the portion of Property related to the Hills Resort

"Hills Resort" means Carriage Hills timeshare resort;

"Interim Distribution" means the distribution approved and authorized pursuant to the Interim Distribution Orders dated August 23, 2022;

"Interim Distribution Order" means an Interim Distribution Order in each receivership proceeding dated August 23, 2022;

"Interim R&D(s)" means Interim statement of receipts and disbursements for the specified periods

"Interval" means the certain period of time purchased by an Owner to use the Hills Resort;

"ITA" means the *Income Tax Act (Canada)*;

"Liquidator" means BDO Canada Limited, in its capacity as liquidator;

"Mortgage Amendment" means an Owner's request for an amendment to the Mortgage Information;

"Mortgage Intervals" means Intervals in the Associations pledged as security to the Mortgagee for which no Claims have been filed in the Ownership Claims Process;

"Mortgagee" means Carriage Hills Resort Corporation;

"Mortgagors" means Owner interests in the Real Property subject to a mortgage, collectively

"Non-Resident Eligible Owners" means Owners which have declared that they are not a resident of Canada for tax purposes;

"Non-Subject Members" means a member of the Associations who owes a debt to the Associations that is the subject of either i) a legal proceeding for the collection thereof already commenced by the filing of a claim or ii) a payment plan agreed to between the member and the Applicant's collections agent, where the member is not in default under such plan, or whom otherwise is the subject of bankruptcy or proposal proceedings;

"NORD" means notices of revision or disallowance;

"NORD Recipients" means Claimants whose Claims were marked by the Receiver for revision or disallowance;

"OCA" means the *Ontario Corporations Act*;

"Omnibus Default Judgment Orders" means an Omnibus Default Judgement Order in each of the receivership proceedings dated December 17, 2021

"Owner Claims Dispute and Appeal Procedure Order" means a Owner Claims Dispute and Appeals Procedure Order in each receivership proceeding dated April 24, 2023;

"Owners" means Members of the Associations having an ownership interest in the Resort Property, solely as recorded in the Land Registry Office, without investigation on the part of the Receiver regarding entitlement;

"Ownership Claims Process Orders" means an Ownership Claims Process Order in each receivership proceeding dated December 17, 2021;

"Powell Jones" means Powell Jones LLP;

"Property" means the Associations' Property and the Resort Assets;

"Purchased Assets" means the property described as "purchased assets" in the Sale Agreement;

"Receiver" means BDO in its capacity as court-appointed receiver of the Associations;

"Receiver's Claims" means adjusted claims of the receiver with respect to Delinquent Accounts;

"Remaining Costs" means professional fees and disbursements, including the Receiver and its counsel, and remaining administrative and operational costs required to complete these receivership proceedings;

"Remaining Matters" means the duties, statutory or otherwise, not completed by the Receiver effective the date of the Ninth Report;

"Reserve Batches" means batch payments to release funds held as Reserves ;

"Resorts" means the Hills Resort and Ridge Resort, collectively;

"Resorts' Assets" means All of the assets, undertakings and properties of the Resorts including Lands;

"Resort Closure Date" means the intended date for the closure of the Resorts, being January 6, 2021;

"Resorts Sale" means Sale transaction between the Receiver and Sunray Group of Hotels Inc.;

"Ridge Association" means Carriage Ridge Owners Association;

"Ridge Denominator" means Number of Intervals to be used to divide the Distribution Pot for the portion of Property related to the Ridge Resort;

"Ridge Resort" means Carriage Ridge timeshare resort;

"Subject Members" mean members of the Associations from whom the Receiver seeks payment pursuant to this Receiver's Collection Plan, for greater certainty, excludes any member to, and only to, the extent they are a Non-Subject Member;

"TGF" means Thornton Grout Finnigan LLP, the Receiver's special legal counsel;

"TSA" means, collectively, the Time-Sharing Agreements dated June, 25, 1997, June 28, 1999 and June 30, 2000, as amended, between the Associations, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc., to which each Subject Member is bound pursuant to an Adherence Agreement;

"Unclaimed Distributions" means payments from the Interim Distribution and Final Distribution which are not collected by the recipient Owner;

"Undistributed Funds" means Unclaimed Distributions and Unutilized Reserves, collectively.

"Unutilized Reserves" means unused Wind-up Reserves;

"Wind-up Costs" means the Accrued Obligations and Remaining Costs, collectively;

"Wind-up Reserves" means temporary reserves of payments to Eligible Owners as part of the Interim Distribution or Final Distribution, as well as Wind-up Costs;

"Withheld Amounts" means amounts withheld with respect to the Withholding Tax Rates from the Final Distribution;



"Withholding Tax Rates" means the withholding tax rates applicable to the Non-Resident Eligible Owners of the Associations;

## APPENDIX P

Carriage Hills Vacation Owners Association  
Interim Statement of Receipts and Disbursements

	As at Dec 31, 2023	Interim Distribution Unpaid Reserves	Estimated Wind-up Costs	Final Distribution	Total
<b>Receipts:</b>					
Sale of Property	\$ 41,250,000.00	\$ -	\$ -	\$ -	\$ 41,250,000.00
Cash in Bank	2,003,630.56	-	-	-	2,003,630.56
HST refund (pre-receivership recoveries)	944,698.82	-	(13,000.00)	-	931,698.82
Collection from settlement offers	660,788.51	-	-	-	660,788.51
HST refund	580,568.93	-	49,591.87	-	630,160.80
Interest	538,990.94	-	595,200.40	-	1,134,191.34
Property tax refund	383,992.15	-	-	-	383,992.15
Reimbursement from Ridge Association	256,412.42	-	-	-	256,412.42
Collection of accounts receivable	102,985.42	-	-	-	102,985.42
Insurance recovery	50,000.00	-	-	-	50,000.00
Funds from retainer account	18,449.17	-	-	-	18,449.17
Automobile Auction	16,000.00	-	-	-	16,000.00
Recovery of funds paid to court	-	-	-	-	-
Miscellaneous	926.60	-	-	-	926.60
<b>Total receipts</b>	<b>\$ 46,807,443.52</b>	<b>\$ -</b>	<b>\$ 631,792.27</b>	<b>\$ -</b>	<b>\$47,439,235.79</b>
<b>Disbursements:</b>					
Claims Agent	2,883,289.01	-	208,290.30	-	3,091,579.31
Receiver's Remuneration	2,277,429.27	-	319,908.47	-	2,597,337.74
Legal fees	1,249,511.86	-	73,221.43	-	1,322,733.29
Utilities	426,506.07	-	-	-	426,506.07
Court directed payments	273,703.46	-	-	-	273,703.46
HST on Receiver's remuneration	302,069.97	-	37,632.33	-	339,702.30
Professional fees	220,793.35	-	-	-	220,793.35
Property taxes	217,761.80	-	-	-	217,761.80
Commission on sale of property	206,250.00	-	-	-	206,250.00
Contract labour	205,062.59	-	-	-	205,062.59
Consulting and appraisal fees	173,821.44	-	-	-	173,821.44
Outdoor maintenance	157,098.16	-	-	-	157,098.16
HST paid on disbursements	152,023.23	-	2,440.75	-	154,463.98
HST on legal fees	161,793.59	-	9,518.79	-	171,312.38
Member reimbursements	150,458.10	-	-	-	150,458.10
Repairs and maintenance	70,975.91	-	-	-	70,975.91
Security	35,194.71	-	-	-	35,194.71
Notice advertisements	30,889.84	-	-	-	30,889.84
Office and supplies expense	29,393.31	-	1,725.00	-	31,118.31
Claims Officer	21,262.80	-	10,350.00	-	31,612.80
Insurance	20,380.21	-	-	-	20,380.21
Collection fees	29,214.39	-	-	-	29,214.39
Accounting fees	16,700.00	-	6,700.00	-	23,400.00
Telephone and communication	10,405.58	-	-	-	10,405.58
Creditor Claim's Process	7,355.83	-	-	-	7,355.83
Auctioneer commission	1,920.14	-	-	-	1,920.14
WSIB	2,048.45	-	-	-	2,048.45
Bank charges	727.96	-	-	-	727.96
PPSA fees	332.93	-	-	-	332.93
Filing fees	71.54	-	-	-	71.54
Storage	23.49	-	-	-	23.49
<b>Total disbursements</b>	<b>\$ 9,334,468.99</b>	<b>\$ -</b>	<b>\$ 669,787.07</b>	<b>\$ -</b>	<b>\$10,004,256.06</b>
<b>Est. Net receipts over disbursements before distributions</b>	<b>\$ 37,472,974.53</b>	<b>\$ -</b>	<b>\$ (37,994.80)</b>	<b>\$ -</b>	<b>\$37,434,979.73</b>
<b>Interim and Final Distribution</b>	<b>\$ 29,769,658.88</b>	<b>59,087.00</b>	<b>-</b>	<b>7,606,233.85</b>	<b>37,434,979.73</b>
<b>Est. Net receipts over disbursements</b>	<b>\$ 7,703,315.65</b>	<b>\$ (59,087.00)</b>	<b>\$ (37,994.80)</b>	<b>\$(7,606,233.85)</b>	<b>\$ -</b>

## APPENDIX Q

	As at Dec 31, 2023	Interim Distribution Unpaid Reserves	Estimated Wind-up Costs	Final Distribution	Total
<b>Receipts:</b>					
Sale of Property	\$ 18,750,000.00	\$ -	\$ -	\$ -	\$ 18,750,000.00
Cash in Bank	2,429,485.68	-	-	-	2,429,485.68
HST refund (pre-receivership recoveries)	485,846.97	-	(7,000.00)	-	478,846.97
Collection from settlement offers	337,668.66	-	-	-	337,668.66
Interest	265,091.38	-	293,278.98	-	558,370.36
HST refund	261,374.90	-	22,760.09	-	284,134.99
Property tax refund	179,515.30	-	-	-	179,515.30
Recovery from property manager	64,393.19	-	-	-	64,393.19
Collection of accounts receivable	58,365.66	-	-	-	58,365.66
Insurance recovery	50,000.00	-	-	-	50,000.00
Automobile auction	25,800.00	-	-	-	25,800.00
Funds from retainer account	21,550.82	-	-	-	21,550.82
Miscellaneous	463.69	-	-	-	463.69
<b>Total receipts</b>	<b>\$ 22,929,556.25</b>	<b>\$ -</b>	<b>\$ 309,039.07</b>	<b>\$ -</b>	<b>\$23,238,595.32</b>
<b>Disbursements:</b>					
Claims Agent	1,297,304.99	-	93,579.70	-	1,390,884.69
Receiver's Remuneration	1,023,192.88	-	143,726.99	-	1,166,919.87
Legal fees	551,335.77	-	32,896.58	-	584,232.35
Reimbursement to Hills Association	256,412.42	-	-	-	256,412.42
Utilities	181,433.98	-	-	-	181,433.98
Property taxes	101,980.45	-	-	-	101,980.45
HST on Receiver's remuneration	133,015.08	-	16,907.28	-	149,922.36
Professional fees	96,295.78	-	-	-	96,295.78
Commission on sale of property	93,750.00	-	-	-	93,750.00
Contract labour	92,626.52	-	-	-	92,626.52
Consulting and appraisal fees	80,110.16	-	-	-	80,110.16
HST paid on disbursements	76,555.24	-	1,576.25	-	78,131.49
Outdoor maintenance	70,548.78	-	-	-	70,548.78
HST on legal fees	71,477.87	-	4,276.56	-	75,754.43
Repairs and maintenance	26,403.62	-	-	-	26,403.62
Notice advertisements	30,442.44	-	-	-	30,442.44
Member reimbursements	34,990.53	-	-	-	34,990.53
Capital expenditures	24,750.00	-	-	-	24,750.00
Security	15,812.22	-	-	-	15,812.22
Accounting fees	13,700.00	-	6,700.00	-	20,400.00
Office and supplies expense	13,069.54	-	775.00	-	13,844.54
Insurance	10,563.14	-	-	-	10,563.14
Collection fees	16,911.28	-	-	-	16,911.28
Claims Officer	9,552.85	-	4,650.00	-	14,202.85
Telephone and communication	6,566.79	-	-	-	6,566.79
Auction Commission	3,095.86	-	-	-	3,095.86
Creditor Claim's Process	2,615.13	-	-	-	2,615.13
WSIB	1,720.21	-	-	-	1,720.21
Bank charges	389.15	-	-	-	389.15
PPSA fees	149.58	-	-	-	149.58
Filing fees	71.54	-	-	-	71.54
Storage	7.67	-	-	-	7.67
<b>Total disbursements</b>	<b>\$ 4,336,851.47</b>	<b>\$ -</b>	<b>\$ 305,088.36</b>	<b>\$ -</b>	<b>\$ 4,641,939.83</b>
<b>Est. Net receipts over disbursements before distributions</b>	<b>\$ 18,592,704.78</b>	<b>\$ -</b>	<b>\$ 3,950.70</b>	<b>\$ -</b>	<b>\$18,596,655.48</b>
<b>Interim and Final Distribution</b>	<b>\$ 14,802,916.09</b>	<b>\$ 27,731.14</b>	<b>\$ -</b>	<b>\$ 3,766,008.25</b>	<b>\$ 18,596,655.48</b>
<b>Est. Net receipts over disbursements</b>	<b>\$ 3,789,788.69</b>	<b>\$ (27,731.14)</b>	<b>\$ 3,950.70</b>	<b>\$(3,766,008.25)</b>	<b>\$ -</b>

## APPENDIX R

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**

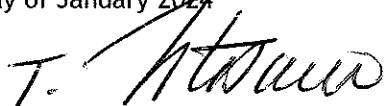
**AFFIDAVIT OF MATTHEW MARCHAND  
(sworn January 31, 2024)**

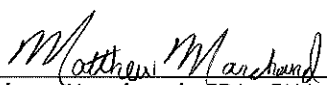
I, **MATTHEW MARCHAND**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY** that:

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 \$481,522.27 accurately reflects the time charges, fees and disbursements inclusive of applicable taxes incurred by BDO in its capacity as Receiver from April 1, 2023 to January 15, 2024. Attached hereto as **Exhibit "A"**, **Exhibit "B"**, **Exhibit "C"**, **Exhibit "D"**, **Exhibit "E"**, **Exhibit "F"**, **Exhibit "G"**, **Exhibit "H"**, **Exhibit "I"** and **Exhibit "J"** are true copies of the accounts rendered for the above period by BDO in its capacity as Receiver.
4. The Receiver also requests that the Court approve future professional fees estimated at up to \$395,500 inclusive of HST, which may be incurred by the Receiver to complete its mandate and obtain its discharge.

- 5. 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.
- 6. 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 )  
 31<sup>st</sup> day of January 2024 )

  
 \_\_\_\_\_ )  
 Commissioner for Taking Affidavits, etc )

  
 \_\_\_\_\_ )  
 Matthew Marchand, CPA, CMA, CIRP, LIT )

**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, 2026.**



This is Exhibit "A" referred to in the affidavit of

**Matthew Marchand**

Sworn before me this 31<sup>st</sup> day of January 2024

  
A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Montesano, a Commissioner, etc.,  
Province of Ontario, for BDO Canada LLP  
and BDO Canada Limited, and  
their subsidiaries, associates and affiliates.  
Expires December 21, 2026.**

This is Exhibit "B" referred to in the affidavit of

**Matthew Marchand**

Sworn before me this 31<sup>st</sup> day of January 2024

A handwritten signature in black ink, appearing to read "T. Montesano". The signature is written in a cursive style with a large initial "T" and a long, sweeping underline.

A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Montesano, a Commissioner, etc.,  
Province of Ontario, for BDO Canada LLP  
and BDO Canada Limited, and  
their subsidiaries, associates and affiliates.  
Expires December 21, 2026.**

This is Exhibit "C" referred to in the affidavit of

**Matthew Marchand**

Sworn before me this 31<sup>st</sup> day of January 2024

A handwritten signature in black ink, appearing to read "A. Montesano", written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Montesano, a Commissioner, etc.,  
Province of Ontario, for BDO Canada LLP  
and BDO Canada Limited, and  
their subsidiaries, associates and affiliates.  
Expires December 21, 2026.**

This is **Exhibit "D"** referred to in the affidavit of

**Matthew Marchand**

Sworn before me this 31<sup>st</sup> day of January 2024

A handwritten signature in black ink, appearing to read "T. Antonio". The signature is written in a cursive style with a large initial "T" and a long, sweeping "Antonio".

---

A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Montesano, a Commissioner, etc.,  
Province of Ontario, for BDO Canada LLP  
and BDO Canada Limited, and  
their subsidiaries, associates and affiliates.  
Expires December 21, 2026.**

This is **Exhibit "E"** referred to in the affidavit of

**Matthew Marchand**

Sworn before me this 31<sup>st</sup> day of January 2024

A handwritten signature in black ink, appearing to read "T. Montano", written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Montesano, a Commissioner, etc.,  
Province of Ontario, for BDO Canada LLP  
and BDO Canada Limited, and  
their subsidiaries, associates and affiliates.  
Expires December 21, 2026.**

This is **Exhibit "F"** referred to in the affidavit of

**Matthew Marchand**

Sworn before me this 31<sup>st</sup> day of January 2024

A handwritten signature in black ink, appearing to read "Antonio Montesano". The signature is written in a cursive style with a large initial "A".

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A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Montesano, a Commissioner, etc.,  
Province of Ontario, for BDO Canada LLP  
and BDO Canada Limited, and  
their subsidiaries, associates and affiliates.  
Expires December 21, 2026.**

This is **Exhibit "G"** referred to in the affidavit of

**Matthew Marchand**

Sworn before me this 31<sup>st</sup> day of January 2024

A handwritten signature in cursive script that reads "J. Montano". The signature is written in black ink and is positioned above a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Montesano, a Commissioner, etc.,  
Province of Ontario, for BDO Canada LLP  
and BDO Canada Limited, and  
their subsidiaries, associates and affiliates.  
Expires December 21, 2026.**

This is **Exhibit "H"** referred to in the affidavit of

**Matthew Marchand**

Sworn before me this 31<sup>st</sup> day of January 2024



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A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Montesano, a Commissioner, etc.,  
Province of Ontario, for BDO Canada LLP  
and BDO Canada Limited, and  
their subsidiaries, associates and affiliates.  
Expires December 21, 2026.**



This is **Exhibit "I"** referred to in the affidavit of

**Matthew Marchand**

Sworn before me this 31<sup>st</sup> day of January 2024



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A COMMISSIONER FOR TAKING AFFIDAVITS

Antonio Montesano, a Commissioner, etc.,  
Province of Ontario, for BDO Canada LLP  
and BDO Canada Limited, and  
their subsidiaries, associates and affiliates.  
Expires December 21, 2026.

This is **Exhibit "J"** referred to in the affidavit of

**Matthew Marchand**

Sworn before me this 31<sup>st</sup> day of January 2024

A handwritten signature in black ink, appearing to read "A. Montesano", written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS

**Antonio Montesano, a Commissioner, etc.,  
Province of Ontario, for BDO Canada LLP  
and BDO Canada Limited, and  
their subsidiaries, associates and affiliates.  
Expires December 21, 2026.**

## APPENDIX S

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 SANJEEV MITRA**

(sworn January 31, 2024)

I, Sanjeev Mitra, 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 May 9, 2023, for the period from March 27, 2023 to April 27, 2023 for fees in the amount of \$43,476.00, disbursements in the amount of \$1.25, and HST in the amount of \$5,652.04 for a total of \$49,129.29;

- (b) an account dated June 12, 2023, for the period from May 2, 2023 to May 31, 2023 for fees in the amount of \$12,277.50, disbursements in the amount of \$678.00, and HST in the amount of \$1,596.08 for a total of \$14,551.58;
- (c) an account dated July 17, 2023, for the period from June 1, 2023 to June 30, 2023, for fees in the amount of \$4,503.00 and HST in the amount of \$585.39, for a total of \$5,088.39;
- (d) an account dated August 11, 2023, for the period from July 5, 2023 to July 28, 2023 for fees in the amount of \$2,534.00 and HST in the amount of \$329.42 for a total of \$2,863.42;
- (e) an account dated September 30, 2023, for the period from August 9, 2023 to August 30, 2023 for fees in the amount of \$5,511.00 and HST in the amount of \$716.43 for a total of \$6,227.43;
- (f) an account dated October 31, 2023, for the period from September 11, 2023 to September 29, 2023 for fees in the amount of \$4,788.50 and HST in the amount of \$622.51 for a total of \$5,411.01;
- (g) an account dated November 7, 2023, for the period from October 11, 2023 to October 27, 2023 for fees in the amount of \$429.00 and HST in the amount of \$55.77 for a total of \$484.77; and
- (h) an account dated December 19, 2023 for the period from April 17, 2023 to November 28, 2023 for fees in the amount of \$4,630.50 and HST in the amount of \$601.97 for a total of \$5,232.47.

(the “**Statements of Account**”).

3. Attached hereto and marked as **Exhibit “A”** to this my affidavit copies of the Statements of Account, which total \$88,988.36, along with a breakdown of timekeepers which have worked on this file. The average hourly rate is \$715.65.

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 January 31, 2024, in )  
accordance with O. Reg 431/20, )  
Administering Oath or Declaration )  
Remotely, )



---

A commissioner, etc.  
**SAM BABE**



---

) **SANJEEV MITRA**

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF SANJEEV MITRA

Sworn before me

This 31<sup>st</sup> day of January, 2024



---

**SAM BABE**

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**

<b>LAWYERS</b>	<b>Year of Call</b>	<b>Hours</b>	<b>Rate</b>	<b>Value</b>
Matilda Lici	2020	0.40	2023 – 295.00	\$158.00
S. E. Babe	2004	86.10	2023 – \$715.00	\$61,561.50
S.P. Mitra	1996	20.70	2023 – \$750.00	\$15,525.00
Jeremy D. Burke	2009	1.00	2023 - \$650.00	\$650.00
<b>LAW CLERKS</b>				
P.L. Williams		1.00	2023 – \$255.00	\$255.00



**AIRD BERLIS**

Sanjeev P. Mitra  
Direct: 416-865-3085  
E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

May 9, 2023

Ms. Josie Parisi  
BDO Canada Limited  
20 Wellington Street East  
Toronto, ON  
M5E 1C2 Canada

Dear Ms. Parisi:

RE: Carriage Hills Resort  
Our Matter No: 157067

---

Enclosed please find our invoice # 1337693 for services rendered to April 30, 2023. The balance due is \$49,129.29 CAD. Please include our invoice number in the payment detail section of your wire transfer.

I trust the foregoing is satisfactory. Please do not hesitate to call me if you have any questions.

Yours very truly,

AIRD & BERLIS LLP



Sanjeev P. Mitra

SPM/rt

Encl.



Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, Ontario M5J 2T9 Canada

T 416 863 1500  
 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

May 9, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1337693**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending April 30, 2023**

Total Fees	\$43,476.00
Total Disbursements	1.25
Total Taxes	5,652.04
<b>Amount Due</b>	<b>\$49,129.29 CAD</b>

**Payment Information**

Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

Payment by Cheque:

Payable To:  
 Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, ON M5J 2T9

**Email notification for EFT and WIRE payments: [accounting@airdberlis.com](mailto:accounting@airdberlis.com)**

**Payment is due on receipt.**

Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 4.00% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

**GST / HST Registration # 12184 6539 RT0001**



Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, Ontario M5J 2T9 Canada

T 416 863 1500  
 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

May 9, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1337693**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

---

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending April 30, 2023**

MEMBER	DATE	HOURS	VALUE	DESCRIPTION
SEB	27/03/23	0.60	429.00	Email from C. Diana; emails from M. Marchand; email from L. Williams; emails to BDO; email from A. Boettger
SEB	28/03/23	2.20	1,573.00	Phone call with BDO and TGF; emails to and from BDO; emails from and to Commercial List office; email to Service List; email from M. Marchand; email from L. Williams
SEB	29/03/23	0.10	71.50	Email from S. Mitra
SEB	30/03/23	0.30	214.50	Emails to and from service list counsel
SEB	03/04/23	0.90	643.50	Phone call with C. Diana and Wyndham counsel; phone call with S. Mitra; email from A. Boettger; email from L. Williams; emails from L. Brzezinski
SPM	03/04/23	0.80	600.00	Prep and attend meeting with stakeholders re next Court attendance
SEB	05/04/23	0.90	643.50	Phone call with BDO and TGF
SPM	05/04/23	1.00	750.00	Attend call with client to prepare for case conference
SEB	06/04/23	2.00	1,430.00	Prepare for and attend case conference; email from Court office; email from Wyndham counsel; email to C. Campbell; email from M. Marchand
SPM	06/04/23	0.50	375.00	Attend case conference with Court
SPM	10/04/23	1.00	750.00	Review draft report
SEB	11/04/23	6.30	4,504.50	Email from A. Boettger; email to BDO; emails from M. Marchand; emails from J. Parisi; email to C. Campbell; draft Claims Decisions Appeal Procedure Order; emails from L. Williams; emails from and to S. Mitra; emails to and from L. Pattillo

MEMBER	DATE	HOURS	VALUE	DESCRIPTION
SPM	11/04/23	0.70	525.00	Email exchange with C. Doyle and arrange for fee affidavit; Research mediators and email exchange with client
SEB	12/04/23	6.70	4,790.50	Revise Claims Decisions Appeal Procedure Order; email to BDO; draft Owner Claims Dispute and Appeal Procedure Order; emails from A. Boettger; emails and phone call with L. Pattillo; email from J. Parisi; emails from M. Marchand; emails from and to L. Williams; emails from and to S. Mitra
SPM	12/04/23	0.90	675.00	Email exchange with client re status of report; Review email and draft order
SPM	12/04/23	1.00	750.00	Email exchange with client and attend meeting with Justice Patillo
SEB	13/04/23	6.40	4,576.00	Prepare motion materials; emails from and to L. Williams; revise claims orders; draft ancillary order; draft notice of motion; email from M. Marchand; emails from and to A. Boettger; email from J. Parisi
SEB	14/04/23	5.90	4,218.50	Prepare motion materials; draft notice of motion; revise orders; email to BDO; prepare fee affidavit; phone call with S. Mitra; emails from and to A. Boettger; emails from and to M. Marchand
SPM	14/04/23	0.90	675.00	Review draft notice of motion; Review and finalize fee affidavit
SEB	15/04/23	0.20	143.00	Email from Wyndham counsel; email from M. Marchand
SEB	16/04/23	1.20	858.00	Email from Claims Officer; research and draft factum
SEB	17/04/23	3.50	2,502.50	Emails from and to A. Boettger; emails to and from L. Williams; draft and research factum
SEB	18/04/23	4.10	2,931.50	Emails to and from A. Boettger; review and comment on settlement correspondence; email to BDO; emails from and to M. Marchand; draft and research factum
SPM	18/04/23	0.20	150.00	Email exchange with client
ML	19/04/23	0.40	158.00	Prepare Brief of Authorities
SEB	19/04/23	1.40	1,001.00	Draft factum; email to BDO; email from M. Marchand; emails to and from M. Lici re book of authorities; review book of authorities; email from owner
SPM	19/04/23	0.40	300.00	Review factum
SEB	20/04/23	0.60	429.00	Prepare and attend to service of Factum
SEB	21/04/23	0.50	357.50	Revise Ancillary Orders
SPM	21/04/23	0.50	375.00	Email exchange with client in preparation for hearing
SEB	22/04/23	0.20	143.00	Emails from and to L. Williams

MEMBER	DATE	HOURS	VALUE	DESCRIPTION
SEB	23/04/23	0.20	143.00	Email from A. Boettger; email from L. Williams; email from owner
SEB	24/04/23	4.10	2,931.50	Prepare for and attend court; revise orders; email to Conway J.; email from Court office; email to Service List; emails to and from marketing re Youtube stream; emails from and to S. Mitra; emails from and to C. Diana; email to Service List; email from L. Brzezinski; email from owner; email from J. Parisi; emails from and to L. Williams
SPM	24/04/23	1.60	1,200.00	Email exchange with client and C. Diana re costs issues; Prep and attend hearing
SEB	25/04/23	1.00	715.00	Email from S. Mitra; email and phone call from Owner; emails to BDO; email from L. Williams; emails from M. Marchand
SPM	25/04/23	0.40	300.00	Review email from counsel for George Chomyn and email exchange with client
SEB	26/04/23	0.40	286.00	Emails from A. Boettger; emails to and from owner
SEB	27/04/23	0.50	357.50	Emails to and from M. Marchand; email from A. Boettger; email from L. Williams; email to L. Pattillo
<b>TOTAL:</b>		60.50	\$43,476.00	

**OUR FEE** \$43,476.00  
HST @ 13% 5,651.88

**DISBURSEMENTS****Taxable Disbursements**

Photocopies/Scanning	1.25	
Total Taxable Disbursements		\$1.25
HST @ 13%		0.16

**AMOUNT DUE****\$49,129.29 CAD**THIS IS OUR INVOICE HEREIN  
AIRD & BERLIS LLP


Sanjeev P. Mitra

E.&amp;O.E.

**Payment Information**

---

## Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

## Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

**Email notification for EFT and WIRE payments: [accounting@airdberlis.com](mailto:accounting@airdberlis.com)****Payment is due on receipt.**

Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 4.00% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

**GST / HST Registration # 12184 6539 RT0001**



Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, Ontario M5J 2T9 Canada

T 416 863 1500  
 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

May 9, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1337693**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

---

**REMITTANCE SLIP**

Total Fees	\$43,476.00
Total Taxable Disbursements	1.25
Total Taxes	5,652.04

<b>AMOUNT DUE</b>	<b>\$49,129.29 CAD</b>
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---

**Payment Information**

Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

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**GST / HST Registration # 12184 6539 RT0001**





**AIRD BERLIS**

Sanjeev P. Mitra  
Direct: 416-865-3085  
E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

June 12, 2023

Ms. Josie Parisi  
BDO Canada Limited  
20 Wellington Street East  
Toronto, ON  
M5E 1C2 Canada

Dear Ms. Parisi:

RE: Carriage Hills Resort  
Our Matter No: 157067

---

Enclosed please find our invoice # 1341448 for services rendered to May 31, 2023. The balance due is \$14,551.58 CAD. Please include our invoice number in the payment detail section of your wire transfer.

I trust the foregoing is satisfactory. Please do not hesitate to call me if you have any questions.

Yours very truly,

AIRD & BERLIS LLP



Sanjeev P. Mitra

SPM/md

Encl.



Aird & Berlis LLP  
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 181 Bay Street  
 Toronto, Ontario M5J 2T9 Canada

T 416 863 1500  
 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

June 12, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1341448**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

---

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending May 31, 2023**

Total Fees	\$12,277.50
Total Disbursements	678.00
Total Taxes	1,596.08
<b>Amount Due</b>	<b>\$14,551.58 CAD</b>

---

**Payment Information**

Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

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IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

**GST / HST Registration # 12184 6539 RT0001**

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BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

June 12, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1341448**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

---

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending May 31, 2023**

MEMBER	DATE	HOURS	VALUE	DESCRIPTION
SEB	02/05/23	0.60	429.00	Emails from and to A. Boettger; emails from and to M. Marchand
SPM	02/05/23	0.10	75.00	Review email from M. Misra
SEB	03/05/23	1.40	1,001.00	Emails from A. Boettger; emails to and from Commercial List office; prepare request form; emails from and to owners' counsel; email to owner
SEB	04/05/23	0.30	214.50	Email from A. Boettger; email from Commercial List office; email from L. Williams
SEB	05/05/23	0.50	357.50	Emails from and to A. Boettger; review and comment on settlement letter; emails from L. Williams
SEB	06/05/23	0.10	71.50	Email from L. Williams
SEB	08/05/23	0.20	143.00	Email from A. Boettger; email from Wyndham counsel
SPM	08/05/23	0.20	150.00	Review email from opposing counsel
SEB	09/05/23	0.20	143.00	Emails from A. Boettger
SPM	09/05/23	0.30	225.00	Review emails from L. Williams and J. Dart
SEB	10/05/23	0.20	143.00	Emails from owners' counsel; email from L. Pattillo
SEB	12/05/23	0.10	71.50	Phone call from owner
SEB	15/05/23	1.40	1,001.00	Emails to and from A. Boettger; email to L. Pattillo; emails from S. Mitra; emails from Claims Officer
SPM	15/05/23	0.30	225.00	Email exchange with client and counsel for G. Chomyn
SEB	16/05/23	1.30	929.50	Emails from and to Owner's counsel; emails from and to A. Boettger; emails from S. Mitra; email to BDO; phone call from Owner; email from Claims Officer

MEMBER	DATE	HOURS	VALUE	DESCRIPTION
SPM	16/05/23	0.70	525.00	Review email from counsel for Brigitte Berman and email exchange with client; Telephone call counsel for G. Chown and report client
SEB	17/05/23	1.60	1,144.00	Emails from S. Mitra; email from Owner trustee; emails to BDO; emails from and to M. Marchand; emails and phone call from and to A. Boettger; emails and phone call from and to Owner
SPM	17/05/23	0.00	0.00	Email exchange with client
SEB	18/05/23	0.10	71.50	Email from BDO
SEB	23/05/23	0.50	357.50	Emails from and to A. Boettger; email from Owner counsel; email from Owner
SEB	24/05/23	1.50	1,072.50	Emails from and to A. Boettger; email to owner's counsel; emails and phone call from and to owner
SEB	25/05/23	1.40	1,001.00	Emails and phone call from and to owner; emails from S. Mitra; emails to and from A. Boettger; email from M. Marchand
SPM	25/05/23	0.70	525.00	Email exchange with K. Taylor re claim against Ward and email exchange with client; tc M. Mansi and email to S. Babe and client
SEB	26/05/23	0.90	643.50	Emails and phone call from and to owners; email from owner's counsel; email to and from A. Boettger; email from BDO
SEB	29/05/23	0.30	214.50	Email from owner trustee; email from S. Mitra; email from owner
SPM	29/05/23	0.70	525.00	Telephone call B. Mendlowitz and email to client re Alan and Roberta Wilson; review email from V. Shapiro and email to client
SEB	30/05/23	0.30	214.50	Emails from and to A. Boettger; emails from BDO
SPM	30/05/23	0.20	150.00	Email exchange with client re settlement call
SEB	31/05/23	0.60	429.00	Email from A. Boettger; email from owner counsel; emails from and to Claims Officer; email from S. Mitra
SPM	31/05/23	0.30	225.00	Email exchange with client and counsel to G. William estate
<b>TOTAL:</b>		17.00	\$12,277.50	

**OUR FEE**  
 HST @ 13%

\$12,277.50  
 1,596.08

**DISBURSEMENTS****Non-Taxable Disbursements**

Notice of Motion/Application	678.00	
Total Non-Taxable Disbursements		\$678.00

**AMOUNT DUE****\$14,551.58 CAD**

THIS IS OUR INVOICE HEREIN  
 AIRD & BERLIS LLP



Sanjeev P. Mitra

E.&O.E.

**Payment Information****Payment by Wire Transfer:**

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

**Payment by Cheque:**

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

**Email notification for EFT and WIRE payments: [accounting@airdberlis.com](mailto:accounting@airdberlis.com)**

**Payment is due on receipt.**

Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

**GST / HST Registration # 12184 6539 RT0001**

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T 416 863 1500  
 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

June 12, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1341448**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

### REMITTANCE SLIP

Total Fees	\$12,277.50
Total Non-Taxable Disbursements	678.00
Total Taxes	1,596.08

<b>AMOUNT DUE</b>	<b>\$14,551.58 CAD</b>
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#### Payment Information

##### Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

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**AIRD BERLIS**

Sanjeev P. Mitra  
Direct: 416-865-3085  
E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

July 17, 2023

Ms. Josie Parisi  
BDO Canada Limited  
20 Wellington Street East  
Toronto, ON  
M5E 1C2 Canada

Dear Ms. Parisi:

RE: Carriage Hills Resort  
Our Matter No: 157067

---

Enclosed please find our invoice # 1345470 for services rendered to June 30, 2023. The balance due is \$5,088.39 CAD. Please include our invoice number in the payment detail section of your wire transfer.

I trust the foregoing is satisfactory. Please do not hesitate to call me if you have any questions.

Yours very truly,

AIRD & BERLIS LLP



Sanjeev P. Mitra

SPM/rt

Encl.





Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, Ontario M5J 2T9 Canada

T 416 863 1500  
 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

July 17, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1345470**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

---

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending June 30, 2023**

Total Fees	\$4,503.00
Total Taxes	585.39
<b>Amount Due</b>	<b>\$5,088.39 CAD</b>

---

**Payment Information**

Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:  
 Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, ON M5J 2T9

**Email notification for EFT and WIRE payments: [accounting@airdberlis.com](mailto:accounting@airdberlis.com)**

**Payment is due on receipt.**

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**GST / HST Registration # 12184 6539 RT0001**

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BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

July 17, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1345470**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

---

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending June 30, 2023**

MEMBER	DATE	HOURS	VALUE	DESCRIPTION
SEB	01/06/23	0.20	143.00	Emails from and to S. Mitra
SEB	06/06/23	0.10	71.50	Email from owner's counsel
SEB	07/06/23	0.50	357.50	Emails from A. Boettger; email from S. Mitra
SPM	07/06/23	0.20	150.00	Email exchange with client
SEB	08/06/23	0.70	500.50	Emails from and to A. Boettger; review and comment on payment plan agreement
SEB	09/06/23	1.50	1,072.50	Prepare for and attend Court chamber scheduling appointment; email from Court office; email to Service List; emails from and to M. Marchand; emails from owners' lawyers; emails from S. Mitra; email from BDO
SPM	09/06/23	1.10	825.00	Attend case conference; call with R. Student and report to client; review email from counsel for George Chown estate and email to client; review proposal agreement and email to B. Mendelowicz
SEB	12/06/23	0.20	143.00	Email from A. Boettger; email from S. Mitra
SPM	12/06/23	0.30	225.00	Email exchange with client and counsel for G. Chown
SEB	13/06/23	0.20	143.00	Email from Owner trustee; email from S. Mitra
SPM	13/06/23	0.30	225.00	Review email from B. Mendelowicz re Wilson settlement and email exchange with B. Mendelowicz and client
SEB	19/06/23	0.10	71.50	Email from A. Boettger
SEB	23/06/23	0.10	71.50	Email from A. Boettger
SPM	23/06/23	0.10	75.00	Review email from client
SEB	28/06/23	0.30	214.50	Emails from A. Boettger; email from S. Mitra

MEMBER	DATE	HOURS	VALUE	DESCRIPTION
SEB	29/06/23	0.10	71.50	Email from owner's counsel
SEB	30/06/23	0.20	143.00	Email from A. Boettger; email from S. Mitra
<b>TOTAL:</b>		6.20	\$4,503.00	

**OUR FEE** \$4,503.00  
 HST @ 13% 585.39

**AMOUNT DUE** \$5,088.39 CAD

THIS IS OUR INVOICE HEREIN  
 AIRD & BERLIS LLP



Sanjeev P. Mitra

E.&O.E.

**Payment Information**

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**GST / HST Registration # 12184 6539 RT0001**

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 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

July 17, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1345470**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

### REMITTANCE SLIP

Total Fees	\$4,503.00
Total Taxes	585.39
<b>AMOUNT DUE</b>	<b><u>\$5,088.39 CAD</u></b>

#### Payment Information

##### Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

##### Payment by Cheque:

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**AIRD BERLIS**

Sanjeev P. Mitra  
Direct: 416-865-3085  
E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

August 11, 2023

Ms. Josie Parisi  
BDO Canada Limited  
20 Wellington Street East  
Toronto, ON  
M5E 1C2 Canada

Dear Ms. Parisi:

RE: Carriage Hills Resort  
Our Matter No: 157067

---

Enclosed please find our invoice # 1349254 for services rendered to July 31, 2023. The balance due is \$2,863.42 CAD. Please include our invoice number in the payment detail section of your wire transfer.

I trust the foregoing is satisfactory. Please do not hesitate to call me if you have any questions.

Yours very truly,

AIRD & BERLIS LLP



Sanjeev P. Mitra

SPM/rt

Encl.



Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, Ontario M5J 2T9 Canada

T 416 863 1500  
 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

August 11, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1349254**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending July 31, 2023**

Total Fees	\$2,534.00
Total Taxes	329.42
<b>Amount Due</b>	<b>\$2,863.42 CAD</b>

**Payment Information**

Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:  
 Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, ON M5J 2T9

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**Payment is due on receipt.**

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IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

**GST / HST Registration # 12184 6539 RT0001**

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 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

August 11, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1349254**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

---

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending July 31, 2023**

MEMBER	DATE	HOURS	VALUE	DESCRIPTION
SEB	05/07/23	0.10	71.50	Email from A. Boettger
SEB	08/07/23	0.10	71.50	Email from S. Mitra
SEB	09/07/23	0.10	71.50	Email from A. Boettger
SEB	10/07/23	0.50	357.50	Emails from and to A. Boettger
SEB	12/07/23	0.20	143.00	Email from S. Mitra; email to A. Boettger
SPM	12/07/23	0.20	150.00	Email exchange with client re Chomyn settlement
SEB	13/07/23	0.30	214.50	Emails from A. Boettger; email from owner's counsel
SEB	15/07/23	0.10	71.50	Email from S. Mitra
SPM	15/07/23	0.20	150.00	Email exchange with client and counsel for G. Chomyn estate
SEB	19/07/23	0.10	71.50	Email from Wyndham counsel
SEB	20/07/23	0.10	71.50	Email from owner counsel
SEB	24/07/23	0.10	71.50	Email from owner
SEB	27/07/23	0.20	143.00	Emails from and to owner; emails from and to A. Boettger
SEB	28/07/23	0.70	500.50	Email from A. Boettger; phone call with BDO and TGF
SPM	28/07/23	0.50	375.00	Strategy call with client re upcoming case conference
<b>TOTAL:</b>		3.50	\$2,534.00	

**OUR FEE**  
 HST @ 13%

\$2,534.00  
 329.42



**AMOUNT DUE****\$2,863.42 CAD**THIS IS OUR INVOICE HEREIN  
AIRD & BERLIS LLP

Sanjeev P. Mitra

E.&amp;O.E.

**Payment Information****Payment by Wire Transfer:**

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

**Payment by Cheque:**

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

**Email notification for EFT and WIRE payments: [accounting@airdberlis.com](mailto:accounting@airdberlis.com)****Payment is due on receipt.**

Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

**GST / HST Registration # 12184 6539 RT0001**

\* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.



Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, Ontario M5J 2T9 Canada

T 416 863 1500  
 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

August 11, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1349254**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

### REMITTANCE SLIP

Total Fees	\$2,534.00
Total Taxes	329.42
<b>AMOUNT DUE</b>	<b><u>\$2,863.42 CAD</u></b>

#### Payment Information

##### Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

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Toronto, ON M5J 2T9

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**AIRD BERLIS**

Sanjeev P. Mitra  
Direct: 416-865-3085  
E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

September 30, 2023

Ms. Josie Parisi  
BDO Canada Limited  
20 Wellington Street East  
Toronto, ON  
M5E 1C2 Canada

Dear Ms. Parisi:

RE: Carriage Hills Resort  
Our Matter No: 157067

---

Enclosed please find our invoice # 1353658 for services rendered to August 31, 2023. The balance due is \$6,227.43 CAD. Please include our invoice number in the payment detail section of your wire transfer.

I trust the foregoing is satisfactory. Please do not hesitate to call me if you have any questions.

Yours very truly,

AIRD & BERLIS LLP



Sanjeev P. Mitra

SPM/scs

Encl.



Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, Ontario M5J 2T9 Canada

T 416 863 1500  
 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

September 30, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1353658**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending August 31, 2023**

Total Fees	\$5,511.00
Total Taxes	716.43
<b>Amount Due</b>	<b>\$6,227.43 CAD</b>

**Payment Information**

Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

Payable To:  
 Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, ON M5J 2T9

**Email notification for EFT and WIRE payments: [accounting@airdberlis.com](mailto:accounting@airdberlis.com)**

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**GST / HST Registration # 12184 6539 RT0001**

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 20 Wellington Street East  
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 M5E 1C2 Canada

September 30, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1353658**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

---

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending August 31, 2023**

MEMBER	DATE	HOURS	VALUE	DESCRIPTION
SEB	09/08/23	0.40	286.00	Email from owner counsel; email to Wyndham counsel; emails from and to A. Boettger
SEB	10/08/23	0.40	286.00	Emails from S. Mitra; email from A. Boettger
SPM	10/08/23	0.30	225.00	Email exchange with client and counsel for Chomyn Estate to conclude settlement
SPM	14/08/23	0.20	150.00	Review email exchange with client
SEB	15/08/23	0.30	214.50	Emails from and to A. Boettger; email from L. Patillo
SEB	16/08/23	1.20	858.00	Email from A. Boettger; draft Aide Memoire
SPM	16/08/23	0.40	300.00	Review emails and email exchange with client
SEB	17/08/23	0.70	500.50	Emails to and from A. Boettger; email from L. Williams; emails from and to M. Marchand; email from owner's counsel; revise and file aid memoire
SPM	17/08/23	0.70	525.00	Review aide memoire and email exchange with client
SEB	18/08/23	1.30	929.50	Prepare for and attend case conference; email from Court office; emails from and to owners; email to L. Patillo; email from Wyndham counsel; emails from S. Mitra
SPM	18/08/23	0.40	300.00	Email exchange with certain owners re Court attendance and email to client
SEB	21/08/23	0.10	71.50	Email from A. Boettger
SEB	24/08/23	0.30	214.50	Emails from A. Boettger; email from L. Williams
SPM	24/08/23	0.20	150.00	Email exchange with client re strategy on collections
SEB	28/08/23	0.10	71.50	Email to A. Boettger

MEMBER	DATE	HOURS	VALUE	DESCRIPTION
SEB	29/08/23	0.30	214.50	Email from D. Catuogno; emails from and to A. Boettger
SEB	30/08/23	0.30	214.50	Email to A. Boettger; emails to and from D. Catuogno
<b>TOTAL:</b>		7.60	\$5,511.00	

**OUR FEE** \$5,511.00  
 HST @ 13% 716.43

**AMOUNT DUE** \$6,227.43 CAD

THIS IS OUR INVOICE HEREIN  
 AIRD & BERLIS LLP



Sanjeev P. Mitra

E.&O.E.

**Payment Information**

Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
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55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

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**GST / HST Registration # 12184 6539 RT0001**

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 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

September 30, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1353658**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

### REMITTANCE SLIP

Total Fees	\$5,511.00
Total Taxes	716.43
<b>AMOUNT DUE</b>	<b><u>\$6,227.43 CAD</u></b>

#### Payment Information

##### Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
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Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

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#### Payment is due on receipt.

Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

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**GST / HST Registration # 12184 6539 RT0001**

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**AIRD BERLIS**

Sanjeev P. Mitra  
Direct: 416-865-3085  
E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

October 31, 2023

Ms. Josie Parisi  
BDO Canada Limited  
20 Wellington Street East  
Toronto, ON  
M5E 1C2 Canada

Dear Ms. Parisi:

RE: Carriage Hills Resort  
Our Matter No: 157067

---

Enclosed please find our invoice # 1356025 for services rendered to September 30, 2023. The balance due is \$5,411.01 CAD. Please include our invoice number in the payment detail section of your wire transfer.

I trust the foregoing is satisfactory. Please do not hesitate to call me if you have any questions.

Yours very truly,

AIRD & BERLIS LLP



Sanjeev P. Mitra

SPM/rt

Encl.



Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, Ontario M5J 2T9 Canada

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 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

October 31, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1356025**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending September 30, 2023**

Total Fees	\$4,788.50
Total Taxes	622.51
<b>Amount Due</b>	<b>\$5,411.01 CAD</b>

**Payment Information**

Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

Payment by Cheque:

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**GST / HST Registration # 12184 6539 RT0001**

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 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

October 31, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1356025**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending September 30, 2023**

MEMBER	DATE	HOURS	VALUE	DESCRIPTION
SEB	11/09/23	0.10	71.50	Email from A. Boettger
SPM	11/09/23	0.20	150.00	Email exchange with client
SEB	12/09/23	0.50	357.50	Emails to and from J. Burke; email to A. Boettger; review wind down issue
SEB	13/09/23	0.10	71.50	Email from A. Boettger
JDB	14/09/23	0.40	260.00	Emails from S. Babe re winding-up of corporations; Consideration of statutory requirements given new Ontario NFP corporate statute;
SEB	14/09/23	0.30	214.50	Email from A. Boettger; email to Wyndham counsel; email from J. Burke re wind down
JDB	15/09/23	0.60	390.00	Review of corporate statutes and relevant letters patent and by-laws re dissolution and related questions; Emails with S. Babe re same;
SEB	15/09/23	0.50	357.50	Email from A. Boettger; emails to and from J. Burke
SEB	19/09/23	0.10	71.50	Email from mortgagor owner
SEB	25/09/23	0.90	643.50	Emails to and from A. Boettger; draft Aide Memoire
SPM	25/09/23	0.70	525.00	Email exchange with client re status and strategy; Review draft aide memoire
SPM	25/09/23	0.50	375.00	Review email exchange with client and draft aide memoire
SEB	26/09/23	0.90	643.50	Emails from and to M. Marchand; prepare for and attend Court in case conference; email from Court office
SEB	27/09/23	0.10	71.50	Email from S. Mitra

MEMBER	DATE	HOURS	VALUE	DESCRIPTION
SPM	27/09/23	0.40	300.00	Call with owner re status of distributions and email to S. Babe
SEB	28/09/23	0.20	143.00	Emails from and to A. Boettger; email from M. Marchand
SEB	29/09/23	0.20	143.00	Email from Wyndham counsel; email from A. Boettger
<b>TOTAL:</b>		6.70	\$4,788.50	

**OUR FEE** \$4,788.50  
HST @ 13% 622.51

**AMOUNT DUE** \$5,411.01 CAD

THIS IS OUR INVOICE HEREIN  
AIRD & BERLIS LLP



Sanjeev P. Mitra

E.&O.E.

**Payment Information**

Payment by Wire Transfer:

Beneficiary Bank: TD Canada Trust  
TD Centre  
55 King Street West  
Toronto, ON M5K 1A2

Beneficiary: Aird & Berlis LLP  
Bank No.: 004  
Transit No.: 10202  
Account: 5221521  
Swift Code: TDOMCATTOR

Payment by Cheque:

Payable To: Aird & Berlis LLP  
Brookfield Place, Suite 1800  
181 Bay Street  
Toronto, ON M5J 2T9

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**GST / HST Registration # 12184 6539 RT0001**

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T 416 863 1500  
 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

October 31, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1356025**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

### REMITTANCE SLIP

Total Fees	\$4,788.50
Total Taxes	622.51

<b>AMOUNT DUE</b>	<b>\$5,411.01 CAD</b>
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#### Payment Information

##### Payment by Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

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**AIRD BERLIS**

Sanjeev P. Mitra  
Direct: 416-865-3085  
E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

November 7, 2023

Ms. Josie Parisi  
BDO Canada Limited  
20 Wellington Street East  
Toronto, ON  
M5E 1C2 Canada

Dear Ms. Parisi:

RE: Carriage Hills Resort  
Our Matter No: 157067

---

Enclosed please find our invoice # 1359885 for services rendered to November 7, 2023. The balance due is \$484.77 CAD. Please include our invoice number in the payment detail section of your wire transfer.

I trust the foregoing is satisfactory. Please do not hesitate to call me if you have any questions.

Yours very truly,

AIRD & BERLIS LLP



Sanjeev P. Mitra

SPM/rt

Encl.





Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, Ontario M5J 2T9 Canada

T 416 863 1500  
 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

November 7, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1359885**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending November 7, 2023**

Total Fees	\$429.00
Total Taxes	55.77
<b>Amount Due</b>	<b>\$484.77 CAD</b>

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

Payment by Cheque:

Payable To:  
 Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, ON M5J 2T9

**Bill.Com Payment Network ID: c114483219512158**

**Email notification for EFT and WIRE payments: [accounting@airdberlis.com](mailto:accounting@airdberlis.com)**

**\* Aird & Berlis LLP does not accept interac/email transfers \***

**Payment is due on receipt.**

Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

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**GST / HST Registration # 12184 6539 RT0001**

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 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

November 7, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1359885**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending November 7, 2023**

MEMBER	DATE	HOURS	VALUE	DESCRIPTION
SEB	11/10/23	0.20	143.00	Email from owner; email from A. Boettger
SEB	17/10/23	0.10	71.50	Email to Wyndham counsel
SEB	26/10/23	0.10	71.50	Email to Wyndham counsel
SEB	27/10/23	0.20	143.00	Email from Wyndham counsel; email from M. Marchand
<b>TOTAL:</b>		0.60	\$429.00	

**OUR FEE** \$429.00  
 HST @ 13% 55.77

**AMOUNT DUE** \$484.77 CAD

THIS IS OUR INVOICE HEREIN  
 AIRD & BERLIS LLP

Sanjeev P. Mitra

E.&O.E.

AIRD & BERLIS LLP  
PAGE 2 OF INVOICE NO: 1359885

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---

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

---

Payment by Cheque:

Payable To:
Aird & Berlis LLP
Brookfield Place, Suite 1800
181 Bay Street
Toronto, ON M5J 2T9

**Bill.Com Payment Network ID: c114483219512158**

**Email notification for EFT and WIRE payments: [accounting@airdberlis.com](mailto:accounting@airdberlis.com)**

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**Payment is due on receipt.**

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BDO Canada Limited  
 20 Wellington Street East  
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 M5E 1C2 Canada

November 7, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1359885**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

### REMITTANCE SLIP

Total Fees	\$429.00
Total Taxes	55.77
<b>AMOUNT DUE</b>	<b>\$484.77 CAD</b>

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

Payment by Cheque:

Payable To:  
 Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, ON M5J 2T9

**Bill.Com Payment Network ID: c114483219512158**

**Email notification for EFT and WIRE payments: [accounting@airdberlis.com](mailto:accounting@airdberlis.com)**

**\* Aird & Berlis LLP does not accept interac/email transfers \***

**Payment is due on receipt.**

Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

**GST / HST Registration # 12184 6539 RT0001**

\* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.



**AIRD BERLIS**

Sanjeev P. Mitra  
Direct: 416-865-3085  
E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

December 19, 2023

Ms. Josie Parisi  
BDO Canada Limited  
20 Wellington Street East  
Toronto, ON  
M5E 1C2 Canada

Dear Ms. Parisi:

RE: Carriage Hills Resort  
Our Matter No: 157067

---

Enclosed please find our invoice # 1366611 for services rendered to November 30, 2023. The balance due is \$5,232.47 CAD. Please include our invoice number in the payment detail section of your wire transfer.

I trust the foregoing is satisfactory. Please do not hesitate to call me if you have any questions.

Yours very truly,

AIRD & BERLIS LLP



Sanjeev P. Mitra

SPM/rt

Encl.



Aird & Berlis LLP  
 Brookfield Place, Suite 1800  
 181 Bay Street  
 Toronto, Ontario M5J 2T9 Canada

T 416 863 1500  
 F 416 863 1515  
 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

December 19, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1366611**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending November 30, 2023**

Total Fees	\$4,630.50
Total Taxes	601.97
<b>Amount Due</b>	<b>\$5,232.47 CAD</b>

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

Payment by Cheque:

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 Aird & Berlis LLP  
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December 19, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1366611**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

**FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending November 30, 2023**

MEMBER	DATE	HOURS	VALUE	DESCRIPTION
PLW	17/04/23	0.50	127.50	Submitted two Motion Records for filing online with the court
PLW	20/04/23	0.50	127.50	Submitted Factum and Book of Authorities in two actions online
SEB	06/11/23	0.60	429.00	Emails from and to A. Boettger re wind-up
SEB	07/11/23	0.30	214.50	Emails from Wyndham counsel; email to Commercial List office
SEB	08/11/23	1.10	786.50	Emails from and to A. Boettger; emails from and to Wyndham counsel; email from Commercial List office
SEB	09/11/23	0.40	286.00	Emails from Wyndham counsel; email from M. Marchand emails to and from A. Boettger; email to Commercial List office
SEB	10/11/23	0.30	214.50	Emails from A. Boettger; email from Wyndham counsel
SEB	14/11/23	0.50	357.50	Emails from Wyndham counsel; emails from A. Boettger; email from Commercial List office
SEB	15/11/23	0.10	71.50	Email from Wyndham counsel
SEB	16/11/23	0.30	214.50	Emails from and to A. Boettger; email from BDO
SPM	16/11/23	0.20	150.00	Email exchange with client
SEB	17/11/23	0.90	643.50	Emails from Wyndham counsel; emails from A. Boettger; email to Commercial List office; prepare request form
SEB	20/11/23	0.60	429.00	Email to A. Boettger; review orders; email from M. Marchand
SPM	20/11/23	0.20	150.00	Review exchange with client



MEMBER	DATE	HOURS	VALUE	DESCRIPTION
SEB	22/11/23	0.20	143.00	Email from Wyndham counsel; email from M. Marchand
SEB	23/11/23	0.30	214.50	Emails from and to A. Boettger; emails to and from Commercial List office
SEB	28/11/23	0.10	71.50	Email from Wyndham counsel
<b>TOTAL:</b>		7.10	\$4,630.50	

**OUR FEE** \$4,630.50  
HST @ 13% 601.97

**AMOUNT DUE** \$5,232.47 CAD

THIS IS OUR INVOICE HEREIN  
AIRD & BERLIS LLP



Sanjeev P. Mitra

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

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**GST / HST Registration # 12184 6539 RT0001**

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T 416 863 1500  
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 airdberlis.com

BDO Canada Limited  
 20 Wellington Street East  
 Toronto, ON  
 M5E 1C2 Canada

December 19, 2023

Attention: Ms. Josie Parisi

**Invoice No: 1366611**

**Re: Carriage Hills Resort**

Client No: 013137  
 Matter No: 157067

### REMITTANCE SLIP

Total Fees	\$4,630.50
Total Taxes	601.97
<b>AMOUNT DUE</b>	<b><u>\$5,232.47 CAD</u></b>

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**GST / HST Registration # 12184 6539 RT0001**

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Applicants

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

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

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceedings commenced at Toronto**

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**AFFIDAVIT OF SANJEEV MITRA**

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

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

Tel: (416) 865-3085

Fax: (416) 863-1515

E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

Fax: (416) 863-1515

E-mail: [sbabe@airdberlis.com](mailto:sbabe@airdberlis.com)

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

## APPENDIX T

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 M. WILLIAMS**  
**(Sworn January 30, 2024)**

I, **LEANNE M. 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**”), special counsel to BDO Canada Limited, 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 April 1, 2023 through to December 31, 2023.

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 before me in the City of Toronto,  
in the Province of Ontario this 30<sup>th</sup> day of  
January, 2024.



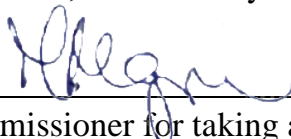
Commissioner for Taking Affidavits

**Maria Magni, a Commissioner, etc.,  
Province of Ontario, for  
Thornton Grout Finnigan LLP,  
Barristers and Solicitors.  
Expires June 5, 2024.**



**LEANNE M. WILLIAMS**

This is Exhibit "A" referred to in the Affidavit of Leanne Williams sworn before me at the City of Toronto, in the Province of Ontario, this 30th day of January, 2024.



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A Commissioner for taking affidavits

**MARIA MAGNI**

**Maria Magni, a Commissioner, etc.,  
Province of Ontario, for  
Thornton Grout Finnigan LLP,  
Barristers and Solicitors.  
Expires June 5, 2024.**

## EXHIBIT "A"



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

May 24, 2023

**Attention: Matthew Marchand**

**Invoice No. 39495**  
**File No. 2068-001**

**RE: Carriage Ridge / Carriage Hills re General**

**TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: April 30, 2023**

**FEES**

- Apr-03-23 Attend conference call with representatives of owners regarding dispute mechanisms; emails regarding same;
- Attend to various issues related to claims submitted by Isabel V.; retrieve deeds; review initial claims; consider issues with claim set up for 2 owners while deed was acquired by only 1 owner; email to A. Boettger regarding same and requesting correct link to claim at Hills parcel 1-18 and further clarifications with respect to outstanding mortgages still registered on title;
- Apr-04-23 Review emails regarding owner dispute; email regarding same;
- Review link provided by A. Boettger to correct claim of Isabel V.; review and consider Family Law Act provisions regarding claims for equalization of property and limitation periods (in relation to statement made by owner in her claim submissions); emails with L. Williams regarding same, determination of claims by Isabel V. and proposed recommendations to BDO;
- Apr-05-23 Attend conference call regarding upcoming case conference;
- Email to A. Boettger regarding recommendations for resolution of the three claims submitted by Isabel V.;
- Apr-06-23 Attend case conference in respect of dispute mechanisms; review endorsement; email from D. Catuogno; email to Campbell J.;
- Apr-07-23 Email in respect of draft Report; email in respect of mortgage claims;
- Apr-11-23 Review and revise draft Report; emails in respect of court materials; review draft orders; emails in respect of review of claims appeals and appointment of claims officer;



- Apr-12-23 Emails in respect of draft court materials; conference call with potential claims officer; emails regarding same; continue to review and revise draft Eighth Report;
- Apr-13-23 Review and consider delinquent appeal order; emails regarding same; continue to finalize court materials;
- Apr-14-23 Compile glossary of terms for Eighth Report; emails regarding same; finalize Eighth Report for execution; emails in respect of motion materials;
- Apr-17-23 Emails in respect of upcoming hearing;
- Apr-19-23 Review draft factum;
- Apr-22-23 Emails from J. Dart; emails with S. Babe regarding same;
- Apr-23-23 Emails in respect of court hearing;
- Apr-24-23 Emails in respect of motion materials and relief sought; attend hearing in respect of claims process; emails with disputing owner; review endorsement;
- Apr-25-23 Emails in respect of timing of appeals; emails in respect of owner dispute; emails with R. Manea regarding same;
- Review email from S. Mitra and correspondence from counsel to estate trustee of deceased owner; look into deeds of deceased owner George Chomyn and provide details and relevant registry pages of parcel 1-27 to L. Williams;
- Apr-26-23 Emails in respect of deceased owner;
- Email to D. Bosie (LRO Simcoe) to confirm that deeds of deceased owner at Carriage Ridge were never modified by subsequent transfers from the deceased or the estate trustee and that no transmissions of interest from the estate trustee were registered; obtain deceased owner's deeds uploaded to OnLand; review same and provide to L. Williams;
- Apr-27-23 Emails in respect of dispute protocol; emails in respect of potential owner settlement; emails in respect of proposed J. Dart settlement; letter to J. Dart regarding same;
- Email from D. Bosie regarding deeds of deceased Ridge owner;
- Apr-28-23 Emails from J. Dart; emails with the Receiver in respect of potential settlement;
- Telephone call with the Receiver in respect of potential owner settlements;
- Apr-29-23 Email from J. Dart to Ombudsman;

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	20.60
Roxana Manea (Law Clerk)	5.10
Total Fees	\$19,810.00
HST (@ 13%) on Fees	<u>\$2,575.30</u>
<b>Total Fees and HST</b>	<b><u>\$22,385.30</u></b>
<b>TOTAL DUE &amp; OWING</b>	<b><u>\$22,385.30</u></b>
<b>Amount Owed by Carriage Hills Vacation Owners Association (69%)</b>	<b><u>\$15,445.86</u></b>
<b>\$1,776.96 HST included</b>	
<b>Amount Owed by Carriage Ridge Owners Association (31%)</b>	<b><u>\$6,939.44</u></b>
<b>\$798.34 HST included</b>	

**Thornton Grout Finnigan LLP**



Per: Leanne M. Williams

**E. & O. E. GST/HST # 87042 1039 RT0001 \* GST/HST Exempt**

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 33 of The Solicitor's Act, interest will be charged at the rate of 4.00% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

*Payment can be made to us by:*

*1. Cheque Payable to Thornton Grout Finnigan LLP or*

*2. EFT or Wire Transfer to:*

*Account No. 027779-002*

*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*





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

June 26, 2023

**Attention: Matthew Marchand**

**Invoice No. 39563**  
**File No. 2068-001**

**RE: Carriage Ridge / Hills re General**

**TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: May 31, 2023**

**FEES**

- May-01-23 Emails in respect of owner disputes;
- May-02-23 Emails in respect of status of appeals and case conference;
- May-03-23 Emails in respect of owner appeals; emails in respect of timing of case conference;
- May-04-23 Email from J. Dart; email regarding owner claim;
- May-05-23 Emails in respect of owner appeal; revise letter regarding same; emails in respect of interim distribution;
- May-08-23 Emails in respect of mortgage disputes;
- May-09-23 Emails in respect of owner claims; email from J. Dart;
- May-15-23 Emails in respect of owner claims;
- May-16-23 Emails in respect of owner appeals;
- May-17-23 Emails in respect of owner settlements;
- May-23-23 Emails in respect of potential owner settlements; emails in respect of owner issues;  
  
Email and request for deeds from A. Boettger to confirm dates of birth of owners with identical names; retrieve deeds in OnLand and provide to A. Boettger;
- May-25-23 Emails in respect of owner claims and delinquent accounts;

May-26-23 Email in respect of owner dispute;  
 May-29-23 Emails regarding owner appeals and claims;  
 May-31-23 Emails in respect of timing of materials;

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	3.30
Roxana Manea (Law Clerk)	0.30
Total Fees	\$2,992.50
HST (@ 13%) on Fees	<u>\$389.03</u>
<b>Total Fees and HST</b>	<b><u>\$3,381.53</u></b>
<b>TOTAL DUE &amp; OWING</b>	<b><u>\$3,381.53</u></b>
<b>Amount Owed by Carriage Hills Vacation Owners Association (69%)</b>	<b><u>\$2,333.26</u></b>
<b>\$268.43 HST included</b>	
<b>Amount Owed by Carriage Ridge Owners Association (31%)</b>	<b><u>\$1,048.27</u></b>
<b>\$120.60 HST included</b>	

**Thornton Grout Finnigan LLP**



Per: Leanne M. Williams

**E. & O. E. GST/HST # 87042 1039 RT0001 \* GST/HST Exempt**

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*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*







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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

July 31, 2023

**Attention: Matthew Marchand**

**Invoice No. 39690**  
**File No. 2068-001**

**RE: Carriage Ridge / Hills re General**

**TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: June 30, 2023**

**FEES**

Jun-07-23 Review memorandum regarding status of appeals;  
Jun-08-23 Emails regarding status of appeals;  
Jun-09-23 Attend case conference; emails regarding same; review endorsement;  
Jun-19-23 Email correspondence in respect of upcoming distribution;

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

	<b><u>Lawyer</u></b>	<b><u>Hours</u></b>	
	Leanne M. Williams	1.30	
Total Fees			\$1,137.50
HST (@ 13%) on Fees			<u>\$147.88</u>
<b>Total Fees and HST</b>			<b><u>\$1,285.38</u></b>
<b>TOTAL DUE &amp; OWING</b>			<b><u>\$1,285.38</u></b>
<b>Amount Owed by Carriage Hills Vacation Owners Association (69%)</b>			<b><u>\$886.91</u></b>
<b>\$102.04 HST included</b>			
<b>Amount Owed by Carriage Ridge Owners Association (31%)</b>			<b><u>\$398.47</u></b>
<b>\$46.84 HST included</b>			

**Thornton Grout Finnigan LLP**

**Per: Leanne M. Williams**

E. & O. E. GST/HST # 87042 1039 RT0001 \* GST/HST Exempt

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*Attention: Credit Services Department*

*Please send remittance advice to [ychiu@tgf.ca](mailto:ychiu@tgf.ca)*







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

August 29, 2023

**Attention: Matthew Marchand**

**Invoice No. 39797**  
**File No. 2068-001**

**RE: Carriage Ridge / Hills re General**

**TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: July 31, 2023**

**FEES**

- Jul-10-23      Emails in respect of outstanding claims;
- Jul-13-23      Emails in respect of outstanding appeals;
- Jul-24-23      Emails in respect of disputed ownership claim; emails in respect of title documents regarding same;  
  
                     Email from A. Boettger regarding deed of Ridge owners and question regarding every/other interval; attend to obtaining deed; review documentation provided by owners in support of proofs of claim and consider 2011 contract vs. 2008 deed and possibility that interval was upgraded from every other year to annual; email to A. Boettger and group regarding same; retrieve and circulate 2008 deed;
- Jul-25-23      Detailed review of registry pages for Carriage Ridge from June 2011 to closing of registry to ensure that no new deed was registered in favour of owners who claim an "every year" interval different than deed registered in June 2008;
- Jul-26-23      Emails with J. Dart regarding distribution payment; emails with Receiver regarding same;
- Jul-27-23      Emails in respect of outstanding disputes;
- Jul-28-23      Emails in respect of mortgage disputes; conference call in respect of unsettled disputes;

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	1.60
Roxana Manea (Law Clerk)	1.70
Total Fees	\$1,995.00
HST (@ 13%) on Fees	<u>\$259.35</u>
<b>Total Fees and HST</b>	<b><u>\$2,254.35</u></b>
<b>TOTAL DUE &amp; OWING</b>	<b><u>\$2,254.35</u></b>
<b>Amount Owed by Carriage Hills Vacation Owners Association (69%) \$178.95 HST included</b>	<b><u>\$1,555.50</u></b>
<b>Amount Owed by Carriage Ridge Owners Association (31%) \$80.40 HST included</b>	<b><u>\$698.85</u></b>
<b>Thornton Grout Finnigan LLP</b>	



**Per: Leanne M. Williams**

**E. & O. E. GST/HST # 87042 1039 RT0001 \* GST/HST Exempt**

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 33 of The Solicitor's Act, interest will be charged at the rate of 4.00% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

*Payment can be made to us by:*

1. *Cheque Payable to Thornton Grout Finnigan LLP or*
2. *EFT or Wire Transfer to:*

*Account No. 027779-002*

*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*







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 18, 2023

**Attention: Matthew Marchand**

**Invoice No. 39887**  
**File No. 2068-001**

**RE: Carriage Ridge / Carriage Hills re General**

**TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: August 31, 2023**

**FEES**

- Aug-01-23 Emails regarding issues raised by J. Dart;
- Aug-09-23 Emails in respect of status of mortgage disputes;
- Aug-10-23 Emails in respect of owner dispute;
- Aug-14-23 Emails in respect of owner disputes;
- Aug-15-23 Emails in respect of owner disputes;
- Aug-16-23 Review draft Aide Memoire;
- Aug-17-23 Emails in respect of Aide Memoire and owner defaults; emails in respect of status of Dispute Notices;
- Aug-18-23 Attend case conference; review endorsement regarding same; email from C. Diana;
- Aug-21-23 Review emails from A. Boettger and L. Williams regarding process to address claim of owner currently engaged in litigation with co-owner with respect to ownership entitlement;
- Aug-24-23 Emails in respect of sale of delinquent accounts;
- Aug-28-23 Email from S. Babe in respect of sale of delinquent accounts;

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	2.40
Roxana Manea (Law Clerk)	0.20
Total Fees	\$2,170.00
HST (@ 13%) on Fees	<u>\$282.10</u>
<b>Total Fees and HST</b>	<b><u>\$2,452.10</u></b>
<b>TOTAL DUE &amp; OWING</b>	<b><u>\$2,452.10</u></b>
<b>Amount Owed by Carriage Hills Vacation Owners Association (69%) \$194.65 HST included</b>	<b><u>\$1,691.95</u></b>
<b>Amount Owed by Carriage Ridge Owners Association (31%) \$87.45 HST included</b>	<b><u>\$760.15</u></b>

**Thornton Grout Finnigan LLP**



Per: Leanne M. Williams

**E. & O. E. GST/HST # 87042 1039 RT0001 \* GST/HST Exempt**

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*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 23, 2023

Attention: **Matthew Marchand**

**Invoice No. 40004**  
**File No. 2068-001**

**RE: Carriage Ridge / Carriage Hills re General**

**TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending: September 30, 2023**


**FEES**

Sep-25-23 Review Aide Memoire;  
 Sep-26-23 Emails in respect of case conference; attend same;  
 Review endorsement of Justice Conway;

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	0.90		
Total Fees			\$787.50	
HST (@ 13%) on Fees			<u>\$102.38</u>	
<b>Total Fees and HST</b>				<b><u>\$889.88</u></b>
<b>TOTAL DUE &amp; OWING</b>				<b><u>\$889.88</u></b>
<b>Amount Owed by Carriage Hills Vacation Owners Association (69%)</b>				<b><u>\$614.02</u></b>
<b>\$70.64 HST included</b>				
<b>Amount Owed by Carriage Ridge Owners Association (31%)</b>				<b><u>\$275.86</u></b>
<b>\$31.74 HST included</b>				

**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](mailto:ychiu@tgf.ca)*





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 27, 2023

Attention: **Matthew Marchand**

**Invoice No. 40139**  
**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, 2023**

**FEES**

Oct-11-23 Emails in respect of timing of hearing;

Oct-19-23 Emails with J. Dart in respect of status of final distribution; emails with Receiver;

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	0.50		
Total Fees			\$437.50	
HST (@ 13%) on Fees			<u>\$56.88</u>	
<b>Total Fees and HST</b>				<b><u>\$494.38</u></b>
<b>TOTAL DUE &amp; OWING</b>				<b><u>\$494.38</u></b>
<b>Amount Owed by Carriage Hills Vacation Owners Association (69%) - \$39.25 HST included</b>				<b><u>\$341.12</u></b>
<b>Amount Owed by Carriage Ridge Owners Association (31%) - \$17.63 HST included</b>				<b><u>\$153.26</u></b>

**Thornton Grout Finnigan LLP**

Per: **Leanne M. Williams**

**E. & O. E. GST/HST # 87042 1039 RT0001 \* GST/HST Exempt**

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 33 of The Solicitor's Act, interest will be charged at the rate of 4.00% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

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*Institution No. 016 (HSBC Bank Canada)*

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*SwiftCode: HKBCCATT*

*Attention: Credit Services Department*

*Please send remittance advice to [ychiu@tgf.ca](mailto:ychiu@tgf.ca)*







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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

January 17, 2024

Attention: **Matthew Marchand**

**Invoice No. 40349**  
**File No. 2068-001**

**RE: Carriage Ridge / Hills re General**

**TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING for the period ending :December 31, 2023**

**FEES**

Nov-19-23 Email from J. Dart;  
Nov-21-23 Emails in respect of timing of distribution;  
Nov-23-23 Email regarding date for upcoming hearing;  
Dec-06-23 Email in respect of issues to consider to wind up estate;  
Dec-10-23 Emails with M. Marchand;  
Dec-12-23 Email from J. Dart;  
Dec-13-23 Attend conference call to discuss wind up of estate;

And to all other necessary telephone communications, attendances and correspondence with respect to the conduct of this matter.

<b><u>Lawyer</u></b>	<b><u>Hours</u></b>	
Leanne M. Williams	1.70	
Total Fees		\$1,487.50
HST (@ 13%) on Fees		<u>\$193.38</u>
<b>Total Fees and HST</b>		<b><u>\$1,680.88</u></b>
<b>TOTAL DUE &amp; OWING</b>		<b><u>\$1,680.88</u></b>

**Amount Owed by Carriage Hills Vacation Owners  
Association (69%) – \$133.43 HST included**

**\$1,159.81**

**Amount Owed by Carriage Ridge Owners  
Association (31%) – \$59.95 HST included**

**\$521.07**

**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*

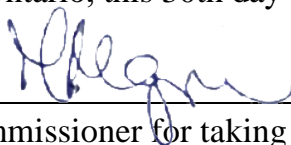
*Name of Bank - HSBC Bank Canada*

*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 before me at the City of Toronto, in the Province of Ontario, this 30th day of January, 2024.



---

A Commissioner for taking affidavits

**MARIA MAGNI**

**Maria Magni, a Commissioner, etc.,  
Province of Ontario, for  
Thornton Grout Finnigan LLP,  
Barristers and Solicitors.  
Expires June 5, 2024.**



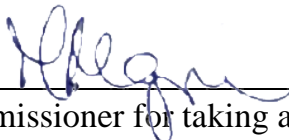
## EXHIBIT “B”

**Calculation of Average Hourly Billing Rates of  
Thornton Grout Finnigan LLP  
for the period April 1, 2023 to December 31, 2023**

<b>Bill of Costs &amp; Invoice #</b>	<b>Fees</b>	<b>Disbursements</b>	<b>HST</b>	<b>Total Hours</b>	<b>Average Hourly Rate</b>	<b>Total (Fees, Disb., HST)</b>
Twenty-Sixth Bill of Costs <b>39495</b>	\$19,810.00	00.00	\$2,575.30	25.70	\$770.82	\$22,385.30
Twenty-Seventh Bill of Costs <b>39563</b>	\$2,992.50	00.00	\$389.03	3.60	\$831.25	\$3,381.53
Twenty-Eighth Bill of Costs <b>39690</b>	\$1,137.00	00.00	\$147.88	1.30	\$874.62	\$1,285.38
Twenty-Ninth Bill of Costs <b>39797</b>	\$1,995.00	00.00	\$259.35	3.30	\$604.55	\$2,254.35
Thirtieth Bill of Costs <b>39887</b>	\$2,170.00	00.00	\$282.10	2.60	\$834.62	\$2,452.10
Thirty-First Bill of Costs <b>40004</b>	\$787.50	00.00	\$102.38	0.90	\$875.00	\$889.88
Thirty-Second Bill of Costs <b>40139</b>	\$437.50	00.00	\$56.88	0.50	\$875.00	\$494.38

Thirty-Third Bill of Costs <b>40349</b>	\$1,487.50	00.00	\$193.38	1.70	\$875.00	\$1,680.88
<b>TOTALS:</b>	<b>\$30,817.50</b>	<b>00.00</b>	<b>\$4,006.30</b>	<b>39.60</b>	<b>\$778.22</b>	<b><u>\$34,823.80</u></b>

This is Exhibit "C" referred to in the Affidavit of Leanne Williams sworn before me at the City of Toronto, in the Province of Ontario, this 30th day of January, 2024.



A Commissioner for taking affidavits

**MARIA MAGNI**

**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 April 1, 2023 to December 31, 2023**

	<u>Position</u>	<u>Rate 2023</u>	<u>Year of Call</u>
Leanne Williams	Partner	\$875	1999
Roxana Manea	Law Clerk	\$350	n/a

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 M. WILLIAMS  
(Sworn January 30, 2024 )**

**Thornton Grout Finnigan LLP**

Toronto-Dominion Centre  
100 Wellington Street West, Suite 3200  
Toronto, ON M5K 1K7  
Fax: 416-304-1313

**Leanne Williams (LSO#41877E)**

Tel: 416-720-0985  
Email: [lwilliams@tgf.ca](mailto:lwilliams@tgf.ca)

**Mitch Grossell (LSO#69993D)**

Tel: 416-315-2864  
Email: [mgrossell@tgf.ca](mailto:mgrossell@tgf.ca)

Lawyers for BDO Canada Limited

## APPENDIX U

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 JANUARY 31, 2024**

**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 December 20, 2022 to January 26, 2024, setting out the time spent, at the applicable rates together with details and dates of the work performed as Claims Officer. The total

attributable to Carriage Hills Vacation Owners Association, inclusive of fees and disbursements, excluding HST therein is \$50,964.94. With HST, the amount is \$57,590.38. The total attributable to Carriage Ridge Owners Association, inclusive of fees and disbursements, excluding HST therein is \$16,829.81. With HST, the amount is \$19,017.68.

3. The unbilled fees and estimated fees and disbursements for the completion of the Carriage Hills Vacation Owners Association matter, inclusive of disbursements of and HST, is \$2,500. The unbilled fees and estimated fees and disbursements for the completion of the Carriage Ridge Owners Association matter, inclusive of disbursements and HST, is \$2,500.

4. The following are the billing rates of the lawyers, clerks and articling students involved in the matter together with their year of call where applicable:

<b>Timekeeper</b>	<b>Hourly Rate</b>	<b>Year of Call</b>
Tim Duncan	\$460/\$500/\$525	2012
Alexander Evangelista	\$430	2019
Rosanna Cavaliere, Law Clerk	\$325	N/A

5. The hourly billing rates applied are Fogler, Rubinoff LLP's normal hourly rates. 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.



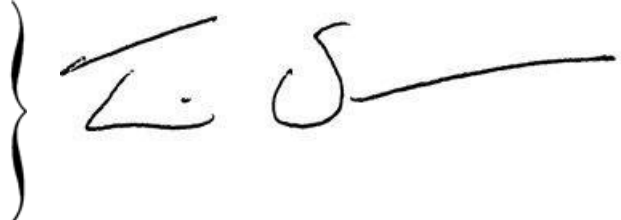
**SWORN** by Tim Duncan of the City of Toronto, before me at the City of Toronto, in the Province of Ontario, on January 31, 2024.



---

Commissioner for Taking Affidavits  
(or as may be)

**ALEXANDER EVANGELISTA**



---

**TIM DUNCAN**

This is Exhibit "A" referred to in the Affidavit of Tim Duncan sworn January 31, 2024.



---

*Commissioner for Taking Affidavits (or as may be)*

**ALEXANDER EVANGELISTA**

**Invoice Num: 22318442**

December 4, 2023

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](http://www.foglers.com)



**Our File: B4097 / 210790**  
**Carriage Hills and Carriage Ridge**

**FOR PROFESSIONAL SERVICES RENDERED** in connection with the above-noted matter to November 30, 2023, including:

<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>
Dec-20-22	TD	Communications from Subject Members.	0.30
Dec-21-22	TD	Communications from Subject Members; Receipt and review of return to sender packages and reference with other materials; Email to BDO, A. Boettger, M. Marchand regarding return to sender issues and proposed next steps.	1.40
Dec-22-22	TD	Communications from Subject Members.	0.10
Dec-23-22	TD	Communications from Subject Members.	0.20
Dec-28-22	TD	Communications from Subject Members.	0.10
Dec-30-22	TD	Email from M. Marchand regarding apportionment of costs; Claims Officer's costs apportionment review per terms of Collection Plan Order.	0.80
Jan-02-23	TD	Communications from Subject Members.	0.10
Jan-03-23	TD	Review of return to send issue; Emails to and from M. Marchand, A. Boettger and BDOCarriageHills regarding proposed court of action on return to sender materials and communications from Subject Members; Instructions regarding delivery of decision to Wai Ning Fong address.	0.40
Jan-04-23	TD	Emails to and from R. Cavaliere regarding time tracking mechanics in accordance with Court order.	0.10
Jan-05-23	TD	Emails and instructions regarding fresh delivery of Claims Decision to W. Fong; Emails regarding time attribution logistics; Receipt and review of additional RTS information; Communications from Subject Members.	0.30
Jan-09-23	TD	Communications from Subject Members.	0.20
Jan-11-23	TD	Communications from Subject Members and representatives.	0.10
Jan-13-23	TD	Communications from Subject Members.	0.10

<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>
Jan-16-23	TD	Communications from Subject Members; Emails from BDO and L. Williams regarding communications from Subject Members.	0.30
Jan-17-23	TD	Email from A. Boettger regarding status of batch 2 decisions.	0.10
Jan-18-23	TD	Communications from Subject Members; Phone call to M. Marchand regarding status of decisions; Email from L. Williams regarding proposed response to Subject	0.20
Jan-19-23	TD	Emails from BDO and L. Williams regarding responses to Subject Members; Further communications from Subject Members.	0.20
Jan-20-23	TD	Email from counsel to Subject Member.	0.10
Jan-25-23	TD	Email from S. Babe regarding proposed letter to Conway J.	0.10
Jan-27-23	TD	Letter from S. Babe regarding various issues in advance of next hearing and review of same.	0.20
Jan-30-23	TD	Communications from Subject Members; Email from Court staff regarding scheduling of case conference.	0.20
Jan-31-23	TD	Communications from Subject Members.	0.10
Feb-01-23	TD	Email from S. Babe regarding rescheduled motion.	0.10
Feb-02-23	TD	Communications from Subject Members.	0.10
Feb-06-23	TD	Communications from Subject Members and their representatives.	0.20
Feb-12-23	TD	Review of various discharged bankrupt scenarios and import of BIA provisions on Hills claims; Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing claims decision and deciding cost award on accounts 126085017176, 126085018769 and	3.30
Feb-13-23	TD	Memorandum of law in support of Consumer Proposal Claims Decisions; Review of security status of liens on Intervals; Review of security/lien provisions of TSA; Edits to template decisions.	1.40
Feb-13-23	TD	Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing claims decision and deciding cost award on account	2.40
Feb-14-23	TD	126085005519, 126085012772, 126085019182, Emails to and from A. Boettger and M. Marchand regarding second batch status.	0.20
Feb-15-23	TD	Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing claims decision and deciding cost award on account	1.20
Feb-15-23	TD	126085004546, 126085019954.	
Feb-15-23	TD	Review of Receiver's Claim and dispute package; Consideration of arguments and evidence on account 250251007696;	0.50
Feb-15-23	TD	Commence preparing memorandum of law regarding Limitations Arguments.	0.10
Feb-16-23	TD	Preparing memorandum of law in support of claims dealing with limitations arguments.	1.30
Feb-16-23	TD	Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing claims decision and deciding cost award on account of 126085004546, 126085015844.	1.30

<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>
Feb-17-23	TD	Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing claims decision and deciding cost award on account 126085006485, 126085012398, 126085019758, 126085001531, 126085007141.	4.30
Feb-18-23	TD	Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing certain claims decisions and deciding cost award on account 126085007141, 126085005244, 126085008087, 126085009079, 126085021811, 126085021816, 126085009079, 126085014641, 126085017108.	3.10
Feb-18-23	TD	Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing Claims Decision and deciding cost award on account 250251002312; 250251002339.	0.80
Feb-18-23	TD	Review of collection plan order, receiver's claim and TSA with respect to basis of interest as charged in Receiver's Claims; Review of application materials regarding annual timing of basic charge assessments; Memorandum of law dealing with impact of discharged bankrupts and discharged trustees.	2.60
Feb-19-23	TD	Review of Receiver's Claim and dispute package; Consideration of arguments and evidence on accounts, writing decisions and deciding costs awards 126085008073, 126085006073; 126085014593, 126085018900, 126085017982, 126085000357, 126085013664, 126085006224, 126085012727, 126085020305, 126085015996.	6.60
Feb-22-23	TD	Consolidating Claims Officer's Decision notes.	0.30
Feb-24-23	TD	Emails to and from S. Babe regarding upcoming case conference; Brief review of Receiver's Aide Memoire; Emails from Commercial List office and S. Babe regarding rescheduling of case conference.	0.30
Feb-27-23	TD	Emails from Commercial List and S. Babe regarding case conference scheduling.	0.20
Mar-01-23	TD	Communications from Subject Members.	0.10
Mar-12-23	TD	Review of Receiver's Claim and dispute package; Consideration of arguments and evidence on accounts 126085014641, 126085013664, 126085016073, 126085008073, 126085017108, 126085006224 and 126085012727; Writing claims decision and deciding cost award on accounts 126085014641, 126085013664.	1.10
Mar-14-23	TD	Inquiries with bankruptcy trustees pertaining to accounts 126085009079, 126085017108, 126085008073, 126085016073, 126085006224, 126085012727; Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing claims decision and deciding cost award on account 126085017108, 126085008073, 126085016073, 126085001744, 126085002015.	4.10
Mar-19-23	TD	Brief review of decision on consumer proposal.	0.20

<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>
Mar-20-23	TD	Review of Receiver's Claim and dispute package; Consideration of arguments and evidence on account 1260850021804; Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing claims decision and deciding cost award on account 126085002450, 126085007479, 126085003895, 126085020201, 250251004109, 126085017980, 126085008693, 126085019256, 126085019163, 12608509026, 126085009079, 126085021343, 126085017666; Emails to bankruptcy trustees with information inquiries.	5.90
Mar-21-23	TD	Review of Receiver's Claim and dispute package; Consideration of arguments and evidence on account 126085009646, 126085017543, 126085014560; Costs award adjustments on written decisions for rate changes; Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing claims decision and deciding cost award on account 126085010303, 126085020006.	2.90
Mar-22-23	TD	Emails to and from S. Babe and C. Doyle regarding case conference; Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing claims decision and deciding cost award on account 126085001802, 126085019942, 126085012620, 126085002221, 126085007591, 126085020004; Email from A. Boettger regarding status of Claims Decisions.	4.00
Mar-23-23	TD	Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing claims decision and deciding cost award on account 250251003585, 250251000638, 250251006625.	2.80
Mar-24-23	TD	Email to A. Boettger and M. Marchand regarding status of Claims Decisions.	0.20
Mar-25-23	TD	Drafting information request for Receiver.	0.50
Mar-26-23	TD	Review of general form of Receiver's Claim; Preparing correspondence to Receiver with inquiries on various issues to resolve outstanding Claims Decisions; Email to A. Boettger and M. Marchand regarding issues to resolve remaining Claims Decisions.	1.30
Mar-26-23	TD	Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing claims decision and deciding cost award on account 126085006224 and 126085012727.	0.60
Mar-27-23	TD	Communications from Subject Members; Email from M. Marchand regarding specific account inquiries.	0.20
Mar-28-23	TD	Email from S. Babe regarding rescheduling of case conference; Emails to and from C. Doyle regarding rescheduling of case conference.	0.20
Mar-29-23	TD	Emails to and from M. Marchand and A. Boettger regarding fee affidavit; commence outline of fee affidavit.	0.40
Apr-02-23	TD	Preparing draft fee affidavit; Email to M. Marchand and A. Boettger regarding draft fee affidavit.	0.40

<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>
Apr-03-23	TD	Emails to and from M. Marchand and A. Boettger regarding fee affidavit.	0.10
Apr-04-23	TD	Email from A. Boettger regarding fee affidavit information; Swearing fee affidavit; Email from A. Boettger with Receiver's responses to Claims Officer inquiries and review of same; Email providing Claims Officer's fee affidavit.	0.90
Apr-12-23	TD	Emails to and from M. Marchand and A. Boettger regarding estimate timeframe for decisions.	0.30
Apr-13-23	TD	Email from M. Marchand regarding issuance of remaining claims decisions.	0.10
Apr-14-23	TD	Emails from C. Doyle regarding motion records for Ridge and Hills;.	0.20
Apr-16-23	TD	Review of Receiver's motion records for Hills and Ridge; Diarize Zoom hearing details; Emails to and from S. Babe and M. Marchand regarding draft ancillary order issues.	1.30
Apr-19-23	TD	Review of Caselines uploads following notification.	0.10
Apr-20-23	TD	Emails from C. Doyle regarding facta and Book of Authorities of Receiver and brief review of same.	0.20
Apr-21-23	TD	Review of revisions to ancillary orders dealing with Claims Officer's fee affidavit.	0.20
Apr-22-23	TD	Communications from Subject Members.	0.10
Apr-23-23	TD	File review and prepare submissions outline.	0.20
Apr-24-23	TD	Review materials; Attend on motion before Madam Justice Conway; Email from L. Brzezinski; Receipt and review of Orders and Endorsement following attendance.	2.00
Apr-29-23	TD	Review of Receiver response regarding dispute package; Consideration of arguments and evidence; Writing claims decision and deciding cost award on accounts 126085019063, 126085014018, 126085009646, 126085021136, 126085020004; Working with Receiver's formula on interest calculations; Email to A. Boettger and M. Marchand with follow up questions.	3.80
May-02-23	TD	Email from A. Boettger regarding Receiver responses on outstanding issues; Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing claims decision and deciding cost award on account 250521008197, 126085021804, 126085014560.	2.90
May-03-23	TD	Communications from Subject Members.	0.10
May-04-23	TD	Review of Receiver's Claim and dispute package; Consideration of arguments and evidence; Writing claims decision and deciding cost award on account 250251002312, 126085017543, 126085012620, 126085019942; Email from A. Boettger regarding status of claims decisions; Drafting template cover letters; Preparing instructions on customization of all cover letters and assembly of all mailings.	3.40
May-04-23	RTC	Received email with instructions, draft cover letter template and address list for Batch 2 Claims Decisions; Receiving and reviewing emails from V. Galvis and T Duncan re confirmation of updated list.	0.20



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>
May-05-23	TD	Communications from Subject Members; Review of Master Contact List per portal; Emails to and from A. Boettger and M. Marchand regarding updated contact information.	0.80
May-05-23	RTC	Sending documents and instructions to C. Alexander to prepare address labels for mailing of Claims Decisions.	0.40
May-06-23	TD	Finalizing Batch 2 Claims Decisions.	5.30
May-07-23	TD	Finalizing Batch 2 Claims Decisions; TitanFile Uploads; Instructions to R. Cavaliere regarding claims decisions for delivery.	1.90
May-08-23	TD	Emails to and from A. Boettger, M. Marchand and R. Cavaliere regarding updated contact lists for Subject Members for delivering claims decisions.	0.30
May-09-23	TD	Emails to and from R. Cavaliere regarding preparation of claims decision cover letters.	0.20
May-09-23	RTC	Receiving and reviewing labels from C. Alexander; Receiving and reviewing list from A. Boettger and cross-reference with our list; Add in new addresses and email addresses for letters and labels; Instructions to C. Alexander re preparing cover letters for Claims Decisions.	1.50
May-10-23	TD	Emails to and from R. Cavaliere regarding instructions on various activities to prepare Claims Decisions for issuance and delivery; Communications from Subject Members.	0.60
May-10-23	RTC	Printing copies of all Claims Decisions; printing labels, printing cover letters; Sorting and assembling address labels, cover letters and Claims Decisions to prepare for mail.	5.00
May-11-23	TD	Instructions to R. Cavaliere and K. Demasi regarding Claims Decisions preparation for issuance and review of assembled materials.	0.90
May-11-23	RTC	Continued with sorting and assembling of labels with cover letters and Claims Decisions to prepare for mailing; Cross-referencing against both lists.	3.50
May-11-23	RTC	Converting Claims Decisions to pdf format to send to Subject Members; Drafting emails to Subject Members for Batch 2 with attachments of cover letter and Claims Decisions and prepare to send.	3.50
May-12-23	TD	Instructions regarding delivery of claims decisions; Communications from Subject Members.	0.50
May-12-23	RTC	Continued drafting emails to Subject Members with attached documents; Emails to Subject Members with Claims Decisions and Cover Letters; Mail to Batch 2 Subject Members with cover letters and Claims Decisions; Monitor and note emails to Subject Members returned as undeliverable.	4.00
May-15-23	TD	Review of Claims Decisions Appeals Procedure Order and noting procedure; Emails and phone calls to and from R. Cavaliere regarding development of list of delivery/service and results; Communications from Subject Members; Emails to and from A. Boettger and M. Marchand regarding delivery of Claims Decisions.	1.60



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>
May-15-23	RTC	Upload Claims Decisions and Cover Letters to Batch 2 folders in TitanFile channel.	1.00
May-16-23	TD	Communications from Subject Members; Email from R. Cavaliere regarding delivery of decision materials to Receiver.	0.30
May-16-23	RTC	Update Excel spreadsheet for Batch 2 with new email addresses, addresses and returned email notifications; upload emails to Subject Members for Batch 2 to TitanFile channel.	3.50
May-17-23	TD	Communications from Subject Members.	0.10
May-18-23	TD	Communications from Subject Members; Email from S. Babe regarding case conference scheduled.	0.30
May-19-23	TD	Communications from Subject Members.	0.40
May-20-23	TD	Communications from subject members.	0.10
May-23-23	TD	Communications from Subject Members.	0.10
May-23-23	TD	Communications from Subject Members.	0.30
May-24-23	TD	Communications from Subject Members; Review of returned mail and email and instructions on responding logistics; Email from A. Boettger regarding status of appeals.	1.60
May-25-23	TD	Communications from Subject Members.	0.20
May-26-23	TD	Communications from Subject Members; Review of all communications from Subject Members, bounce-backs and RTS; Emails to and from A. Boettger, Marchand and BDO regarding communications, bounce-backs and RTS; Further communications from Subject Members; Email from S. Babe regarding response to Subject Member.	1.90
May-28-23	TD	Communications from Subject Members.	0.10
May-29-23	TD	Email from R. Cavaliere regarding Subject Member communications.	0.10
May-30-23	TD	Communications from Subject Members and representatives.	0.50
May-31-23	TD	Email to CarriageHills setting out further contacts from Subject Members; Emails to and from S. Babe and M. Marchand regarding appeal motion scheduling.	0.20
Jun-03-23	TD	Communications from Subject Members; Email to Receiver regarding communications received.	0.20
Jun-06-23	TD	Emails to and from R. Cavaliere regarding RTS and bounceback issues; Review of K. Dzsudzszak returns and bouncebacks; Email to A. Boettger, M. Marchand, R. Cavaliere and BDO regarding return and other issues; Email from C. Doyle regarding case conference coordinates.	0.80
Jun-07-23	TD	Email from A. Boettger regarding responses from Subject Members and revised appeal period for K. Dzsudzszak claims decisions; Instructions regarding new delivery of Claims Decisions to K. Dzsudzszak.	0.40
Jun-09-23	TD	Communications from Subject Members; Email from S. Babe regarding Endorsement of Madam Justice Conway and review of same.	0.50
Jun-29-23	TD	Communications from subject members and representatives; File review; Email to A. Boettger and M. Marchand regarding correspondence from subject members/representatives.	0.70
Jul-06-23	TD	Communications from subject members and representatives.	0.10

<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>
Jul-29-23	TD	Communications from Subject members.	0.20
Aug-18-23	TD	Email from C. Doyle regarding endorsement of Court; Receipt and review of endorsement of Madam Justice Conway.	0.30
Sep-07-23	TD	Emails regarding returned information review of associated information about mailing.	0.20
Sep-25-23	TD	Caselines updates and review of Aide Memoirs filed by Receiver.	0.30
Sep-26-23	TD	Receipt of CaseLines updates; Download and review court endorsements; Email to M. Marchand and A. Boettger regarding motion to approve non-challenge of appeals and approvals of fees.	0.40
Sep-29-23	TD	Receipt and review of RTS materials; Review records on prior mailings; Emails to and from M. Marchand and A. Boettger regarding RTS materials and prior mailing information.	0.50
Nov-11-23	TD	Brief file status review.	0.10
Nov-21-23	TD	Email from A. Boettger regarding Claims Officer's Report.	0.10
Nov-22-23	TD	File review; Emails to and from M. Marchand and A. Boettger regarding Claims Officer's Report.	0.50

**OUR FEE HEREIN:****\$57,429.00****Summary of Fees**

<u>Initials</u>	<u>Total Time</u>	<u>Hourly Rate</u>	<u>Value</u>
RTC	22.60	325.00	7,345.00
TD	100.40	498.84	50,084.00

**Disbursements**

Taxable	Postage/Registered Mail	\$102.41
Taxable	Prints	\$245.40
Taxable	Scanning	\$2.50
Taxable	Telephone	\$2.64

Total Disbursements	\$352.95
Total Fees and Disbursements	\$57,781.95
HST @ 13% on Fees and Taxable Disbursements	\$7,511.65
<b>Total Fees, Disbursements and Taxes this Bill</b>	<b>\$65,293.60</b>

**Balance Due: \$65,293.60**

INITIALS	TOTAL TIME CARRIAGE HILLS	VALUE CARRIAGE HILLS	TOTAL TIME CARRIAGE RIDGE	VALUE CARRIAGE RIDGE
TD (2022)	2.0	\$920.00	0.9	\$414.00
TD (2023)	79.45	\$39,725.00	18.05	\$9,025.00
RTC	15.6	\$5,070.00	7.0	\$2,275.00
<b>Total fees:</b>		<b>\$45,715.00</b>		<b>\$11,714.00</b>
<b>Disbursements:</b>		<b><u>\$243.54</u></b>		<b><u>\$109.41</u></b>
<b>Total fees &amp; disbursements:</b>		<b>\$45,958.54</b>		<b>\$11,823.41</b>
<b>HST @ 13%</b>		<b><u>\$5,974.61</u></b>		<b><u>\$1,537.04</u></b>
<b>Total fees, disbursements and taxes</b>		<b>\$51,933.15</b>		<b>\$13,360.45</b>

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FOGLER, RUBINOFF LLP**



**Tim Duncan**

THIS ACCOUNT BEARS INTEREST, COMMENCING ONE MONTH AFTER DELIVERY, AT THE RATE OF 4.80% 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.

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**Invoice Num: 22401386**

January 30, 2024

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  
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**Our File: B4097 / 210790**  
**Carriage Hills and Carriage Ridge**

**FOR PROFESSIONAL SERVICES RENDERED** in connection with the above-noted matter to January 30, 2024, including:

<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>
Dec-05-23	TD	Commence outlines for Claims Officer's Report and fee affidavit.	0.60
Dec-17-23	TD	File and communications review in advance of drafting Claims Officer's Reports; Commence draft outline of Claims Officer's Report; Email to M. Marchand and A. Boettger regarding listing of non-appealed decisions.	2.90
Dec-18-23	TD	Emails to and from A. Boettger and M. Marchand regarding Receiver's listing of unappealed claims and applicable appeal periods; Brief review of listing.	0.40
Dec-19-23	TD	Emails to and from A. Boettger and M. Marchand regarding unappealed decisions and appeal periods.	0.30
Jan-01-24	TD	Outlining next tasks in drafting Claims Officer's report.	0.50
Jan-02-24	TD	Drafting Claims Officer's Report; Review of locations of information in support of report for purposes of preparing summary tables; Phone call with B. Kaddoura regarding instructions for table creation in support of Claims Officer's Reports; Email to B. Kaddoura regarding background information from Receiver on Unappealed Decisions;.	2.10
Jan-03-24	TD	Draft Claims Officer's Report.	0.50
Jan-04-24	TD	Emails and phone calls to and from B. Kaddoura regarding tables for inclusion in Claims Officer's Reports; Review of first draft of tables.	0.50
Jan-05-24	TD	Emails to and from B. Kaddoura regarding tables for Claims Officer's Report.	0.10
Jan-08-24	TD	Emails to and from B. Kaddoura regarding spreadsheets for report and review of same; Instructions for changes to tables and further confirmation of figures.	0.60



<u>Date</u>	<u>Lawyer</u>	<u>Description</u>	<u>Hrs</u>
Jan-09-24	TD	Emails to and from B. Kaddoura regarding continued assembly of tables and edits to same; Phone call to discuss assembly of decisions and confirming amounts.	0.60
Jan-10-24	TD	Emails from B. Kaddoura regarding tables and comparison with decisions.	0.10
Jan-14-24	TD	Email from A. Boettger regarding status of Claims Officer's Report; Reviewing tables of figures as against written decision language and confirming figures; Drafting Claims Officer's Reports; Draft outline of fee affidavit.	3.80
Jan-15-24	TD	Emails to and from A. Boettger and M. Marchand regarding draft claims officer's reports and fee affidavit; Edits to draft reports; Instruction to B. Kaddoura regarding confirmation of figures in tables for reports, assembly of appendices.	0.60
Jan-16-24	TD	Email from A. Boettger regarding contents of Batch 1 and Batch 2 releases; Review of PDF assemblies of Claims Officer's Reports and edit; Review of tables of Batch 1 and 2 Decisions and Unnapped Decision amounts included in Reports; Email to B. Kaddoura regarding further necessary amendments to Report Tables.	2.00
Jan-17-24	TD	Email from B. Kaddoura regarding revised charts.	0.10
Jan-18-24	TD	Review of tables and reports as revised; Edits to finalize draft reports; Consideration of CO discharge question.	1.50
Jan-19-24	TD	Consideration of Claims Officer discharge issue; Email from A. Boettger regarding Claims Officer's Reports.	0.20
Jan-22-24	TD	Emails to and from B. Kaddoura regarding amendments to Claims Officer's Reports to deal with personal information of Subject Members; Amendments to draft reports; Emails to and from A. Boettger and M. Marchand regarding revised approach to Subject Member information in reports and issue of discharge; Edits to draft fee affidavit.	1.10
Jan-24-24	TD	Emails to and from B. Kaddoura regarding finalizing reports; Emails to and from A. Boettger, M. Marchand regarding approach to discharge of Claims Officer.	0.20
Jan-25-24	TD	Emails to and from A. Boettger and M. Marchand regarding discharge of Claims Officer.	0.20
Jan-26-24	TD	Emails to and from S. Babe, A. Boettger and M. Marchand regarding discharge of Claims Officer; Instructions to provide finalized reports.	0.30

**OUR FEE HEREIN:**

**\$9,975.00**

**Summary of Fees**

<u>Initials</u>	<u>Total Time</u>	<u>Hourly Rate</u>	<u>Value</u>
TD	19.20	519.53	9,975.00

**Disbursements**



Taxable Prints

\$37.80

Total Disbursements	\$37.80
Total Fees and Disbursements	\$10,012.80
HST @ 13% on Fees and Taxable Disbursements	\$1,301.66
<b>Total Fees, Disbursements and Taxes this Bill</b>	<b>\$11,314.46</b>

**Balance Due: \$11,314.46**

INITIALS	TOTAL TIME CARRIAGE HILLS	VALUE CARRIAGE HILLS	TOTAL TIME CARRIAGE RIDGE	VALUE CARRIAGE RIDGE
TD (2023)	2.1	\$1,050.00	2.1	\$1,050.00
TD (2024)	7.5	\$3,937.50	7.5	\$3,937.50
<b>Total fees:</b>		<b>\$4,987.50</b>		<b>\$4,987.50</b>
<b>Disbursements:</b>		<b>\$18.90</b>		<b>\$18.90</b>
<b>Total fees &amp; disbursements:</b>		<b>\$5,006.40</b>		<b>\$5,006.40</b>
<b>HST @ 13%</b>		<b>\$650.83</b>		<b>\$650.83</b>
<b>Total fees, disbursements and taxes</b>		<b>\$5,657.23</b>		<b>\$5,657.23</b>

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FOGLER, RUBINOFF LLP**

**Tim Duncan**

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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 JANUARY 31, 2024**

**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**

**CLAIMS OFFICER'S REPORT**

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

**CLAIMS OFFICER'S REPORT**

**JANUARY 22, 2024**

## 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.
16. On December 3, 2021, the Claims Officer completed a Default Judgment Report (the "**First Default Judgment Report**"), a copy of which is attached hereto (with its own appendices removed) as Appendix "D". On December 17, 2021, the Honourable Madam Justice Conway granted an Omnibus Default Judgment Order as against the Defaulting Subject Members set out in the First Default Judgment Report. A copy of the Omnibus Default Judgment Order is attached hereto as Appendix "E".

#### **FURTHER MANDATE OF THE CLAIMS OFFICER**

17. 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.

18. 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.
19. After the passage of 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.
20. 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. 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. 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 a 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.

21. 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. Following the expiry of the Appeal Period, the Claims Officer shall prepare and file with the Court the Claims Officer's Report summarizing the Claims Decisions which are not appealed within the applicable Appeal Period.

#### **TEST FOR JUDGMENT**

22. As noted above and as set out in the Receiver's Collection Plan Order, 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.

#### **CLAIMS OFFICER'S REVIEW OF DISPUTED CLAIMS AND RELATED EVIDENCE AND ISSUANCE OF CLAIMS DECISIONS**

23. The Receiver made available to the Claims Officer a total of fifty-one (51) Dispute Packages for the Claims Officer's review and adjudication. The Claims Officer thereafter proceeded to conduct an overview of the dispute materials provided by the Receiver, together with the specific requirements of the Receiver's Collection Plan Order in order to:

(a) develop a Dispute Package review program, including arrangements to track time per dispute and assign an appropriate cost award; and (b) develop a Claims Decision template to assist with consistency in adjudication and the writing of all Claims Decisions. The Claims Officer reviewed the nature of the disputes as outlined in the Dispute Packages and prepared a legal analysis framework to support the adjudication of Claims Decisions and the provision of reasons in support thereof.

24. The Claims Officer proceeded next with a more focused review of each of the disputes and the general nature of the evidence tendered with respect to the disputes. As this process moved forward, the Claims Officer began writing some of the first Claims Decisions in draft format. In consultation with the Receiver and its counsel, the decision was made by the Claims Officer not to release/issue any Claims Decisions in a piecemeal fashion but to instead allow draft Claims Decisions to so remain (in draft) to allow for a "body" of draft Claims Decisions to begin to take shape. This presented the Claims Officer with an appropriate degree of flexibility in preparing the Claims Decisions. Given that a good number of the disputes could be seen to turn on common legal and evidentiary issues, efficiency and consistency were greatly improved by this approach and the Claims Officer would be able to render and write Claims Decisions in a more fully informed and coordinated fashion. Put another way, this approach helped to ensure that no particular Claims Decision would suffer from having been reviewed and written first, or last. The Receiver and Claims Officer agreed that the interests of fairness clearly weighed in favour of this approach.
25. The Claims Officer proceeded to sort and confirm the disputes by subject matter and thereafter moved to thoroughly review the evidence, make limited further inquiries, fully

adjudicate disputes and write Claims Decisions for certain disputes falling into similar categories of legal and evidentiary issues.

26. Having proceeded with the review of the disputes and the writing of many of the Claims Decisions in draft, the Claims Officer in consultation with the Receiver determined that it would be appropriate to release a first "batch" of Claims Decisions in early December 2022 (the "**Batch 1 Decisions**"). As such, on December 2, 2022, the Claims Officer released and delivered to the Receiver and the relevant Subject Members a total of forty-three (43) decided Claims Decisions. Attached hereto and marked as Appendix "F" is the Claims Officer's table of information setting out the delivery details for the Batch 1 Decisions. At the request of the Receiver, the Claims Officer has refrained from including the mailing and emailing addresses for the Subject Members in order to avoid any unnecessary disclosure of the personal information of the Subject Members.
27. Following completion of the delivery of the Batch 1 Decisions it came to the Claims Officer's attention that it was likely the case that one of the Batch 1 Decisions had not been successfully delivered to relevant Subject Member due to an incorrect mailing address. The Claims Officer re-released the subject Claims Decision to the corrected mailing address on January 5, 2023 and notified the relevant Subject Member and the Receiver that the applicable appeal period for same should be adjusted.
28. The Claims Officer's second "batch" of Claims Decisions was released in May 2023 (the "**Batch 2 Decisions**"). The disputes underlying the Batch 2 Decisions generally involved somewhat greater complexity than the Batch 1 Decisions with respect to the legal principles involved or evidentiary questions encountered by the Claims Officer. With

respect to some of the disputes underlying the Batch 2 Decisions, the Claims Officer sought out further information beyond that which was included in the Dispute Packages to resolve the issues involved and this contributed to the decision to release two separate batches of decisions. On May 12, 2023, the Claims Officer released and delivered to the Receiver and the relevant Subject Members a total of eight (8) decided Claims Decisions by mailing and emailing as available for each party. Attached hereto and marked as Appendix "G" is the Claims Officer's table of information setting out the delivery details for the Batch 2 Decisions. At the request of the Receiver, the Claims Officer has refrained from including the mailing and emailing addresses for the Subject Members in order to avoid any unnecessary disclosure of the personal information of the Subject Members.

29. Following the issuance of both the first and second batches of Claims Decisions, the Claims Officer began to receive a large number of communications from Subject Members and/or their representatives. Without attempting a comprehensive commentary on the communications received, the Claims Officer received a wide range of comments and questions ranging from relatively straightforward logistical questions to responding comments of a more aggressive nature. The Claims Officer notes that these communications were received despite the enclosure with all Claims Decisions of explicit advice that the Claims Officer was to play no role in any appeals of the Claims Decisions. The Claims Officer did review all such communications received but, keeping in mind that he was to have no role in the Appeal Process and also in view of the fact that a great many of the communications received were concurrently being sent directly to the Receiver in any event, the Claims Officer generally refrained from responding directly to Subject Members and/or their representatives. The Claims Officer did bring certain specific issues

and communications to the attention of the Receiver as he deemed appropriate in consultation with the Receiver and did so in detail where appropriate and in summary format where appropriate. The Claims Officer did attend to any apparent issues with delivery of the Claims Decisions as uncovered upon receipt of Return to Sender mail or undeliverable email "bouncebacks", as the case may be.

30. On December 18, 2023, the Receiver provided the Claims Officer with a listing of all Claims Decisions not appealed within the applicable Appeal Period. The subject Claims Decisions, of which there were thirty-three (33) in number, were reviewed and confirmed by the Claims Officer prior to the writing of the within report. The award details of those Unappealed Claims Decisions are set out in summary fashion as "Appendix H" to this Report and involved awards in favour of the Receiver in the total amount of \$328,961.30, plus costs. The relevant Unappealed Claims Decisions themselves are attached hereto as Appendix "I".

#### **CLAIMS OFFICER'S RECOMMENDATIONS**

31. Having reviewed the Claims Decisions and being satisfied that the Claims Decisions have been duly served on the applicable Subject Members and being advised by the Receiver that said Subject Members did not appeal the Claims Decisions within the applicable Appeal Period, the Claims Officer believes that the Receiver is entitled, under paragraph 48 of the Receiver's Collection Plan Order, to judgment against the applicable Subject Members set out in Appendices "H" and "I" hereto, in the amounts set out therein. Accordingly, the Claims Officer recommends that the Court grant judgment in favour of

Ridge against the Subject Members listed in Appendix "H" in the respective amounts set out therein.

A handwritten signature in black ink, appearing to read "T. Duncan", written in a cursive style.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021

# **Appendix "A"**

**TO THE CLAIMS OFFICER'S REPORT DATED  
JANUARY 22, 2024**

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 F - Carriage Ridge Amended and Restated Appointment Order, dated December 11, 2020
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## 1.0 INTRODUCTION AND PURPOSE OF REPORT

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### 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 5<sup>th</sup> 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 5<sup>th</sup> 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

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### 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

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### 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
<b>Total</b>	<b>\$ 15,353,026</b>	<b>9,773,865</b>	<b>25,126,891</b>

- 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.

<b>Categories of Delinquent Accounts</b>			
	<b>Carriage Hills</b>	<b>Carriage Ridge</b>	<b>Total</b>
With the Associations for collection	463	368	831
With a collection agency	1,112	420	1,532
With legal counsel	359	223	582
<b>Total Delinquent Member Accounts</b>	<b>1,934</b>	<b>1,011</b>	<b>2,945</b>

- 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

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- 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**

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- 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***

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**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 CLAIMS OFFICER'S REPORT DATED  
JANUARY 22, 2024

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	TUESDAY, THE 16 <sup>TH</sup>
	)	
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](mailto: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](mailto: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](mailto:smitra@airdberlis.com)

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

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

E-mail: [sbabe@airdberlis.com](mailto: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 CLAIMS OFFICER'S REPORT DATED  
JANUARY 22, 2024**

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

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

THE HONOURABLE MADAM	)	WEDNESDAY, THE 10 <sup>TH</sup>
	)	
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.



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**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](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718  
E-mail: [sbabe@airdberlis.com](mailto: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  
E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**  
Tel: (416) 865-7718  
E-mail: [sbabe@airdberlis.com](mailto: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 "D"**

TO THE CLAIMS OFFICER'S REPORT DATED  
JANUARY 22, 2024

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.



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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021

# **Appendix "E"**

**TO THE CLAIMS OFFICER'S REPORT DATED  
JANUARY 22, 2024**

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

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

THE HONOURABLE MADAM	)	FRIDAY, THE 17 <sup>TH</sup>
	)	
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., counsel for Lori Smith and Bruce Fleming and counsel for David and Phyllis Lennox and the submissions of Christopher Diana 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 6, 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.

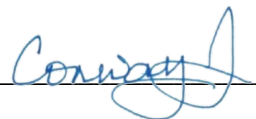
3. **THIS COURT ORDERS** that each Defaulting Subject Member is hereby noted in default.

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.



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**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
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250251007382 SWAN, MARK	3839.05875
250251007414 HILLIARD, PATRICIA	3839.05875
250251007458 HOWE, MARGARET	3839.05875
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250251007517 HUGHES, ANTHONY	3839.05875
250251007607 STEVENETT, JOHN	3839.05875
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250251007900 KARABABAS, MARIA	3839.05875
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250251007925 101204575 SASKATCHEWAN LTD,	3839.05875
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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
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250251002879	WINSTONE, CANDACE	3984.61875
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250251003652	LOWRIE, JUNE	3984.61875
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250251103557	MITCHELL, DIANE	3984.61875
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250251000694	PUGH, LAURI	4070.94875
250251007127	DONAHUE, LAWRENCE	3077.725
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250251008345	MORDEN, TODD	4467.2225
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250251001365	SHAW, TIMOTHY WILLIAM	5094.4325
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250251002519	DONNELLY, SAMUEL	5488.69625

250251006176	SPEEDE, ALIYMA	5645.14
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250251002710	STYLES, PAUL M	5885.35
250251006390	QUINTANILLA, FELIPE	5955.97625
250251008055	FAIRBARN, MONIKA	5984.97375
250251007697	KOCH, CAROL	6067.30125
250251008238	HOPKINS, DIANA MARIE	6090.97125
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250251003277	HARDING, NYCOLE	6290.98375
250251000979	JACKO-WILLIAMS, MARIAN	6305.2
250251001607	GAGNE, TERRY	6312.11375
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250251001413	ATHANASIOS, MARY	6323.6775
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250251000178	MCCRUM, CARRIE	6347.5425
250251000660	JOHNSON, DEREK	6347.5425
250251001721	ANDERSON, KATHERINE	6347.5425
250251003204	COTTIER, DERON J	6348.035
250251000171	HOILETTE, KAREN	6351.965
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250251001258	DENNIS, DAVID	6393.27125
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250251008284	SHEEHAN, KEVIN	5399.97125
250251008304	DELAND, ALAIN	6399.97125
250251008355	MCORMOND, JOSEE	6399.97125
250251008402	ADAMS, CHAD	6399.97125
250251008407	DERRICK, TIMOTHY	6399.97125
250251008459	SADA, JAIME GUTIERREX	6399.97125
250251005940	WEESE, MARTIN	6403.9425
250251002883	CARTER, COLLIS QUINN	6423.6775
250251003955	MCNABB, AILEEN	6444.8575
250251003996	NIBLOCK, ANNIE E	6469.85
250251002944	PREECE, JOANNE G	6503.9425
250251005430	NADELA, EDMUND	6506.43875
250251002607	HENDERSON, STEPHEN	6554.06125
250251003650	POORANACHANDRAN, MAYOORAI	6603.4425
250251007813	VANDOOREN, RITA	6670.68
250251002329	WILSON, DAVID	6820.7
250251007405	MILLER, BEVERLY	6885.18625

250251006749	KUYPERS, LINDA	5891.73
250251008412	VAN BERKEL, ALICE	6948.0075
250251004659	ARTZ-IFFLAND, KATHLEEN	7309.515
250251004881	FORTIER, JULES	7594.75375
250251005203	DUARTE, MARLENE	8350.7175
250251000162	CARSON, WARREN	8379.3925
250251005907	MANTINI, SCOTT	8438.20375
250251001280	WOODWARD, CHARLES WILLIAM	7552.68125
250251000087	WOODWARD, CHARLES WILLIAM	8557.18125
250251006892	ANNUNZIELLO, JOHN	8809.6275
250251000946	LEMYRE, ALLISON	8815.51625
250251002079	PROSSER, KIMBERLEY	8815.51625
250251002384	DUDLEY, ROBERT	8815.51625
250251002632	STRONGHILL, SCOTT	8815.51625
250251002653	SUMMERS, ORVILLE	8815.51625
250251002789	BECK, MILKA	8815.51625
250251002871	RONSON, MATTHEW	7815.51625
250251003004	ATKIN, JACQUI	7815.51625
250251003163	ADEGUNLEHIN, EUNICE	8815.51625
250251003598	WRIGHT, KEVIN	8815.51625
250251003624	RAMSAY, SYDNEY	8815.51625
250251003673	SCAFIEZZO, MONICA	8815.51625
250251003675	CEDROFF, B EILEEN	8815.51625
250251003680	DAVIS, RACHAEL MARIAN	8815.51625
250251003964	MELKERT, GERALD WILLIAM	8815.51625
250251004414	LAM, KENNETH	8815.51625
250251004523	MAITLAND, CHRISTOPHER	8815.51625
250251004534	NEABEL, BRIAN	8815.51625
250251005665	TULLOCH, MUSLENA	8815.51625
250251006334	BARNARD, KEVIN JAMES	7815.51625
250251006467	WOLSCHT, PAUL	8815.51625
250251007292	PICHLER, BETTY	8815.51625
250251007943	REGALADO, JAVIER LAZARO	8815.51625
250251003488	BARANIK, DOUG	8815.5275
250251006101	MONGIAT, FERNANDO	8829.115
250251000818	PUCKNELL, TAMMY	8853.87
250251000452	KAUR, MANJIT	8860.27
250251001459	RUSSO, REBECCA ANGELA	8860.27
250251004916	CROSSLAND, MELISSA	8860.27
250251006012	MOUCHIAN, NOUART	8860.27
250251006042	RONSON, MATTHEW	8860.27
250251007632	KUCHUREAN, NANCY	8860.27
250251007933	SALMON, YVONNE	8860.27
250251008240	SHEEHAN, KEVIN	7860.27
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250251008303	BARNARD, KEVIN	7860.27
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250251001333	WILLIAMS, JOSEPH	8889.51625
250251000481	MOSER, LARRY	7900.70125
250251000545	CHEEK, CONSORCIA	8900.70125
250251000731	LUCAS, MARJORIE	8900.70125
250251001499	VALENCIA, ESTRELLITA	8900.70125
250251001767	SPYROU, NICOLE CELINA	8900.70125
250251001981	STRAKER, WALTER	8900.70125
250251002572	CHURLY, YVONNE ANNETTE	8900.70125
250251003977	VOGEL, PHILIP	7900.70125
250251004525	DONAHUE, LAWRENCE	8900.70125
250251004938	MUSCHETT, MARK	8900.70125
250251005613	MILLS, JOHN ALAN	8900.70125
250251005808	CHOMYN, GEORGE	8900.70125
250251006565	QUEENSBOROUGH, RACQUEL	8900.70125
250251006641	SINGH, SURJIT	8900.70125
250251007238	GUADARRAMA, HECTOR	8900.70125
250251007367	SIMBULAN, ANNETTE	8900.70125
250251007647	MCCLELLAN, COLIN	8900.70125
250251007778	MOSER, LARRY	8900.70125
250251008478	PAULSEN, NEIL	7900.70125
250251008479	PAULSEN, NEIL	7900.70125
250251008480	PAULSEN, NEIL	8900.70125
250251005535	MILLS, RICHARD	8926.35125
250251003915	SIMPSON, KRISTA	8938.18125
250251008260	MACHADO, JONATHAN FREDERICK	8958.06125
250251003161	ALEXANDER, GLEN	8984.55125
250251008483	JAB PROPERTY INVESTMENTS,	9049.06875
250251007423	MCCAW, KENNETH	8184.87625
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250251002410	LAWRENCE, DEBORAH	9438.64625
250251004861	MURUKESOE, SANTHIRASIVAM	9634.7275
250251002790	VALLILLEE, SHAWN	10025.99875
250251004746	MUNSHAW, ROBERT	10090.2725
250251004924	CHIN-LEUNG, MICHAEL	10234.75125
250251005632	BROWN, COURTNEY	10423.65875
250251000149	SPENCER, TRACEY	10514.55
250251004009	CURE, MELIK	10801.3625
250251001831	MILBURN, JASON	7716.06
250251005710	BABCOCK, THOMAS	11147.285
250251007644	CHRISTON, JAMES	11147.285
250251008457	TEWARI, GAURAV	11184.3175

250251005053	MARTINS, DAVID	11342.34625
250251001657	MEREDITH, JUDY	11393.15625
250251001453	EVELEIGH, MIKE	11410.82625
250251000089	FITZGERALD, PENNEY	11417.22625
250251000404	GARRIOCK, PAUL	11417.22625
250251000649	DOCKERY, TOMLYN	10417.22625
250251000707	ANIFOWOSE, AUGUSTINE	11417.22625
250251001573	LEYSER, MARK	11417.22625
250251002024	HERIBAN, IVAN	11417.22625
250251004222	JOHNSON, MARGARET	11417.22625
250251006730	RUSSELL, STEPHANIE	11417.22625
250251006807	HORZEMPA, DAWN	11417.22625
250251007117	ISBISTER, RONALD	10417.22625
250251007679	KING, KELLY	11417.22625
250251007721	CARROLL, JOSEPH	11417.22625
250251000355	DUNLEAVEY, THOMAS	11574.26375
250251000803	KOWAL JR, WILLIAM	11574.26375
250251000844	VAN DAALEN, BONNIE	11574.26375
250251001239	AJANOVIC, AMIR	11574.26375
250251001352	MORAWSKI, MARTIN	11574.26375
250251001692	COOK, TERRY	11574.26375
250251001736	WATSON, RICHARD	11574.26375
250251002989	SANDERS, STEPHEN	11574.26375
250251003538	STUBBINGS, FRANK	11574.26375
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250251004019	ODEA, DOMINIC	11574.26375
250251005790	SANCHEZ, PRUDENCIO FELIX	11574.26375
250251008470	CLONTZ, GEORGINE	11574.26375
250251008477	CARLI, JOSE FERNANDO	11574.26375
250251007678	GRAHAM, ROB	11788.83125
250251007714	CHITAN, KAREN	11788.83125
250251001980	GOLDEN, RONALD TROY	11788.8625
250251002439	WOODS, CONNIE	11788.8625
250251002488	SEHMRAU, RAYMOND CAMERON	11788.8625
250251002527	POY DEVELOPERS INC,	11788.8625
250251002991	WORGAN, CAROL	10788.8625
250251003015	DONOVAN, MURRAY	11788.8625
250251003088	MAYLED, OLIVA	11788.8625
250251003338	SCOTT, TRACY LYN	11788.8625
250251003517	BRUDER, RONALD	11788.8625
250251003744	PARK, ELIZABETH	11788.8625
250251003794	DASRATH, RAJMATIE LEILA	11788.8625
250251003899	BRUNI, SERINA	11788.8625
250251003956	DANIEL, STEVEN	11788.8625
250251003972	HOUGHTON, KAREN	11788.8625
250251004004	JACKSON, BONNIE L	11788.8625

250251006531	FRAZIER, KURT	11788.8625
250251006563	DEMASI, JOSEPH	11788.8625
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250251007573	LEVINE, OLIVIA	11788.8625
250251005493	ISBISTER, RONALD	11851.6825
250251006162	COLLETTE, PHILLIP	11875.2475
250251001892	CATLING, KAREN ANNE	12296.81875
250251004969	GIFFORD, NICOLE LYNNE	12606.19375
250251006161	ANAKA, NICOLE	12606.19375
250251005481	LIVAY-SHAKKED, RIVKA	12987.4925
250251003633	RAHMDEL, RIZA	13218.8025
250251002478	DOUGLAS, PAUL	13327.3025
250251002809	HANSON, JEAN	13327.3025
250251003383	CHAITRAM, DIANNA	13327.3025
250251003843	REDGERS, MICHAEL	13327.3025
250251004037	KENNEDY, JASON	13327.3025
250251004268	LOPEZ TRINIDAD, ROBERTO	13327.3025
250251006380	SA, KAREN	13439.42375
250251006436	BIRD, GLENN	13439.42375
250251006810	BROWN, DALE ALEXANDER	12439.42375
250251005840	CHARBONNEAU, WENDY	13598.11375
250251002581	KIESSLING BECK, ERICA	13806.405
250251002797	WATSON, RON	13910.54875
250251005516	GLASSEY, PRIYA	13953.20625
250251003217	MATTELL, RANDALL	13955.70375
250251003665	BROWN, JAMES	13955.76125
250251006447	ROSENZWEIG, SARAH	13970.91375
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250251001647	RADOSTIN, ALEXANDER	13983.99375
250251002137	BROWN, DONNIE KEVIN	13983.99375
250251006369	SMART, MAXINE	13983.99375
250251006761	CLARKIN, GLENN	13983.99375
250251005295	KIRBY, JOHN CARL	14105.49625
250251006337	MCKINSTRY, ROBERT	14116.9275
250251004114	KILBRIDE, KENISE	14144.81875
250251003770	PATERSON, LOUISE CHARLES	14344.93
250251001111	HOLMSTROM, MELISSA	14346.6025
250251002625	DEVEYRA, TERESITA	14346.6025
250251003497	VECCHI, TONY	14346.6025
250251004915	EPP, CARLOS	14346.6025
250251006295	HOLFORD, KEVIN EARL	14346.6025
250251003180	JAISAREESINGH, JOHN	13374.26375
250251000519	JAMIESON, BRUCE	14400.14125
250251000587	MORRISON, DARRELL	14402.04125
250251000870	GABRIEL, MAX	14402.04125



250251000969	GILLIS, REBECCA	14402.04125
250251005020	WATKINS, RICHARD	14402.04125
250251005501	JAISAREESINGH, JOHN	14402.04125
250251006212	PATON, PAUL	14402.04125
250251007876	WHALEN, JANICE	14402.04125
250251008239	SHEEHAN, KEVIN	13402.04125
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250251008262	MCCREADIE, KEVIN ALLEN	14402.04125
250251008285	SHEEHAN, KEVIN	14402.04125
250251007215	1232464 ONTARIO INC,	14626.73125
250251004795	ONTARIO INC, 1232464	14658.78125
250251005018	PEPIN, JOYCE	13785.94125
250251006577	SAUDER, SUSAN	15065.35875
250251004906	LEYVA CONTRERAS, RAFAEL	15104.98
250251002254	NORMOYLE, MICHAEL	15297.1775
250251002591	HILL, MICHAEL	15297.1775
250251003389	MCGEE, DAVE WILLIAM	15297.1775
250251004053	RAYMOND, WENDY	15297.1775
250251004439	MONAGUE, DANIEL B	15297.1775
250251005265	PENTZ, MARYJAYNE	15297.1775
250251005294	BAKER, MICHAEL	15297.1775
250251000263	MONAGUE, DANIEL BERT	15408.52375
250251000596	WISE, EUGENE	15408.52375
250251001458	LANDRIault, CANDICE	15408.52375
250251002262	FEAVER, SCOTT	15408.52375
250251002755	MCKINSTRY, ROBERT DOUGLAS	15408.52375
250251003241	BEHARRY LALL, SURENDRA	15408.52375
250251005041	SAUDER, CAMERON	15658.9825
250251006191	OSTRANDER, WILLIAM	15685.72375
250251005419	MEHMET, JOHN	15970.8725
250251005712	VOGEL, PHILIP	16151.4125
250251001510	HOLFORD, KEVIN	16171.71375
250251002274	MACKAY, ROD	16171.71375
250251002633	VIRDI, JASVIR S	16171.71375
250251006083	STEVENSON, KRISTOFFER DALE	16171.71375
250251006737	MOLLON, PAULA	16171.71375
250251005142	PITTENS, JOYCE	16289.23625
250251004745	CAMPBELL, DALTIN DYKE	16520.59625
250251006556	NICHOLS, JENNIFER	16704.7575
250251000768	FORSTER, LORRAINE	17056.35875
250251003035	MOUSSEAU, ANDRE	17315.38625
250251007964	CLARK, PHILIP NEAL	17340.28625
250251001694	LIMITED, 1126668 ONTARIO	17358.68625
250251004711	GROVER, NARENDER	16392.17625
250251006049	GROVER, NARENDER	17392.17625
250251005299	MALCOLM, NELSON	17991.175

250251005128	GRAFE, JACKIE	18176.39875
250251006075	RAMRAYKA, DEVAN	18194.69875
250251004875	GAULIN, GERALD MARCEL	18812.455
250251006548	LEE, MARK	18884.725
250251006112	KLOC, LINDA	19309.10875
250251000797	CARLEY, WILLIAM	19339.46875
250251004992	BLAKE, WILLIAM	19339.46875
250251005298	MOORE, JODY	19685.8225
250251000982	BARAN, JULIETA	20419.1625
250251000288	BOOKER, KENYETTA	20425.8625
250251001449	TSANG, CHRISTOPHER	20425.8625
250251002226	LADD, ALAN	20425.8625
250251003061	REILLY, DEREK	20425.8625
250251006335	BARNARD, KEVIN	20425.8625
250251006745	HAMEL, JACQUES	20425.8625
250251006894	ATKIN, JACQUI	20425.8625
250251007664	STILWELL, FREDERICK ARTHUR	20425.8625
250251007690	WHITE, HABIBA MOHAMMED	20425.8625
250251005147	ALVES, SANDRA	21034.88
250251001345	COBBINA, PAUL	21141.6375
250251006631	LINK, BRUCE WILLIAM	21753.29875
250251001421	SHEFSKY-TORRES, ANGELINA MOT	22390.0975
250251002826	BEVAND, JOHN	23775.71875
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
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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 17, 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**  
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](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

E-mail: [sbabe@airdberlis.com](mailto: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*

**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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Tel: (416) 865-3085

E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

E-mail: [sbabe@airdberlis.com](mailto: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 "F"**

**TO THE CLAIMS OFFICER'S REPORT DATED  
JANUARY 22, 2024**

## CARRIAGE RIDGE CLAIMS

Equiant Number	Member Name	Service Date	Appeal Period Expiry
250251005898	FLOOD, GLENN	Dec-02-2022	Dec-17-2022
250251006188	STAN, CRISTIAN	Dec-02-2022	Dec-17-2022
250251008504	MCQUIRTER, JENNIFER	Dec-02-2022	Dec-17-2022
250251000643	WRIGHT, JACQUELINE	Dec-02-2022	Dec-17-2022
250251002747	GROSS, JODY L	Dec-02-2022	Dec-17-2022
250251007146	OVERLAND, ALBERT	Dec-02-2022	Dec-17-2022
250251007264	LAWSON, MICHAEL	Dec-02-2022	Dec-17-2022
250251003556	BURNS, LILLIAN	Dec-02-2022	Dec-17-2022
250251004716	FRASER, JENNIFER	Dec-02-2022	Dec-17-2022
250251005826	COOK, WAYNE	Dec-02-2022	Dec-17-2022
250251007589	DUPUIS, MARTIN	Dec-02-2022	Dec-17-2022
250251003230	BORGES, JOSE	Dec-02-2022	Dec-17-2022
250251002964	NYCHUK, JOHN	Dec-02-2022	Dec-17-2022
250251005856	BURNS, LILLIAN	Dec-02-2022	Dec-17-2022
250251007004	BURNS, LILLIAN	Dec-02-2022	Dec-17-2022
250251008410	FRASER, JENNIFER	Dec-02-2022	Dec-17-2022
250251000772	BORGES, JOSE	Dec-02-2022	Dec-17-2022
250251007296	KURTZ-BAILEY, PATRICIA-ROBERT	Dec-02-2022	Dec-17-2022
250251007830	LOPEZ, EMMANUEL	Dec-02-2022	Dec-17-2022
250251006185	LACHANCE, RAYMOND	Dec-02-2022	Dec-17-2022
250251008310	ADAMS, EVERTON	Dec-02-2022	Dec-17-2022
250251005799	LAVENTURE, LOUIS	Dec-02-2022	Dec-17-2022
250251001594	KALNIEVA, NADEJDA	Dec-02-2022	Dec-17-2022
250251000832	BARRECA, DIANNE	Dec-02-2022	Dec-17-2022
250251002399	PERSAUD, KAMAL	Dec-02-2022	Dec-17-2022
250251000975	BUNTON, GAIL	Dec-02-2022	Dec-17-2022
250251002214	TITUS, HARRY	Dec-02-2022	Dec-17-2022
250251003361	DI PEPPE, FAUSTO	Dec-02-2022	Dec-17-2022
250251005708	BORGES, JOSE	Dec-02-2022	Dec-17-2022
250251002029	PARAVANI, MARIA	Dec-02-2022	Dec-17-2022
250251003373	ROBERTSON, JOHN	Dec-02-2022	Dec-17-2022
250251002305	THOMAS, EDWARD	Dec-02-2022	Dec-17-2022
250251005223	KUSHNIRIUK, OLEXANDRA	Dec-02-2022	Dec-17-2022
250251001457	LOUIS-ANDERSON, KAY	Dec-02-2022	Dec-17-2022
250251002802	SAVIC, TAMARA	Dec-02-2022	Dec-17-2022
250251001261	PREWAL, KULWANT SINGH	Dec-02-2022	Dec-17-2022
250251005682	PREWAL, KULWANT	Dec-02-2022	Dec-17-2022
250251006736	PREWAL, KULWANT	Dec-02-2022	Dec-17-2022
250251001591	KNOWLES, LESLIE DAWN	Dec-02-2022	Dec-17-2022
250251005075	THOMAS, EDWARD	Dec-02-2022	Dec-17-2022
250251002141	G & S APPAREL I,	Dec-02-2022	Dec-17-2022
250251002058	FONG, WAI NING	Jan-05-2023	Jan-20-2023
250251006859	BRONSON, ERIC	Dec-02-2022	Dec-17-2022

# **Appendix "G"**

TO THE CLAIMS OFFICER'S REPORT DATED  
JANUARY 22, 2024

**CARRIAGE RIDGE CLAIMS**

<b>Equiant Number</b>	<b>Member Name</b>	<b>Service Date</b>	<b>Appeal Period Expiry</b>
250251004109	WONG, MICHAEL	May-12-2023	May-27-2023
250251008197	MCLEAN, JOHN	May-12-2023	May-27-2023
250251007696	DSOUZA, ELIZABETH	May-12-2023	May-27-2023
250251003585	BALLANTINE, KEITH	May-12-2023	May-27-2023
250251000638	BURNS, IMELDA	May-12-2023	May-27-2023
250251002339	MAXWELL, JOHN	May-12-2023	May-27-2023
250251002312	WILSON, SEAN	May-12-2023	May-27-2023
250251006625	CAPP, BARRY	May-12-2023	May-27-2023

# **Appendix "H"**

**TO THE CLAIMS OFFICER'S REPORT DATED  
JANUARY 22, 2024**

**CARRIAGE RIDGE CLAIMS - UNAPPEALED**

<b>Equiant Number</b>	<b>Member Name</b>	<b>Decision Amount</b>	<b>Costs Award</b>
250251000638	BURNS, IMELDA	\$ 6,958.13	813.60
250251000772	BORGES, JOSE	6,353.94	70.17
250251000832	BARRECA, DIANNE	8,860.27	70.17
250251000975	BUNTON, GAIL	8,900.70	70.17
250251001457	LOUIS-ANDERSON, KAY	16,143.91	116.96
250251002058	FONG, WAI NING	6,353.94	70.17
250251002141	G & S APPAREL I,	45,282.42	70.17
250251002305	THOMAS, EDWARD	12,147.79	93.56
250251002312	WILSON, SEAN	12,192.20	244.08
250251002339	MAXWELL, JOHN	8,900.70	170.86
250251002399	PERSAUD, KAMAL	8,860.27	70.17
250251002747	GROSS, JODY L	3,839.06	70.17
250251002802	SAVIC, TAMARA	16,171.71	70.17
250251003230	BORGES, JOSE	4,797.28	70.17
250251003361	DI PEPPE, FAUSTO	8,900.70	93.56
250251003373	ROBERTSON, JOHN	11,574.26	70.17
250251003556	BURNS, LILLIAN	3,984.62	70.17
250251004716	FRASER, JENNIFER	3,984.62	93.56
250251005075	THOMAS, EDWARD	32,877.87	93.56
250251005708	BORGES, JOSE	9,889.43	70.17
250251005826	COOK, WAYNE	3,984.62	70.17
250251005856	BURNS, LILLIAN	6,323.68	70.17
250251005898	FLOOD, GLENN	2,595.29	70.17
250251006188	STAN, CRISTIAN	2,595.29	70.17
250251006625	CAPP, BARRY	30,701.33	146.45
250251006859	BRONSON, ERIC	3,839.06	116.96
250251007004	BURNS, LILLIAN	6,323.68	70.17
250251007146	OVERLAND, ALBERT	3,839.06	70.17
250251007296	KURTZ-BAILEY, PATRICIA-ROBERT	6,353.94	93.56
250251007696	DSOUZA, ELIZABETH	6,353.94	244.08
250251007830	LOPEZ, EMMANUEL	6,353.94	116.96
250251008310	ADAMS, EVERTON	6,399.97	46.78
250251008410	FRASER, JENNIFER	6,323.68	93.56
<b>Total</b>		<b>328,961.30</b>	<b>3,841.15</b>

# **Appendix "I"**

**TO THE CLAIMS OFFICER'S REPORT DATED  
JANUARY 22, 2024**

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

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

Claimant

- and -

**IMELDA BURNS**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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. The TSA was registered on title to the lands.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis and, under the terms of the TSA, were secured by a lien against the Interval.

The Respondent, Imelda Burns, was a Member of Ridge, with an Interval Account bearing number 250251000638.



Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Imelda Burns including the Receiver's Claim against her for amounts owing under the TSA and the Collection Plan Order in the amount of \$6,958.13.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Imelda Burns filed a Notice of Dispute dated, oddly, June 28, 2016, but apparently received by the Receiver on April 5, 2021, which was filed, along with the Receiver's Claim evidencing the amounts owed by Imelda Burns to Ridge.

In the Notice of Dispute, Imelda Burns stated as follows: "I paid to get out of this timeshare in June 2016 through exittimeshare.com for \$9,200 dollars in Toronto on Young St near Sheppard Ave. This is all the paper work I have." The Notice of Dispute is executed by Ms. Burns's spouse, John Carl Burns.

The documentary record provided by the Subject Member is strange and, in the final result, troubling. Ms. Burns first sent an email to the Receiver on March 28, 2021, attaching photographs of various documents, including: an unsigned and undated "Release of Agreement" between Imelda Burns, John Burns and Carriage Ridge Owners Association, referencing Contract Number "90000638"; the first page of the Notice of Dispute; and an unsigned Affidavit as to Writ of Execution in the name of "John David Burns".

Ms. Burns sent a further email to the Receiver on March 28, 2021, attaching photographs of various documents, including some printed email correspondence from September 2015 and August 2016 between John Burns and one Jewels McGregor of "ReedHein & Associates", which also presents a trademark "timeshareexitteam". This correspondence would support the contention that the Burnses took steps in 2015-2016 with a third party in an attempt to transfer the Interval. Ms. McGregor does purport to have sent documents to "the timeshare" on behalf of John and Imelda

in August 2016, but there is no clear indication on this record of what these documents were or what occurred subsequently. Also attached are photographs of an undated and unsigned Transfer/Deed that would appear to pertain to the Interval and an undated and unsigned "Settlement Agreement and Release of Claims" between Imelda Burns, John Burns and Shell Vacations LLC, regarding Contract Number 90000638.

It would appear that Imelda Burns then sent four emails to the Receiver on April 5, 2021, attaching photographs of various documents. The first of these emails attached photographs of further portions of the Notice of Dispute. The second email attached photographs of the Receiver's Claim, in part. The third email attached photographs of the same form of "Release of Agreement" that had been attached (undated and unsigned) to the March 28 email, but now evidencing signatures from John Burns and Imelda Burns on June 28, 2016, and also purportedly signed by Debra Bossie on behalf of the Carriage Ridge Owners Association on July 8, 2016. The fourth email attaches photographs of the same form of Transfer/Deed that had been attached to the March 28 email of Imelda Burns, but now: signed by both John Carl Burns and Imelda Burns on May 28, 2016 as the Transferors; also signed by one "David Koen" on May 28, 2016, as the Transferor verifying "to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act; signed by "David Koen" as solicitor for the Transferors on May 28, 2016; and signed by "David Koen" also as solicitor for the "Transferee" on May 28, 2016. The address given for David Koen as solicitor is "25 Peel City Centre, Brampton". There is no indication that this Transfer/Deed was registered.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Imelda Burns is indebted to Ridge in the amount of \$6,958.13. While it may be the case that the Subject Member paid a significant sum to a third party in the hopes of securing a transfer of the Interval, I am not satisfied that this was ultimately completed. Moreover, I have significant concerns with the documentation propounded by the Subject Member in an attempt to demonstrate that the Interval was transferred and that the Subject Member was released by Ridge. The Transfer/Deed purportedly executed on May 28, 2016 does not appear to me to be trustworthy documentary evidence. The purported signature of "David Koen" as transferor does not make sense. The online LSO lawyer lookup tool bears no record of a "David Koen" at all. Interestingly, there does appear to have been lawyer by the name of "David Cohen" with an office at 50 Peel Centre Drive in Brampton. Again, this discrepancy troubles me. Similarly, as Claims Officer in this matter I have had the opportunity to review quite a number of documents associated with Hills and have reviewed various other documents bearing the signature of Debra Bossie. The Claims Officer is not a handwriting expert, but it is nonetheless evident to me that the purported signature of Debra Bossie on the "Release of Agreement" does not match the other consistent examples of a signature for this person that I have reviewed. As a result, I am not satisfied that the Interval was transferred or that the Subject Member was released.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$813.60.

May 12, 2023

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal flourish extending to the right.

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Tim Duncan, solely in his capacity as Claims  
Officer appointed pursuant to the Order of the  
Honourable Justice Conway, dated February 16,  
2021



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

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

Claimant

- and -

**JOSE BORGES**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Jose Borges, was a Member of Ridge, with an Interval Account bearing number 250251000772.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Jose Borges including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$6,353.94.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Jose Borges filed a Notice of Dispute dated April 19, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Jose Borges to Ridge.

In the Notice of Dispute, Jose Borges stated that due to financial hardship, he is unable to satisfy the Receiver's Claim in full. The Notice of Dispute does not contest that the above-noted amounts are owed by Jose Borges to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Jose Borges is indebted to Ridge in the amount of \$6,353.94.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the

factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

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

Claimant

- and -

**DIANNE BARRECA**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Diane Barreca, was a Member of Ridge, with an Interval Account bearing number 250251000832.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Dianne Barreca including the Receiver's Claim against her for amounts owing under the TSA and the Collection Plan Order in the amount of \$8,860.27.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Anthony Postetio filed a Notice of Dispute on behalf of Dianne Barreca dated April 16, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Dianne Barreca to Ridge.

In the Notice of Dispute, Mr. Postetio states that Ridge misrepresented the Intervals "rentability" and also misrepresented that there would be no increases to fees. Mr. Postetio also advises that Ms. Barreca's position is that the fees were too high and that discounts were promised but never materialized. There is no further evidence. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by Dianne Barreca to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Dianne Barreca is indebted to Ridge in the amount of \$8,860.27.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

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

Claimant

- and -

**GAIL BUNTON**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Gail Bunton, was a Member of Ridge, with an Interval Account bearing number 250251000975.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Gail Bunton including the Receiver's Claim against her for amounts owing under the TSA and the Collection Plan Order in the amount of \$8,900.70.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, David Bunton filed a Notice of Dispute on behalf of Gail Bunton dated April 5, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Gail Bunton to Ridge.

In the Notice of Dispute and other emails, David Bunton advised that he is the son of Allen Bunton, the deceased (2016) husband and executor of the estate of Gail Bunton, who passed away in 2011. David Bunton provides a copy of the death certificate for Gail Bunton. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by Gail Bunton (or her estate) to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Gail Bunton is indebted to Ridge in the amount of \$8,900.70.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. J.' followed by a long horizontal stroke.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

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

Claimant

- and -

**KAY LOUIS-ANDERSON**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Kay Louis-Anderson, was a Member of Ridge, with an Interval Account bearing number 250251001457.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Kay Louis-Anderson including the Receiver's Claim against her for amounts owing under the TSA and the Collection Plan Order in the amount of \$16,143.91.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Kay Louis-Anderson filed a Notice of Dispute dated April 19, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Kay Louis-Anderson to Ridge.

In the Notice of Dispute, Kay Louis-Anderson states that she was disappointed with her experience of membership. It was very difficult to secure a booking and maintenance fees increases were constant. Ms. Louis-Anderson alleges that she was deceived by "owners" who did not disclose to her that the association was failing. Ms. Louis-Anderson also advises due to health issues and limited means, she is unable to pay the Receiver's Claim. Ms. Louis-Anderson states that she had intended to return ownership of the Interval to the resort, but there is no allegation that she ever in fact so attempted, let alone completed. There is no evidence to suggest a deed back was arranged. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by Kay Louis-Anderson to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Kay Louis-Anderson is indebted to Ridge in the amount of \$16,143.91.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$116.96.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', written over a horizontal line.

Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

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

Claimant

- and -

**WAI NING FONG**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Wai Ning Fong, was a Member of Ridge, with an Interval Account bearing number 250251002058.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Wai Ning Fong including the Receiver's Claim against Wai Ning Fong for amounts owing under the TSA and the Collection Plan Order in the amount of \$6,353.94.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Wai Ning Fong filed a Notice of Dispute dated April 16, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Wai Ning Fong to Ridge.

In the Notice of Dispute, Wai Ning Fong disputes only the late fees and interest. Wai Ning Fong states that no notice of the 2020 fees was provided. It is not alleged that there was no notice with respect to the outstanding 2018 fees. The Notice of Dispute does not contest that the above-noted amounts are otherwise owed by Wai Ning Fong to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Wai Ning Fong is indebted to Ridge in the amount of \$6,353.94.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the

factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

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

Claimant

- and -

**G & S APPAREL INC.**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, G & S Apparel Inc., was a Member of Ridge, with an Interval Account bearing number 250251002141.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to G & S Apparel Inc. including the Receiver's Claim against the company for amounts owing under the TSA and the Collection Plan Order in the amount of \$45,282.42.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, G & S Apparel Inc. (or its unnamed representative) filed a Notice of Dispute dated April 1, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by G & S Apparel Inc. to Ridge.

In the Notice of Dispute, G & S Apparel Inc. states that the company "closed" in 2013, is not functioning and has no "account or anything left". It is claimed in the Notice of Dispute that there has been no use of the Interval and no transfer of any points. The Notice of Dispute does not contest that the above-noted amounts are otherwise owed by G & S Apparel Inc. to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that G & S Apparel Inc. is indebted to Ridge in the amount of \$45,282.42.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the

factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

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

Claimant

- and -

**EDWARD THOMAS**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Edward Thomas, was a Member of Ridge, with an Interval Account bearing number 250251002305.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Edward Thomas including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$12,147.79.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Edward Thomas filed a Notice of Dispute dated April 9, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Edward Thomas to Ridge.

In the Notice of Dispute, Edward Thomas states that, as of 2008, he no longer owned the Interval and should not be responsible for any maintenance fees from that time forward. He also claims that he received no notice of any fees owing until receipt of the Receiver's Claim. Mr. Thomas provides no corroborating evidence for his allegation that he ceased to be a Member in 2008, or at all. The Notice of Dispute does not contest that the above-noted amounts are owed by Edward Thomas to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Edward Thomas is indebted to Ridge in the amount of \$12,147.79.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$93.56.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', written over a horizontal line.

Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

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

Claimant

- and -

**SEAN WILSON**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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. The TSA was registered on title to the lands.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis and, under the terms of the TSA, were secured by a lien against the Interval.

The Respondent, Sean Wilson, was a Member of Ridge, with an Interval Account bearing number 250251002312.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Sean Wilson including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$17,137.98.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Sean Wilson filed a Notice of Dispute dated April 16, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Sean Wilson to Ridge.

In the Notice of Dispute, Sean Wilson objected to the Receiver's Claim on the basis that it is barred by the "Limitations Act". Mr. Wilson alleges that he provided notice to Hills in 2008 that he intended to make no further payments towards the fees associated with the Interval.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid in part and that Sean Wilson is indebted to Ridge in the reduced amount of \$12,192.20. There is no evidence that ownership of and responsibility for the Interval was transferred. A claim to recover charges imposed by the TSA is governed by subsection 23(1) of the *Real Property Limitations Act*, R.S.O. 1990, c L. 15 (the "*RPLA*"), which sets a ten year limitation period for an action to recover out of any land any sum of money secured by a lien or otherwise charged upon or payable

out of the land.<sup>1</sup> The Receiver's Claim having been commenced in March 2021, the Claims Officer finds that the Receiver is barred from claiming for the unpaid fees dating from 2006 – 2010, in the total amount of \$1,677.62. This results in a revised interest calculation for the period of 9/1/2020 – 1/31/2021 of \$708.52 (a reduction of \$189.56). Further, as the Receiver was unable provide the Claims Officer with a satisfactory explanation of how "Interest through 8/31/2020" might need to be recalculated based on the adjusted amount of the valid claim, I am unable find with confidence that the amounts of \$1,796.19 and \$1,282.41 as set out in the Receiver's Claim as "Interest through 8/31/2020" are in the circumstances correct, valid and payable.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer award's the Receiver costs in the amount of \$244.08.

May 12, 2023



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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021

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<sup>1</sup> See *Toronto Standard Condominium Corporation No. 1847 v. Market Lofts Inc.*, 2015 ONSC 1067.



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

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

Claimant

- and -

**JOHN MAXWELL**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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. The TSA was registered on title to the lands.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis and, under the terms of the TSA, were secured by a lien against the Interval.

The Respondent, John Maxwell, was a Member of Ridge, with an Interval Account bearing number 250251002339.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to John Maxwell including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$8,900.70.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Marilyn Maxwell filed a Notice of Dispute on behalf of John Maxwell dated April 16, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by John Maxwell to Ridge.

In the Notice of Dispute, Marilyn Maxwell stated that John Maxwell passed away in August 2019. Ms. Maxwell advises that as fees associated with the Interval continued to rise over the years, she and Mr. Maxwell made the decision to stop using (or paying for) the time share. Ms. Maxwell advises that neither she nor John Maxwell had any benefit from the Interval in the prior three years. Ms. Maxwell criticizes the delinquency fee on the Receiver's Claim as arbitrary. Ms. Maxwell also argues that the 2018 fees are statute-barred, citing a two year limitation period.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained within the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that John Maxwell (or his estate) is indebted to Hills in the amount of \$8,900.70. There is no evidence that ownership of and responsibility for the Interval was transferred. The delinquency fee is as ordered assessed by the Court. A claim to recover charges imposed by the TSA is governed by subsection 23(1) of the *Real Property Limitations Act*, R.S.O. 1990, c L. 15, which

sets a ten year limitation period for an action to recover out of any land any sum of money secured by a lien or otherwise charged upon or payable out of the land.<sup>1</sup>

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$170.86.

May 12, 2023

A handwritten signature in black ink, appearing to read 'T. Duncan', written over a horizontal line.

Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021

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<sup>1</sup> See *Toronto Standard Condominium Corporation No. 1847 v. Market Lofts Inc.*, 2015 ONSC 1067.





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

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

Claimant

- and -

**KAMAL PERSAUD**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Kamal Persaud, was a Member of Ridge, with an Interval Account bearing number 250251002399.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Kamal Persaud including the Receiver's Claim against her for amounts owing under the TSA and the Collection Plan Order in the amount of \$8,860.27.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Kamal Persaud filed a Notice of Dispute dated April 15, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Kamal Persaud to Ridge.

In the Notice of Dispute, Kamal Persaud states that she believes she ceased to be a Member in or around 2010. Ms. Persaud explains that due to health issues in 2009, she phoned Ridge and surrendered her membership. She gives no indication that she was presented with or signed any documentation in connection with releasing or deeding back the Interval or that she received any particular confirmation of success in releasing the Interval and there is no evidence in that regard. Ms. Persaud also states that she received a phone call from a representative of Ridge in 2015 and that she again advised that she believed she was no longer a Member. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by Kamal Persaud to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Kamal Persaud is indebted to Ridge in the amount of \$8,860.27.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', written over a horizontal line.

Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

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

Claimant

- and -

**JODY L GROSS**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Jody L. Gross, was a Member of Ridge, with an Interval Account bearing number 250251002747.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Jody L. Gross including the Receiver's Claim against her for amounts owing under the TSA and the Collection Plan Order in the amount of \$3,839.06.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Jody L. Gross (together with Ian Robertson) filed a Notice of Dispute dated April 16, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Jody L. Gross to Ridge.

In the Notice of Dispute, Jody L. Gross states that she did not receive what she bargained for and she claims that she had been "told" not to pay last year's dues because of court proceedings. She does not state who so suggested. The Notice of Dispute does not contest that the above-noted amounts are otherwise owed by Jody L. Gross to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Jody L. Gross is indebted to Ridge in the amount of \$3,839.06.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the

factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

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

Claimant

- and -

**TAMARA SAVIC**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Tamara Savic, was a Member of Ridge, with an Interval Account bearing number 250251002802.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Tamara Savic including the Receiver's Claim against her for amounts owing under the TSA and the Collection Plan Order in the amount of \$16,171.71.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Tamara Savic filed a Notice of Dispute dated April 13, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Tamara Savic to Ridge.

In the Notice of Dispute, Tamara Savic states that she cannot pay the Receiver's Claim due to a lack of funds. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by Tamara Savic to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Tamara Savic is indebted to Ridge in the amount of \$16,171.71.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the

factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. J.' followed by a long horizontal stroke.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

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

Claimant

- and -

**JOSE BORGES**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Jose Borges, was a Member of Ridge, with an Interval Account bearing number 250251003230.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Jose Borges including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$4,797.28.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Jose Borges filed a Notice of Dispute dated April 19, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Jose Borges to Ridge.

In the Notice of Dispute, Jose Borges stated that due to financial hardship, he is unable to satisfy the Receiver's Claim in full. The Notice of Dispute does not contest that the above-noted amounts are owed by Jose Borges to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Jose Borges is indebted to Ridge in the amount of \$4,797.28.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the

factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

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

Claimant

- and -

**FAUSTO DI PEPPE**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Fausto Di Peppe, was a Member of Ridge, with an Interval Account bearing number 250251003361.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Fausto Di Peppe including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$8,900.70.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Fausto Di Peppe (or his representative) filed a Notice of Dispute dated April 7, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Fausto Di Peppe to Ridge.

In the Notice of Dispute, Mr. Di Peppe states that his experience with Ridge was characterized by a great deal of mismanagement. Mr. Di Peppe states that due to his poor experience with Ridge, he is not responsible for the payment of maintenance fees. The Notice of Dispute does not contest that the above-noted amounts are otherwise owed by Mr. Di Peppe to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Fausto Di Peppe is indebted to Ridge in the amount of \$8,900.70.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the

factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$93.56.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

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

Claimant

- and -

**JOHN ROBERTSON**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, John Robertson, was a Member of Ridge, with an Interval Account bearing number 250251003373.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to John Robertson including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$11,574.26.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, John Robertson filed a Notice of Dispute dated April 8, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by John Robertson to Ridge.

In the Notice of Dispute, John Robertson states that he disputes the claim because there were constant increases in maintenance fees, booking accommodations was difficult and he could no longer afford the costs. He states that his requests for assistance with selling the Interval were not responded to. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by John Robertson to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that John Robertson is indebted to Ridge in the amount of \$11,574.26.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal stroke extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

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

Claimant

- and -

**LILLIAN BURNS**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Lillian Burns, was a Member of Ridge, with an Interval Account bearing number 250251003556.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Lillian Burns including the Receiver's Claim against her for amounts owing under the TSA and the Collection Plan Order in the amount of \$3,984.62.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Lillian Burns filed a Notice of Dispute dated April 16, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Lillian Burns to Ridge.

In the Notice of Dispute, Lillian Burns states that due to a number of personal factors, including health and family health issues, she is unable to satisfy the Receiver's Claim. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by Lillian Burns to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Lillian Burns is indebted to Ridge in the amount of \$3,984.62.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the

factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

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

Claimant

- and -

**JENNIFER FRASER**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Jennifer Fraser, was a Member of Ridge, with an Interval Account bearing number 250251004716.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Jennifer Fraser including the Receiver's Claim against her for amounts owing under the TSA and the Collection Plan Order in the amount of \$3,984.62.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Jennifer Fraser filed an undated Notice of Dispute (but attached to an email dated April 5, 2021) with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Jennifer Fraser to Ridge.

In the Notice of Dispute, Jennifer Fraser states that her experience of membership was marred by difficulty and management ineptitude. She was constantly correcting personal information with the resort and management. Ms. Fraser indicates that in 2018 she provided certain information to "Timeshare Exit Team" in 2018, though the precise import of this communication is not clear. There is no evidence that Ms. Fraser arranged to transfer or deed back ownership of the Interval. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by Jennifer Fraser to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Jennifer Fraser is indebted to Ridge in the amount of \$3,984.62.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$93.56.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', written over a horizontal line.

Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

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

Claimant

- and -

**EDWARD THOMAS**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Edward Thomas, was a Member of Ridge, with an Interval Account bearing number 250251005075.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Edward Thomas including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$32,877.87.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Edward Thomas filed a Notice of Dispute dated April 9, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Edward Thomas to Ridge.

In the Notice of Dispute, Edward Thomas states that, as of 2008, he no longer owned the Interval and should not be responsible for any maintenance fees from that time forward. He also claims that he received no notice of any fees owing until receipt of the Receiver's Claim. Mr. Thomas provides no corroborating evidence for his allegation that he ceased to be a Member in 2008, or at all. The Notice of Dispute does not contest that the above-noted amounts are owed by Edward Thomas to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Edward Thomas is indebted to Ridge in the amount of \$32,877.87.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$93.56.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', written over a horizontal line.

Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

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

Claimant

- and -

**JOSE BORGES**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Jose Borges, was a Member of Ridge, with an Interval Account bearing number 250251005708.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Jose Borges including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$9,889.43.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Jose Borges filed a Notice of Dispute dated April 19, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Jose Borges to Ridge.

In the Notice of Dispute, Jose Borges stated that due to financial hardship, he is unable to satisfy the Receiver's Claim in full. The Notice of Dispute does not contest that the above-noted amounts are owed by Jose Borges to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Jose Borges is indebted to Ridge in the amount of \$9,889.43.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the

factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

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

Claimant

- and -

**WAYNE COOK**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Wayne Cook, was a Member of Ridge, with an Interval Account bearing number 250251005826.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Wayne Cook including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$3,984.62.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Wayne Cook filed a Notice of Dispute dated April 7, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Wayne Cook to Ridge.

In the Notice of Dispute, Wayne Cook discusses a number of reasons why he became dissatisfied with the services associated with the Interval. Mr. Cook advises that after a particularly disappointing episode in 2017, he simply stopped using the Interval and stopped paying his fees associated therewith. The Notice of Dispute does not contest that the above-noted amounts are owed by Wayne Cook to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Wayne Cook is indebted to Ridge in the amount of \$3,984.62.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal stroke extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

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

Claimant

- and -

**LILLIAN BURNS**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Lillian Burns, was a Member of Ridge, with an Interval Account bearing number 250251005856.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Lillian Burns including the Receiver's Claim against her for amounts owing under the TSA and the Collection Plan Order in the amount of \$6,323.68.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Lillian Burns filed a Notice of Dispute dated April 16, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Lillian Burns to Ridge.

In the Notice of Dispute, Lillian Burns states that due to a number of personal factors, including health and family health issues, she is unable to satisfy the Receiver's Claim. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by Lillian Burns to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Lillian Burns is indebted to Ridge in the amount of \$6,323.68.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the

factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

Claimant

- and -

**GLENN FLOOD**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Glenn Flood, was a Member of Ridge, with an Interval Account bearing number 250251005898.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Glenn Flood including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$2,595.29.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Glenn Flood filed a Notice of Dispute dated April 11, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Glenn Flood to Ridge.

In the Notice of Dispute, Glenn Flood states that in May 2020 he attempted to pay an invoice in the amount of \$371.28 but by the time the invoice had reached him, additional late fees were assessed. He refused to pay those additional late fees and, it would appear, make any further payments after that. There is no independent evidence regarding the time of arrival of the original invoice. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by Glenn Flood to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Glenn Flood is indebted to Ridge in the amount of \$2,595.29.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', written over a horizontal line.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

Claimant

- and -

**CRISTIAN STAN**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Cristian Stan, was a Member of Ridge, with an Interval Account bearing number 250251006188.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Cristian Stan including the Receiver's Claim against Cristian Stan for amounts owing under the TSA and the Collection Plan Order in the amount of \$2,595.29.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Cristian Stan filed a Notice of Dispute dated April 18, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Cristian Stan to Ridge.

In the Notice of Dispute, Cristian Stan states that he became unable to satisfy his obligations in many regards, including with respect to the Interval, due to severe economic hardship in conjunction with severe illness suffered by his wife, Eugenia Stan. The Notice of Dispute does not contest that the above-noted amounts are owed by Cristian Stan to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Cristian Stan is indebted to Ridge in the amount of \$2,595.29.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the

factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer award's the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

Claimant

- and -

**BARRY CAPP**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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. The TSA was registered on title to the lands.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis and, under the terms of the TSA, were secured by a lien against the Interval.

The Respondent, Barry Capp, was a Member of Ridge, with an Interval Account bearing number 250251006625.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Barry Capp including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$30,701.33.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Barry Capp filed a Notice of Dispute dated April 17, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Barry Capp to Ridge. In the Notice of Dispute, Mr. Capp provides no statement at all laying out the basis for his dispute – the form is left blank. Mr. Capp did provide as attachments three communications from 2010 – two being emails from Shell Vacations Club thanking Mr. Capp for using the service and asking that he take a survey, and a further email advising that his account was delinquent. The third document is a letter from Mr. Capp to Shell Vacations Club, dated March 1, 2010, discussing his dissatisfaction with his booking being cancelled. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by Barry Capp to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Barry Capp is indebted to Ridge in the amount of \$30,701.33. Mr. Capp's dispute provides no basis for contesting otherwise.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$146.45.

May 12, 2023

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

Claimant

- and -

**ERIC BRONSON**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Eric Bronson, was a Member of Ridge, with an Interval Account bearing number 250251006859.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Eric Bronson including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$3,839.06.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Eric Bronson filed a Notice of Dispute dated April 10, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Eric Bronson to Ridge.

In the Notice of Dispute, Eric Bronson states that following unsuccessful efforts to sell the Interval in 2010 – 2013, he reached an arrangement with Newton Group Transfers in 2013 that he believed would result in his release from the Interval. Mr. Bronson also states, however, that in 2018 he was contacted by a collection agency for Ridge and that he did pay arrears at that time and then sought a refund from Newton. In March 2019, Mr. Bronson received correspondence from Newton Group Transfers indicating that he was no longer a member with Ridge. However, in correspondence subsequent to the Notice of Dispute, Mr. Bronson indicates that Newton Group Transfers has since suggested to him (in April 2021) that it had abandoned its arrangement with him. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by Eric Bronson to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Eric Bronson is indebted to Ridge in the amount of \$3,839.06.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$116.96.

November 25, 2022

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

Claimant

- and -

**LILLIAN BURNS**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Lillian Burns, was a Member of Ridge, with an Interval Account bearing number 250251007004.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Lillian Burns including the Receiver's Claim against her for amounts owing under the TSA and the Collection Plan Order in the amount of \$6,323.68.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Lillian Burns filed a Notice of Dispute dated April 16, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Lillian Burns to Ridge.

In the Notice of Dispute, Lillian Burns states that due to a number of personal factors, including health and family health issues, she is unable to satisfy the Receiver's Claim. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by Lillian Burns to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Lillian Burns is indebted to Ridge in the amount of \$6,323.68.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the

factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer award's the Receiver costs in the amount of \$70.17.

November 25, 2022

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

Claimant

- and -

**ALBERT OVERLAND**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Albert Overland, was a Member of Ridge, with an Interval Account bearing number 250251007146.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Albert Overland including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$3,839.06.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, an undated and unsigned Notice of Dispute was filed with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Albert Overland to Ridge.

In the Notice of Dispute, it is stated that Albert Overland resided on Old Goulais Bay Road in Sault Ste. Marie and that he has been dead for approximately two years. The Notice of Dispute does not contest that the above-noted amounts are owed by Albert Overland to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Albert Overland is indebted to Ridge in the amount of \$3,839.06.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the

factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer award's the Receiver costs in the amount of \$70.17.

November 25, 2022

A handwritten signature in black ink, consisting of a stylized 'T' followed by a 'D' and a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

Claimant

- and -

**PATRICIA KURTZ and ROBERT BAILEY**

Respondents

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondents, Patricia Kurtz and Robert Bailey, were Members of Ridge, with an Interval Account bearing number 250251007296.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Patricia Kurtz and Robert Bailey including the Receiver's Claim against them for amounts owing under the TSA and the Collection Plan Order in the amount of \$6,353.94.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Patricia Kurtz filed a Notice of Dispute dated April 12, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Patricia Kurtz and Robert Bailey to Ridge.

In the Notice of Dispute, Patricia Kurtz states that since 2012, she had experienced booking difficulties with the Interval and in 2017 initiated legal proceedings in an attempt to extricate herself from the Interval. She states that her legal counsel advised her not to pay any fees. However, she also states that in 2018 she was notified that her agent had failed to obtain the release. Ms. Kurtz maintains that the 2017 fees were not paid late and therefore there should be no late fee for 2017. Ms. Kurtz does not, however, present any corroborating evidence in that regard. The Notice of Dispute does not contest that the above-noted amounts are otherwise owed by Patricia Kurtz or Robert Bailey to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Patricia Kurtz and Robert Bailey are indebted to Ridge in the amount of \$6,353.94.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$93.56.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', written over a horizontal line.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

Claimant

- and -

**ELIZABETH D'SOUZA**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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. The TSA was registered on title to the lands.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis and, under the terms of the TSA, were secured by a lien against the Interval.

The Respondent, Elizabeth D'Souza, was a Member of Ridge, with an Interval Account bearing number 250251007696.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Elizabeth D'Souza including the Receiver's Claim against her for amounts owing under the TSA and the Collection Plan Order in the amount of \$6,353.94.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Elizabeth D'Souza appears not to have filed a Notice of Dispute – none was provided in the Dispute Package provided to the Claims Officer. Nonetheless, Ms. D'Souza did submit to the Receiver documentation evidencing that she had recently filed a Consumer Proposal. The Receiver interpreted this as an indication of dispute and I agree that this is a reasonable interpretation in the circumstances. These documents – Form 47: Consumer Proposal, Form 79: Statement of Affairs, Form 48: Report of Administrator on Consumer Proposal, Form 49: Notice to Creditors of Consumer Proposal and Form 50: Notice of Meeting of Creditors to Consider Consumer Proposal – were filed, along with the Receiver's Claim evidencing the amounts owed by Elizabeth D'Souza to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Elizabeth D'Souza is indebted to Ridge in the amount of \$6,353.94. There is no evidence that Elizabeth D'Souza ever disposed of or transferred the Interval. The consumer proposal filed appears not to have been made to secured creditors and therefore does not purport to compromise secured claims in any case.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$244.08.

May 12, 2023

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

Claimant

- and -

**EMMANUEL LOPEZ**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Emmanuel Lopez, was a Member of Ridge, with an Interval Account bearing number 250251007830.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Emmanuel Lopez including the Receiver's Claim against him for amounts owing under the TSA and the Collection Plan Order in the amount of \$6,353.94.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Emmanuel Lopez filed a Notice of Dispute dated April 15, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Emmanuel Lopez to Ridge.

In the Notice of Dispute, Emmanuel Lopez states that the 2020 and 2018 fees that the Receiver alleges are owing were all paid. Mr. Lopez attaches copies of Visa statements indicating payments and he also attaches the alleged 2020 and 2018 invoices. However, it appears from a review of the invoices in question that neither of them are associated with the Interval or even Ridge. The invoices relate to different accounts. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by Emmanuel Lopez to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Emmanuel Lopez is indebted to Ridge in the amount of \$6,353.94.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$116.96.

November 25, 2022

A handwritten signature in black ink, consisting of a stylized 'T' followed by a 'D' and a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

Claimant

- and -

**EVERTON ADAMS**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Everton Adams, was a Member of Ridge, with an Interval Account bearing number 250251008310.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Everton Adams including the Receiver's Claim against Everton Adams for amounts owing under the TSA and the Collection Plan Order in the amount of \$6,399.97.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Everton Adams filed a Notice of Dispute dated April 14, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Everton Adams to Ridge.

In the Notice of Dispute, Everton Adams provided no specific comments or justification for the dispute. The Notice of Dispute does not provide any specific contest that the above-noted amounts are owed by Everton Adams to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Everton Adams is indebted to Ridge in the amount of \$6,399.97.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the

factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer award's the Receiver costs in the amount of \$46.78.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', with a long horizontal line extending to the right.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021





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

Claimant

- and -

**JENNIFER FRASER**

Respondent

**CLAIMS DECISION**

Pursuant to the Order of the Honourable Madam 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**").

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 *Corporation Act (Ontario)* to operate the Carriage Hills Resort, a 78-unit residential resort (the "**Resort**"). As set out in the First Report of the Receiver, dated February 5, 2021, the Resort is governed pursuant 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.

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. Each Member is a party and signatory to an Adherence Agreement, which binds it to the TSA. 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**"). It should be noted that many of these Charges were annual charges that each Member could expect to be assessed on a regular and ongoing basis.

The Respondent, Jennifer Fraser, was a Member of Ridge, with an Interval Account bearing number 250251008410.

Pursuant to the Receiver's Collection Plan Order granted by the Honourable Madam Justice Conway dated February 16, 2021 (the "**Collection Plan Order**"), the Court approved a process for the identification, quantification and resolution of the Receiver's Claims (as defined in the Collection Plan Order and its Schedules). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Collection Plan Order. Pursuant to the Collection Plan Order, the Receiver's Claims 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 order of the Court dated July 2, 2020; 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.

In accordance with the Collection Plan Order, and according to the receiver's records, the Receiver sent a Claims Package to Jennifer Fraser including the Receiver's Claim against her for amounts owing under the TSA and the Collection Plan Order in the amount of \$6,323.68.

The Collection Plan Order provides that, if a Notice of Dispute is submitted by a Subject Member to the Receiver, the Receiver shall submit a Dispute Package to the Claims Officer in respect of any Disputed Claim that the Receiver intends to pursue. Each Dispute Package shall include the applicable Receiver's Claim, the applicable Notice of Dispute together with any supporting documentation filed by the Subject Member, and any other ancillary documentation.

Pursuant to the Collection Plan Order, Jennifer Fraser filed a Notice of Dispute dated March 30, 2021 with the Receiver which was filed, along with the Receiver's Claim evidencing the amounts owed by Jennifer Fraser to Ridge.

In the Notice of Dispute, Jennifer Fraser states that her experience of membership was marred by difficulty and management ineptitude. She was constantly correcting personal information with the resort and management. Ms. Fraser indicates that in 2018 she provided certain information to "Timeshare Exit Team" in 2018, though the precise important of this communication is not clear. There is no evidence that Ms. Fraser arranged to transfer or deed back ownership of the Interval. The Notice of Dispute does not otherwise contest that the above-noted amounts are owed by Jennifer Fraser to Ridge.

As set out in the Collection Plan Order, the Claims Officer, in his discretion, is entitled to decide any Disputed Claim on the basis of the written record contained with the applicable Dispute Package and is entitled to rely on the books and records of the Applicant and any information provided by the Receiver without independent investigation.

In light of the evidence before the Claims Officer and in accordance with the provisions of the Collection Plan Order, the Claims Officer has determined that the Receiver's Claim is valid and that Jennifer Fraser is indebted to Ridge in the amount of \$6,323.68.

As set out in paragraph 35 of the Collection Plan Order, where the decision of the Claims Officer affirms the Receiver's Claim, the Claims Officer shall also make a cost award to 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. Bearing that in mind and having regard for the factors set out in rule 57.01 of the *Rules of Civil Procedure*, the Claims Officer awards the Receiver costs in the amount of \$93.56.

November 25, 2022

A handwritten signature in black ink, appearing to read 'T. Duncan', written over a horizontal line.

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Tim Duncan, solely in his capacity as Claims Officer appointed pursuant to the Order of the Honourable Justice Conway, dated February 16, 2021



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

**CLAIMS OFFICER'S REPORT  
(JANUARY 22, 2024)**

**FOGLER, RUBINOFF LLP**

Lawyers

TD Centre, North Tower

77 King Street West, Suite 3000

Toronto ON M5K 1G8

**Tim Duncan (61840S)**

Tel: (416) 941-8817

tduncan@foglers.com

Tel: (416) 864-9700

Fax: (416) 941-8852

Claims Officer

**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**

**Applicants**

**SERVICE LIST**

**VIA EMAIL**

**TO: AIRD & BERLIS LLP**  
181 Bay Street, Suite 1800

Brookfield Place  
Toronto, ON M5J 2T9

**Sanj Mitra**  
Tel: 416.865.3085  
Email: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

**Sam Babe**  
Tel: 416.865.7718  
Email: [sbabe@airdberlis.com](mailto:sbabe@airdberlis.com)

*Lawyers for the Receiver, BDO Canada Limited*

**AND TO: THORNTON GROUT FINNIGAN LLP**  
100 Wellington Street West, Suite 3200  
TD West Tower, Toronto-Dominion Centre  
Toronto, ON M5K 1K7

**Leanne M. Williams**  
Tel: 416.304.0060  
Email: [lwilliams@tgf.ca](mailto:lwilliams@tgf.ca)

**Mitchell W. Grossell**  
Tel: 416.304.7978  
Email: [mgrossell@tgf.ca](mailto:mgrossell@tgf.ca)

*Special Counsel to the Receiver*

**AND TO: BDO CANADA LIMITED**  
20 Wellington Street East, Suite 500  
Toronto, ON M5E 1C5

**Josie Parisi**  
Email: [jparisi@bdo.ca](mailto:jparisi@bdo.ca)

**Matthew Marchand**  
Email: [mmarchand@bdo.ca](mailto:mmarchand@bdo.ca)

*Receiver of the Applicant*

**AND TO: BLANEY McMURTRY LLP**  
Lawyers  
Suite 1500-2 Queen Street East  
Toronto ON M5C 3G5

**Lou Brzezinski**  
Tel: 416.593.2952  
Fax: 416.594.5084  
Email: [lbrzezinski@blaney.com](mailto:lbrzezinski@blaney.com)

**Varoujan Arman**  
Tel: 416.596.2884  
Fax: 416.593.2960  
Email: [varman@blaney.com](mailto:varman@blaney.com)

*Lawyers for Lori Smith and Karen Levins*



**AND TO: CHRISTOPHER DIANA**  
1889 Birkeshire Woods Lane  
Severn, ON L3V 0E8

Tel: 1.705.259.0726  
Email: [cdiana@rogers.com](mailto:cdiana@rogers.com)

**AND TO: NEWTON WONG & ASSOCIATES  
PROFESSIONAL CORPORATION**  
Barristers and Solicitors  
1033 Bay Street  
Suite 307SO  
Toronto, ON M5S 3A5

**Newton Wong**  
Tel: 416.971.9118  
Fax: 416.971.7210  
Email: [nwong@nwlaw.ca](mailto:nwong@nwlaw.ca)

*Lawyers for David and Phyllis Lennox*

**AND TO: MARK GROSSMAN PROFESSIONAL**  
17 Weber Street West  
Kitchener, ON N2H 3Y9

**Mark S. Grossman**  
Tel: 1.519.578.9010  
Fax: 1.647.946.6570  
Email: [mgrossman@shuhclinegrossman.com](mailto:mgrossman@shuhclinegrossman.com)

*Lawyers for Mark Grossman and Carole Grossman*

**AND TO : BORDEN LADNER GERVAIS LLP**  
1000 de la Gauchetière West  
Suite 900  
Montréal, Qc H3B 5H4

**François d. Gagnon**  
Direct line: 1.514.954.2553  
Email: [fgagnon@blg.com](mailto:fgagnon@blg.com)

**Panagiota Kyres**  
Direct line: 1.514.954.2644  
Email: [pkyles@blg.com](mailto:pkyles@blg.com)

*Lawyers for Bell Canada*

**AND TO: K&L GATES LLP**  
One Newark Center - 10th Floor  
Newark, New Jersey 07102

**David S. Catuogno, Esq.**  
Direct: (973) 848-4023  
Mobile: (201) 805-4371  
Fax: (973) 848-4001  
Email: [David.Catuogno@klgates.com](mailto:David.Catuogno@klgates.com)

*Lawyers for Wyndham Worldwide Corporation, Shell Finco LLC, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc.*

**AND TO: SHAPIRO REAL ESTATE & BUSINESS LAWYERS**  
333 Sheppard Avenue East, Suite 201  
Toronto, ON M2N 3B3

**Garry Shapiro**  
  
Tel: (416) 224-0808  
Fax: (416) 224-0818  
Email: [gshapiro@garryshapirolaw.com](mailto:gshapiro@garryshapirolaw.com)

**Kate Moon**  
Email: [KMoon@garryshapirolaw.com](mailto:KMoon@garryshapirolaw.com)

*Lawyers for the Proposed Purchaser, Sunray Group of Hotels Inc.*

**AND TO: FOGLER, RUBINOFF LLP**  
TD Centre  
3000-77 King St  
WPO Box 95  
Toronto, Ontario M5K 1G8

**Tim Duncan**  
Tel: 416-941-8817  
Fax: 416 941 8852  
Email: [tduncan@foglery.com](mailto:tduncan@foglery.com)

*Claims Officer*

**AND TO: GOLDMAN SLOAN NASH & HABER LLP**  
480 University Ave Suite 1600  
Toronto, Ontario M5G 1V2

**Sam Nash**  
Tel: 416.597.9922  
Fax: 416.597.3370  
Email: [nash@gsnh.com](mailto:nash@gsnh.com)

*Lawyers for Horseshoe Valley Resort Ltd., Horseshoe Resort Corporation and Finova Capital Corporation, Finova (Canada) Capital Corporation and RFC Canada Corporation*

**AND TO: MINISTRY OF GOVERNMENT AND CONSUMER SERVICES**  
ServiceOntario, Regulatory Services Branch  
20 Dundas Street West, 4<sup>th</sup> Floor  
Toronto, Ontario M5G 2C2

**Jeffrey W. Lem, Director of Titles**  
Email: [Jeffrey.lem@ontario.ca](mailto:Jeffrey.lem@ontario.ca)

**AND TO: GARFINKLE BIDERMAN LLP**  
Barristers & Solicitors  
1 Adelaide Street East  
Toronto, Ontario M5C 2V9

**Monica Peters**  
Tel: 416.869.7642  
Fax: 416.869.0547  
Email: [mpeters@garfinkle.com](mailto:mpeters@garfinkle.com)

*Lawyers for Richard Mills*

**AND TO: DEPARTMENT OF JUSTICE CANADA**  
National Litigation Sector  
Ontario Regional Office  
120 Adelaide Street West, Suite 400  
Toronto, ON M5H 1T1

**Frank D'Alessandro**  
Email: [Frank.DAlessandro@justice.gc.ca](mailto:Frank.DAlessandro@justice.gc.ca)

*Lawyers for Canada Revenue Agency*

## E-Service List

[smitra@airdberlis.com](mailto:smitra@airdberlis.com); [sbabe@airdberlis.com](mailto:sbabe@airdberlis.com); [lwilliams@tgf.ca](mailto:lwilliams@tgf.ca); [mgrossell@tgf.ca](mailto:mgrossell@tgf.ca);  
[lbrzezinski@blaney.com](mailto:lbrzezinski@blaney.com); [varman@blaney.com](mailto:varman@blaney.com); [cdiana@rogers.com](mailto:cdiana@rogers.com); [nwong@nwlaw.ca](mailto:nwong@nwlaw.ca);  
[mgrossman@shuhcliegrossman.com](mailto:mgrossman@shuhcliegrossman.com); [fgagnon@blg.com](mailto:fgagnon@blg.com); [pkyres@blg.com](mailto:pkyres@blg.com); [jparisi@bdo.ca](mailto:jparisi@bdo.ca);  
[mmarchand@bdo.ca](mailto:mmarchand@bdo.ca); [David.Catuogno@klgates.com](mailto:David.Catuogno@klgates.com); [tduncan@foglers.com](mailto:tduncan@foglers.com);  
[gshapiro@garryshapirolaw.com](mailto:gshapiro@garryshapirolaw.com); [KMoon@garryshapirolaw.com](mailto:KMoon@garryshapirolaw.com); [nash@gsnh.com](mailto:nash@gsnh.com);  
[Jeffrey.lem@ontario.ca](mailto:Jeffrey.lem@ontario.ca); [mpeters@garfinkle.com](mailto:mpeters@garfinkle.com); [Frank.DAlessandro@justice.gc.ca](mailto:Frank.DAlessandro@justice.gc.ca)

**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 PROCEEDINGS OF CARRIAGE RIDGE  
OWNERS ASSOCIATION**

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

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

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**MOTION RECORD**  
**(Returnable February 13, 2024)**

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

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

Tel: (416) 865-3085

Fax: (416) 863-1515

E-mail: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

**Sam Babe (LSO # 49498B)**

Tel: (416) 865-7718

Fax: (416) 863-1515 E-mail:

Email: [sbabe@airdberlis.com](mailto:sbabe@airdberlis.com)

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