

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

THE HONOURABLE MADAM) THURSDAY, THE 27TH
)
JUSTICE CONWAY) DAY OF MAY, 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

APPROVAL AND VESTING 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 (the “**Resort Property**”), appointed by Order of the Court with effect as of January 6, 2021 (the “**Receivership Order**”), for an order, *inter alia*, approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale between the Receiver, as vendor, and Sunray Group of Hotels Inc. (“**Sunray**”), dated April 6, 2021 (the “**Sale Agreement**”) and appended in redacted form to the Fourth Report of the Receiver dated May 11, 2021 (the “**Fourth Report**”), and as appended in unredacted form as an appendix to the Confidential Supplemental Report to the Fourth Report, dated May 11, 2021 (the “**Confidential Supplement**”), and vesting in Sunray’s designee, Sunray

Carriage Ridge Development Inc. (the “**Purchaser**”), the right, title and interest of the Applicant and the owners of the Resort Property (the “**Owners**”) in and to the property described as the “**Purchased Assets**” in the Sale Agreement (the “**Purchased Assets**”), was heard this day by Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Fourth Report, the Confidential Supplement, the Supplemental Report to the Fourth Report dated May 25, 2021 and the appendices to each, and on hearing the submissions of counsel for the Receiver, counsel for Wyndham Worldwide Corporation, Shell Finco LLC, Carriage Hills Resort Corporation and Carriage Hills Hospitality Inc. and counsel for Lori Smith and Bruce Fleming and the submissions of Christopher Diana, no one else appearing for any other parties on the Service List, although properly served as appears from the affidavit of Christine Doyle sworn May 13, 2021, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing 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. This Court orders and confirms that service on the Owners and other persons with interests recorded on title to the Resort Property has been effected pursuant to the Service Protocol Order of Justice Conway dated April 30, 2021.

TRANSACTION

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be

necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, or as it may direct.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the right, title and interest of the Applicant and the Owners in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial, monetary or ownership claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order; (ii) all instruments registered on title to the Real Property (as hereinafter defined) (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "C"**) and (iii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and, for greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that, upon the registration in the Land Registry Office for the Land Registry Division of Simcoe of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter Sunray Carriage Ridge Development Inc. as the owner of the subject real property

identified in **Schedule “B”** hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims (including without limitation all registered instruments on title to the Real Property) save and except the permitted encumbrances, easements and restrictive covenants listed on **Schedule “C”** hereto.

5. **THIS COURT ORDERS** that the Land Registrar shall vest title as herein provided, free and clear of, and without regard to, any relevant writs of executions that may have been filed with the Sheriff as against each and every registered owner, either before or after the date of this Order.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver’s Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver’s Certificate, as soon as practical after delivery thereof.

8. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Applicant and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Applicant,

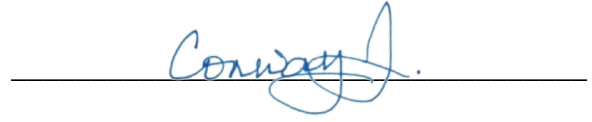
the vesting of the Purchased Assets in the Purchaser, or as it may direct, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. **THIS COURT ORDERS** that the Confidential Supplement be sealed and protected until the Receiver's Certificate has been filed or until further Order of this Honourable Court.

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

11. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this order is effective from the date it is made, and it is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order

for original, signing, entry and filing, as the case may be, when the Court returns to regular operations.

A handwritten signature in blue ink, appearing to read "Conroy J.", is written over a solid horizontal black line. The signature is cursive and includes a period at the end.

Schedule “A” – Form of Receiver’s Certificate

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

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RECEIVER’S CERTIFICATE

RECITALS

- I. Pursuant to an Order of the Honourable Madam Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) with effect as of January 6, 2021 (the “**Receivership Order**”), BDO Canada Limited (“**BDO**”) was appointed as receiver (in such capacity, the “**Receiver**”), without security, 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, including proceeds thereof.
- II. Pursuant to an Order of the Court dated May 27, 2021, the Court approved the agreement of purchase and sale between the Receiver, as vendor, and Sunray Group of Hotels Inc. (“**Sunray**”), dated April 6, 2021 (the “**Sale Agreement**”), and provided for the vesting in Sunray’s designee, Sunray Carriage Ridge Development Inc. (the “**Purchaser**”), of all the Applicant’s and the Owners’ rights, title and interests in and to the Purchased Assets (as defined in the Sale Agreement), which vesting is to be effective with respect to the Purchased Assets upon the delivery

by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the purchase price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

III. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the purchase price for the Purchased Assets payable on the closing date pursuant to the Sale Agreement;
2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

BDO CANADA LIMITED, solely in its capacity as the Court-appointed receiver of Carriage Ridge Owners Association, and not in its personal capacity or in any other capacity

Per: _____

Name:

Title:

SCHEDULE "B"
PURCHASED ASSETS

A. Real Property

Parcel 1-27 Section 51-ORO-3

Part of Lots 1 and 2 Concession 3, designated as Part 1 on Plan 51R-31409 Township of Oro-Medonte

B. Personal Property

See attached list on Schedule B-1.

C. Contracts

All right, title, and interest of the Associations in all Contracts related to the Real Property and the Personal Property, if any.

D. Warranty Rights

All right, title, and interest of the Associations in all Warranty Rights related to the Real Property and the Personal Property, if any.

E. Permits

All right, title, and interest of the Associations in all Permits related to the Real Property and the Personal Property, if any.

SCHEDULE "B-1"
PERSONAL PROPERTY - CONTINUED

Item Description	Hills	Count Ridge
H-A-B F-03 - Danby Black BCR34BL	1	
H-A-C MM-01 Cabinet Mount Microwave #PEM10WFC	8	
H-A-D-01 GE Dishwasher		23
H-A-F-03-Side by Side with door front icemaker FRS3R4EW4	2	
H-A-M-01B Danby 0.7 Cu Ft Microwave	52	3
H-A-O-01 JCS630DFWW GE 30" Slide in Electric Range Self Cleaning Oven	6	
H-A-OVR-001 Over the Range Microwave	6	2
H-A-R-001 30" Free Standing Range White	47	1
H-A-UMM-01A Danby 0.7 Cu Ft Microwave DMW799BL	21	
H-A-W/D-05A GE Washer Dryer Combo	43	
H-E-DVD-01 LG DVD/BlueRay Player	21	
H-E-TV-01A Samsung 43"	56	
H-E-TV-01B Samsung 49"	33	
In-Unit Bar Fridge		1
In-Unit Electrolux Washer/Dryer	17	60
In-Unit Fridge	1	
In-Unit Panasonic Microwave	2	
In-Unit Whirlpool Microwave	22	2
In-Unit 32" Panasonic TV	1	4
In-Unit 32" Samsung TV	5	17
In-Unit Balcony Deck Chair Style 45	183	18
In-Unit Balcony Deck Chair Style 90	148	130
In-Unit Balcony Side Table N	273	147
In-Unit Balcony Side Table Y	59	
In-Unit Boom Box N	164	29
In-Unit Boom Box Y		44
In-Unit Bradford White Water Tank	103	7
In-Unit Bradford White Water Tank #1	67	66
In-Unit Carpet - A	66	1
In-Unit Carpet - B	266	146
In-Unit Carpet - C	1	
In-Unit Carpet A	36	
In-Unit Carpet B	129	73
In-Unit Carpet C	1	
in-Unit Chair - A	55	27
in-Unit Chair - B	105	45
in-Unit Chair - C	5	1
In-Unit Chandelier Flushmount	51	26
In-Unit Chandelier Silver		38
In-Unit Chandelier Tulip	115	9
In-Unit DAIKIN Air Handler	48	
In-Unit Danby Bar Fridge Black	30	
In-Unit Danby Bar Fridge Double Door White	70	39
In-Unit Danby Bar Fridge Single Door White	48	18
In-Unit Danby Over Counter Microwave Black	4	2
In-Unit Dining Rm Furniture Pkg - A	51	27
In-Unit Dining Rm Furniture Pkg - B	54	
In-Unit Dining Rm Furniture Pkg - C	61	46

In-Unit Dining Rm Wall Lighting - Bronze Scones	121	
In-Unit Dining Rm Wall Lighting - Silver Scones		73
In-Unit Dining Rm Wall Lighting - Tulip	45	
in-Unit Drapes & Sheer Package A	82	26
in-Unit Drapes & Sheer Package B	82	2
In-Unit Drapes & Sheers Pkg A	160	33
In-Unit Drapes & Sheers Pkg B	171	109
In-Unit Drapes & Sheers Pkg C		1
In-Unit Dryer	1	
In-Unit DVD or BlueRay Player N	1	
In-Unit DVD or BlueRay Player Y	9	3
In-Unit DVD Player Philips	34	10
In-Unit DVD Player RCA	44	33
In-Unit DVD/Blue Ray Player Panasonic	205	96
In-Unit Electrolux Washer/Dryer	3	7
In-Unit Foyer Light Sensor N	68	72
In-Unit Foyer Light Sensor Y	93	
In-Unit Frigidaire Dishwasher		3
In-Unit Frigidaire Dryer	2	1
In-Unit Frigidaire Fridge	46	36
In-Unit Frigidaire range/oven	8	46
In-Unit Frigidaire Washer	2	1
In-Unit Frigidaire Washer/Dryer	82	3
In-Unit Furniture Pkg - A	163	76
In-Unit Furniture Pkg - B	142	
In-Unit Furniture Pkg - C	192	144
In-Unit GE Bar Fridge Double Door Black	12	2
In-Unit GE Dishwasher	149	18
In-Unit GE Fridge	86	27
In-Unit GE Microwave	113	46
In-Unit GE Microwave White		2
In-Unit GE Over Counter Microwave	5	12
In-Unit GE Over Counter Microwave Spacemaker 11 White	52	2
In-Unit GE Over Counter Microwave White	1	19
In-Unit GE Profile Microwave	3	1
In-Unit GE Range/Oven	11	18
In-Unit GE Washer Dryer Combo	14	2
In-Unit Giant Water Tank #2	62	71
In-Unit Goldstar Microwave	1	4
In-Unit Goldstar Microwave White	2	6
In-Unit GoldStar Over Counter Microwave White		35
In-Unit Headboard - A	113	52
In-Unit Headboard - B	156	2
In-Unit Headboard - C	64	93
In-Unit Hot Water Tanks Giant	1	
In-Unit JC8630DF3WW GE Range/Oven	1	1
In-Unit Jenn-Air Cook Top	1	
In-Unit Laundry Rm Light Sensor N	127	71
In-Unit Laundry Rm Light Sensor Y	36	1
In-Unit LG 32"	6	6

In-Unit LG 32" TV	7	3
In-Unit LG 37"	1	
In-Unit LG 40"	2	
IN-Unit LG 40" TV	9	
In-Unit LG Bar Fridge Single Door White		15
In-Unit LG Goldstar Microwave		4
In-Unit LG Goldstar Microwave White	1	
In-Unit LG Microwave		1
In-Unit Living Rm Table pkg - A	51	25
In-Unit Living Rm Table pkg - B	33	
In-Unit Living Rm Table pkg - C	82	47
In-Unit Mattress - A	311	120
In-Unit Mattress - B	16	26
In-Unit Maytag Cook Top	59	
In-Unit Maytag Fridge Side by Side		1
In-Unit Over Counter Microwave	18	1
In-Unit Overhead Track Lighting - A	125	26
In-Unit Overhead Track Lighting - B	2	70
In-Unit Overhead Track Lighting - C	42	1
in-Unit Overhead Track Lighting A	52	
in-Unit Overhead Track Lighting B	24	72
in-Unit Overhead Track Lighting C	39	1
In-Unit OVR Microwave Frigidaire	18	5
In-Unit Panasonic 32" TV	21	2
In-Unit Panasonic 37" TV	9	2
IN-Unit Panasonic 40" TV	9	5
IN-Unit Panasonic 49" TV	3	
In-Unit Philips 32" TV	6	9
In-Unit Philips 37" TV	4	
IN-Unit Philips 40" TV	4	2
In-Unit Potscrubber	1	22
In-Unit Requires Railing Painting N	123	147
In-Unit Requires Railing Painting Y	211	
In-Unit Samsung 32" TV	143	86
In-Unit Samsung 37" TV	3	4
In-Unit Samsung 40" TV	156	67
In-Unit Samsung 43" TV	6	
In-Unit Sharp 32" TV	12	10
In-Unit Side Bench- A	31	25
In-Unit Side Bench- B	25	
In-Unit Side Bench- C	23	
In-Unit Side Chair - A	4	1
In-Unit Side Chair - B	62	45
In-Unit Side Chair - C	2	1
In-Unit Sink Faucet - A	129	2
In-Unit Sink Faucet - B	38	70
In-Unit Sink Faucet - C		1
In-Unit Sofa - A	298	146
In-Unit Sofa - B	33	
In-Unit Sofa - C	3	1

In-Unit Sofa Mattress - A	325	146
In-Unit Sofa Mattress - B	4	
In-Unit Stereo N	48	24
In-Unit Stereo Y	118	48
In-Unit Sylvania DVD Player		1
In-Unit Toilet with Soft Close N	209	143
In-Unit Toilet with Soft Close Y	117	4
In-Unit Under Cupboard Lighting N	6	
In-Unit Under Cupboard Lighting Y	161	73
In-Unit Wall Hairdryer N	107	53
In-Unit Wall Hairdryer Y	226	94
In-Unit Wall Lighting - Bronze Scone	34	
In-Unit Wall Lighting - Lantern	25	
In-Unit Wall Lighting - Silver Scone	60	
In-Unit Washer	1	
In-Unit Whirlpool Dishwasher	19	1
In-Unit Whirlpool Fridge	33	3
In-Unit Whirlpool Range/Oven	34	
In-Unit Whirlpool Washer/Dryer	2	
In-Unit Wooden Blinds		5
R-A-D-001 Dishwasher White		6
R-A-F-001 18 CU FT Fridge Top Freezer White		6
R-A-OVR-001 Over the Range Microwave		2
R-A-R-001 30" Free Standing Range White		6
R-A-W/D-02 - Fridgidaire FTF530FS Washer for Wheelchair Accessible Uni	2	
R-A-W/D-03 - Fridgidaire FEQ332CES Dryer for Wheelchair Accessible Uni	2	
R-A-W/D-05--GE Washer Dryer Combo GUD24ESMJWW	1	
R-E-DVD-01A LG DVD/BlueRay Player	14	4
R-E-TV-02A Samsung 49"	1	
R-E-TV-02B Samsung 43"	1	
Grand Total	9,109	4,003

rooms items inventory

item	One bedroom	studio
Kitchen		
Small appliances		
coffee maker	1	1
toaster	1	1
Kettle- electric	1	1
blender	1	1
Cutting board Large 10" x 16"	1	1
Cutting board Small 7" x 14 "	1	1
Wooden Knife Block	1	
Scissors	1	
Sharpening steel	1	
chef's knife 8"	1	
Knife 5"	1	
paring knife 3"	1	
Bread knife, serated 5"	1	1
Steak knife	6	4
Silverware		
Dinner Knife	6	4
dinner fork	6	4
salad fork	6	4
soup spoon	6	4
tea spoon	6	4
serving spoon	2	
Utensils		
Slotted spoon nylon	1	
solid spoon nylon	1	
ladle	1	
bowl scraper rubber	1	
ice cream scoop	1	1
vegetable peeler	1	1
spatula rubber	1	
pizza cutter	1	
corkscrew	1	1
can opener	1	1
whisk 12"	1	
grater	1	
tongs service	1	

dish rack		1
Luggage Rack	1	1
vacuum	1	
hair dryer	1	1
mop bucket	1	
mop handle	1	
boot tray	1	1
iron	1	1
ironing board	1	1
kitchen amenity basket	1	1
zipper bag (clear) for extra linen in rooms	1	1
Tissue box cover	1	1
Broom and Dust Pan	1	1
bathroom amenity holder plexi glass	1	1
rubber mat (bath tub)	1	
Flash Light	1	1
Trivets - pot holder (rubber silicone)	2	2
Paper Towel Holder	1	1
Coaster set caddy	1	1
Coaster set (6) Black Rubber	6	6
wooden hangers	10	5
woodenhangers with clips	10	5
waste basket bathroom white	2	1
waste basket kitchen black	1	1
Plunger	1	1
Milk Jug (plastic)	1	1
Juice Jug / pitcher 2 Qt plasric	1	1
Frying Pan small 9"	1	
Frying Pan large 11"	1	
Sauce Pan 1 Qt	1	
Sauce pan 3 Qt	1	
Dutch Oven 5 Qt	1	
Tea Pot- stoneware	1	
measuring spoon set	1	
Cookie sheet	1	
Pizza Pan	1	
Measuring Cup - Glass	1	1
Salad bowl - Glass	1	
casserole dish -2 Qt glass	1	
Baking dish- Glass 9" x 13"	1	
serving bowl 35 OZ - Glass	1	
serving platter oval Glass 12.5"	1	1
mixing bow 1 QT Glass with plastic lid	1	1
mixing bow 1.5 QT Glass with plastic lid	1	1
mixing bow 2.5 QT Glass with plastic lid	1	
strainer	1	

ice cube tray	1	1
Dishware		
Salad plate 8 1/4 "	6	4
Dinner Plate 10 5/8 "	6	4
Coffee Mug	6	4
Cereal Bowl 22.5 Oz	6	4
Glassware		
Glass 17.24 oz	6	4
Glass - Rock 12.5 oz	6	4
Glass- wine 14.75 oz	6	4
Pillows		
queen	5	5
king	2	2
Blankets (fuzzy brown) King and Queen assorted	1	1
Mattress Pad King	1	1
Mattress Pad Queen	1	1
Duvet inserts	1	1

B-10

2 Bdrm total	Clarence 12	Hansom 16	Rockaway 20	Norfolk 26	Concord 26	Victoria 25	Stratford 26	Landau 16
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
0	0	0	0	0	0	0	0	0
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
2	24	32	40	52	52	50	52	32
10	120	160	200	260	260	250	260	160
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
10	120	160	200	260	260	250	260	160
10	120	160	200	260	260	250	260	160
10	120	160	200	260	260	250	260	160
10	120	160	200	260	260	250	260	160
10	120	160	200	260	260	250	260	160
2	24	32	40	52	52	50	52	32
0	0	0	0	0	0	0	0	0
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16

1	12	16	20	26	26	25	26	16
2	24	32	40	52	52	50	52	32
1	12	16	20	26	26	25	26	16
2	24	32	40	52	52	50	52	32
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
1	12	16	20	26	26	25	26	16
2	24	32	40	52	52	50	52	32
4	48	64	80	104	104	100	104	64
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
12	144	192	240	312	312	300	312	192
15	180	240	300	390	390	375	390	240
15	180	240	300	390	390	375	390	240
3	36	48	60	78	78	75	78	48
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
2	24	32	40	52	52	50	52	32
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16
0	0	0	0	0	0	0	0	0
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
1	12	16	20	26	26	25	26	16
1	12	16	20	26	26	25	26	16

B-12

2	24	32	40	52	52	50	52	32
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
10	120	160	200	260	260	250	260	160
10	120	160	200	260	260	250	260	160
10	120	160	200	260	260	250	260	160
10	120	160	200	260	260	250	260	160
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
10	120	160	200	260	260	250	260	160
10	120	160	200	260	260	250	260	160
10	120	160	200	260	260	250	260	160
	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0
10	120	160	200	260	260	250	260	160
4	48	64	80	104	104	100	104	64
	0	0	0	0	0	0	0	0
2	24	32	40	52	52	50	52	32
	0	0	0	0	0	0	0	0
2	24	32	40	52	52	50	52	32
2	24	32	40	52	52	50	52	32
	0	0	0	0	0	0	0	0
2	24	32	40	52	52	50	52	32

Hills total	Surrey	Brougham	Stagcoach		extra stock
167	26	26	19	71	
334	52	52	38	142	
334	52	52	38	142	
334	52	52	38	142	
334	52	52	38	142	
0	0	0	0	0	
334	52	52	38	142	
334	52	52	38	142	
167	26	26	19	71	
167	26	26	19	71	
167	26	26	19	71	
167	26	26	19	71	
167	26	26	19	71	
167	26	26	19	71	
334	52	52	38	142	
1670	260	260	190	710	
0	0	0	0	0	
0	0	0	0	0	
0	0	0	0	0	
1670	260	260	190	710	
1670	260	260	190	710	
1670	260	260	190	710	
1670	260	260	190	710	
1670	260	260	190	710	
334	52	52	38	142	
0	0	0	0	0	
167	26	26	19	71	
167	26	26	19	71	
167	26	26	19	71	
167	26	26	19	71	
334	52	52	38	142	
334	52	52	38	142	
167	26	26	19	71	
167	26	26	19	71	
334	52	52	38	142	
334	52	52	38	142	
167	26	26	19	71	
167	26	26	19	71	
167	26	26	19	71	

167	26	26	19	71
334	52	52	38	142
167	26	26	19	71
334	52	52	38	142
167	26	26	19	71
167	26	26	19	71
334	52	52	38	142
334	52	52	38	142
334	52	52	38	142
334	52	52	38	142
334	52	52	38	142
334	52	52	38	142
334	52	52	38	142
334	52	52	38	142
167	26	26	19	71
334	52	52	38	142
668	104	104	76	284
334	52	52	38	142
334	52	52	38	142
2004	312	312	228	852
2505	390	390	285	1065
2505	390	390	285	1065
501	78	78	57	213
334	52	52	38	142
334	52	52	38	142
334	52	52	38	142
334	52	52	38	142
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
167	26	26	19	71
0	0	0	0	0
334	52	52	38	142
334	52	52	38	142
334	52	52	38	142
167	26	26	19	71
167	26	26	19	71

334	52	52	38	142
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
1670	260	260	190	710
1670	260	260	190	710
1670	260	260	190	710
1670	260	260	190	710
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
1670	260	260	190	710
1670	260	260	190	710
1670	260	260	190	710
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
1670	260	260	190	710
668	104	104	76	284
0	0	0	0	0
334	52	52	38	142
0	0	0	0	0
334	52	52	38	142
334	52	52	38	142
0	0	0	0	0
334	52	52	38	142

Item	Total on hand	Location
Duvet insert	476	in rooms
Duvet cover	1179	in rooms
King fitted	1629	housekeeping storage
King flat	1101	housekeeping storage
King Pillow Case	2987	housekeeping storage
King Pillow Protector	1537	housekeeping storage
King Pillows	952	in rooms
Queen fitted	961	housekeeping storage
Queen flat	1028	housekeeping storage
Queen Pillow Case	4308	housekeeping storage
Queen Pillow Protector	2985	housekeeping storage
Queen Pillows	2380	in rooms
Towels / Terry		
Bath towels	4680	housekeeping storage
Hand Towel	5665	housekeeping storage
Face Cloth	4419	housekeeping storage
Bath Mat	2255	housekeeping storage
Pool Towels	2800	housekeeping storage
Kitchen towel	1913	housekeeping storage
Dish Cloth	810	housekeeping storage
Blanket King + Queen assorted	476	in rooms
King mattress pad	476	in rooms
Queen matress Pad	476	in rooms

	Hills	Ridge
King Bed bug cover	334	142
Queen Bed bug cover	334	142
Twin Bed Bug Cover	668	284
Bed Scarf	334	142
Bolster Pillow	334	142

New in storage

50
30
210
290
100
185

in rooms		
in rooms		
in rooms		
housekeeping storage		
housekeeping storage		

Item description	Hills	Ridge	Total
Barbeques	14	6	20
Picnic tables (metal legs)	16	6	22
Picnic tables (wood legs)	4	-	4
Picnic tables (hexegon)	6	-	6
Pool deck chaise lounges	60	16	76
Three piece sectional couches	7	3	10
PVC recycle centres	8	3	11
Gym equipment:			
Dumbbell weight set	1	1	2
Treadmills	2	2	4
Stairmasters	1	-	1
Stationary bike	1	1	2
Elypticals	2	1	3
Universal weight station	1	1	2
Benches	2	1	3

SCHEDULE "C"
PERMITTED ENCUMBRANCES

Parcel 1-27 Section 51-ORO-3

Parcel	Date of Registration (yy/mm/dd)	Registration No.
1-27	03/08/14	SC141616
1-27	03/11/06	SC167809
1-27	05/03/09	SC311576

**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 RIDGE OWNERS ASSOCIATION**

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

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

APPROVAL AND VESTING ORDER

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