

**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**

MOTION RECORD

(returnable February 16, 2021)

Date: February 5, 2021

AIRD & BERLIS LLP

Barristers & Solicitors
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*Lawyers for the Administrator and
Receiver, BDO Canada Limited*

TO THE ATTACHED SERVICE LIST

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

**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

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**MOTION RECORD
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TAB 1

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

**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**

**NOTICE OF MOTION
(returnable February 16, 2021)**

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 the Carriage Ridge Owners Association (the “**Ridge Association**” and together with the Applicant, the “**Associations**”) all the lands and premises on which the Applicant operated the Carriage Hills Resort (the “**Hills Property**”) all the lands and premises on which the Ridge Association operated the Carriage Ridge Resort (together with the Hills Property, the “**Resort Properties**”), appointed by Orders of the Court with effect as of January 6, 2021, will make a motion to a judge presiding over the Commercial List on Tuesday, February 16, 2021 at 9:00 a.m., or as soon after that time as the motion can be heard, by judicial video conference at Toronto, Ontario. Please refer to the conference details attached as **Schedule “A”** hereto in order to attend the motion and advise if you intend to join the motion by emailing Sam Babe at sbabe@airdberlis.com.

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

1. THE MOTION IS FOR:

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

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- (i) approving First Report of the Receiver dated February 5, 2021 (the “**First Report**”) and the activities of the Receiver set out therein;
 - (ii) approving the Receiver’s statement of receipts and disbursements;
 - (iii) approving the fees and disbursements of BDO (both in its capacity as Receiver and in its prior capacity as Administrator of the Applicant) and its counsel; and
 - (iv) authorising the Receiver to pay certain of the Applicant’s pre-receivership costs;
- (b) an Order, substantially in the form attached hereto as **Schedule “C”**, among other things, approving a claims process for certain categories of creditors of the Applicant (the “**Claims Order**”); and
 - (c) an Order, substantially in the form attached hereto as **Schedule “D”**, among other things, approving a procedure for the identification, quantification and resolution of claims of the Applicant against delinquent members (the “**Collections Order**”),

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

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

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

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was appointed as Receiver, with effect as of January 6, 2021, being the date of closure of the Resort Properties;

Ancillary Relief

- (c) the Amended and Restated Appointment Orders direct and empower the Receiver to report to the Court in respect of these proceedings at such times and intervals as the Receiver may deem appropriate;
- (d) the Receiver has filed with the Court its First Report outlining, among others things (i) the Receiver's and the Administrator's activities since Transition Report of the Receiver and Administrator dated December 22, 2020, (ii) the Receiver's receipts and disbursements, (iii) the fees and disbursements of BDO, both as Administrator and as Receiver, and of BDO's counsel, the Receiver's proposed Claims Process and the Receiver's proposed Collections Process, and the Receiver seeks this Court's approval of the same;
- (e) the Amended and Restated Appointment Orders direct and empower BDO to pass its accounts from time to time, and to include any necessary fees and disbursements of its legal counsel in the passing of its accounts;
- (f) BDO and its counsel, Aird & Berlis LLP, have accrued fees and expenses in their capacity as Administrator, Receiver, or counsel thereto, which fees and expenses require the approval of this Court pursuant to the Amended and Restated Appointment Orders direct;

Claims Process

- (g) in accordance with Orders of the Court made December 11, 2020 and Orders of the Court made January 5, 2021, the Receiver is marketing the Resort Properties for Sale with the ultimate objective of distributing the proceeds of the resulting sale(s) to the members of the Associations (the "**Members**");

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- (h) in order to be in a position to make distributions to Members, the Receiver has to first ensure that all liabilities of the Associations are satisfied;
- (i) the Receiver therefore proposes to conduct the Claims Process to identify and determine claims against the Applicant;
- (j) the claims subject to the Claims Process 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 closure of the Resort Properties;
- (k) obligations incurred by the Applicant in the normal course have been paid or, with the approval sought pursuant to the Ancillary Order, will be paid as soon as practicable, so that the creditors to whom such normal-course obligations are owed will not have to make claims in respect thereof in the Claims Process;
- (l) excluded from the Claims Process will be any claims secured by Court-ordered charges made in these proceedings and any claims against the Resort Properties by Members or by parties to which Members have granted mortgages or charges in the Members' interest in the Resort Properties;
- (m) a separate Claims Process will be conducted for each of the Associations;
- (n) the claims bar date will be April 15, 2021;
- (o) the date by which the Receiver will issue any notices of revision or disallowance is May 31, 2021;
- (p) a creditor will then have opportunity to deliver a notice of dispute to the revision or disallowance, which the Receiver will also consider;
- (q) if the creditor disagrees with the Receiver's final determination and any attempts to otherwise to resolve the dispute are unsuccessful, the Receiver will bring a

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motion for the Court's approval of a procedure to determine any and all such disputed claims;

Collection Process

- (r) under the Time Sharing Agreement to which, among others, the Applicant and each of its Members are party (the "TSA"), each Member agreed to pay (i) an annual Basic Charges in perpetuity to cover resort expenses, (ii) any Special Charges assessed if the Basic Charges proved inadequate to cover expenses and (iii) any Personal Charges resulting from the Member's own acts such as telephone charges or repaid or damages caused by the Member;
- (s) delinquent Members are also liable under the TSA for all interest accrued and accruing on their outstanding obligations;
- (t) pursuant to the Order of this Court dated July 2, 2020, the delinquent members were assessed an additional \$1,000 Delinquency Fee on October 1, 2020;
- (u) across the two Association, there are approximately 2,945 delinquent accounts, owing a total of \$25,126,891;
- (v) with almost three thousand accounts to collect, each owing on average less than \$10,000, and each being, to this point, difficult to collect, the Receiver needs the Collections Process in order to perform its duties in an efficient and timely manner;
- (w) the Collections Process will not apply to any delinquent Member:
 - (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

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- (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;
- (x) a single Member may both owe debts that are subject to the Collections Process and owe debts which are not subject to the Collections Process;
- (y) a separate Collections Process will be conducted for each of the Associations;
- (z) Members subject to the Collections Process ("**Subject Members**") will have twenty days from the date of the Collections Order to seek to have the Order varied;
- (aa) if necessary or desirable, the Receiver will schedule a comeback hearing to accommodate the Members who have sought to have the Collections Order varied (the "**Comeback Hearing**");
- (bb) after the Comeback Hearing, if any, the Receiver will issue to each Subject Member a collection package that will include a settlement offer, which may or may not represent a discount to what the Subject Member owes;
- (cc) a Subject Member will then have thirty days to accept the Receiver's settlement offer or to dispute the Receiver's claim;
- (dd) at the Receiver's option, disputed claims (each, a "**Disputed Claim**") can be referred to the independent lawyer appointed as claims officer pursuant to the Collection Order (the "**Claims Officer**");

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- (ee) the Claims Officer will decide each Disputed Claim on the basis of the written record comprised of the notices and ancillary documentation exchanged between the Receiver and the SubjeCt Member;
- (ff) the Claims Officer will have the power to make a costs award which, to the extent the Receiver's claim is affirmed, shall reflect the fees and disbursements incurred by the Claims Officer in determining the validity and amount of the Disputed Claim on a solicitor and client basis;
- (gg) the Receiver and the Subject Member will then have fifteen days to appeal the Claims Officer's decision;
- (hh) any appeals will be heard on a date or dates to be fixed by the Court and by means of a procedure to be approved by the Court;
- (ii) the Claims Officer will also report to the Court on all claims of the Receiver that are not disputed (each, an "**Undefended Claim**");
- (jj) on the basis of the Claims Officer's report, the Receiver will be entitled to seek default judgment on all Undefended Claims;
- (kk) the Receiver will be authorized 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 comes to be entitled;
- (ll) other than payment of judgment amounts from distributions, enforcement of judgments against Subject Members will be stayed until the earlier of the date of closing of a sale of the Ridge Property and further Order of this Court;
- (mm) the other grounds set out in the First Report;
- (nn) section 101 of the *CJA*, as amended;

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(oo) rules 1.04, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

(pp) 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 First Report, filed; and

(b) such further and other material as counsel may submit and this Court may permit.

Date: February 5, 2021

AIRD & BERLIS LLP

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Lawyers for BDO Canada Limited

TO: ATTACHED SERVICE LIST

AND IN THE MATTERS 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

NOTICE OF MOTION
(Returnable February 16, 2021)

AIRD & BERLIS LLP
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Lawyers for BDO Canada Limited

TAB A

Video Conference Details

February 16, 2021 at 9:00am, 30min

Join Zoom Meeting

<https://airdberlis.zoom.us/j/95654833771?pwd=ZFh1eHVIT2NDVVkvWjlWbHRld0hkQT09>

Meeting ID: 956 5483 3771

Passcode: 181384

One tap mobile

+17789072071,,95654833771#,,,,*181384# Canada

+12042727920,,95654833771#,,,,*181384# Canada

Dial by your location

+1 778 907 2071 Canada

+1 204 272 7920 Canada

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 647 374 4685 Canada

+1 647 558 0588 Canada

Meeting ID: 956 5483 3771

Passcode: 181384

Find your local number: <https://airdberlis.zoom.us/u/aeDJkzNmQ3>

TAB B

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

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

THE HONOURABLE MADAM	)	TUESDAY, THE 16 TH
)	
JUSTICE CONWAY	)	DAY OF FEBRUARY, 2021

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

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

ANCILLARY ORDER – HILLS

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 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*, (i) approving the First Report of the Receiver dated February 5, 2021 (the “**First Report**”) and the activities of the Receiver set out therein, (ii) approving the Receiver’s statement of receipts and disbursements, (iii) approving the fees and disbursements of BDO (both in its capacity as Receiver and in its prior capacity as Administrator) and its counsel, and (iv) authorizing the Receiver to pay certain of the Applicant’s pre-receivership costs, 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**”) and the First Report, and on hearing the submissions of counsel for the Receiver, _____, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of <*> sworn February <*>, 2021, filed.

SERVICE AND DEFINED TERMS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order that are not otherwise defined shall have the meaning ascribed to them in the First Report.

APPROVAL OF ACTIVITIES AND FEES

3. **THIS COURT ORDERS** that the First Report and the Receiver's activities set out therein be and are hereby approved.
4. **THIS COURT ORDERS** that the Receiver's statement of receipts and disbursements for the period to February 3, 2021 is hereby approved.
5. **THIS COURT ORDERS** that the professional fees and disbursements of BDO in its capacity as Administrator (in such capacity, the "**Administrator**") of both the Applicant and of Carriage Ridge for the period from November 30, 2020 to January 5, 2021 in the amount of \$82,486.75, plus disbursements of \$1,438.12 and HST of \$10,910.23 for a total of \$94,835.10, as set out in the Affidavit of Matthew Marchand, sworn February 5, 2021 and attached as Appendix "Q" to the First Report, are hereby approved and the Receiver is authorized to pay the Applicant's 69% share of such fees and disbursements.
6. **THIS COURT ORDERS** that the professional fees and disbursements of BDO in its capacity Receiver and receiver of Carriage Ridge for the period from January 6, 2021 to January 31, 2021 in the amount of \$102,241.30, plus disbursements of \$161.29 and HST of \$11,783.04 for a total of \$102,421.83, as set out in the Affidavit of Matthew Marchand, sworn February 5, 2021 and attached as Appendix "R" to the First Report, are hereby approved and the Receiver is authorized to pay the Applicant's 69% share of such fees and disbursements.
7. **THIS COURT ORDERS** that the professional fees and disbursements of Aird & Berlis LLP, counsel to the Administrator, to the Receiver and to the receiver of Carriage Ridge for the period from November 29, 2020 to February 3, 2021, in the amount of \$104,493.50 plus

disbursements of \$797.50 and HST of \$13,604.65, for a total of \$118,895.65, as set out in the Affidavit of Sam Babe sworn February 5, 2021 and attached as Appendix “S” to the First Report, are hereby approved and the Receiver is authorized to pay the Applicant’s 69% share of such fees and disbursements.

PAYMENT OF PRE-RECEIVERSHIP COSTS

8. **THIS COURT ORDERS** that the Receiver is authorized to pay the costs incurred by the Applicant in the normal course prior to January 6, 2021, as described in the First Report.

GENERAL

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

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

TAB C

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	TUESDAY, THE 16 TH DAY
)	
JUSTICE CONWAY	)	OF FEBRUARY, 2021

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

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

CLAIMS PROCESS AND BAR ORDER

THIS MOTION, made by BDO Canada Limited (“**BDO**”), in its capacity as receiver (in such capacity, the “**Receiver**”) over all of the assets, properties and undertakings of Carriage Hills Vacation Owners Association (the “**Applicant**”) and all the lands and premises on which the Applicant operated the Carriage Hills Resort (the “**Resort Property**”), appointed by Order of the Court with effect as of January 6, 2021 (the “**Receivership Order**”), for an Order approving a claims process, was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver dated February 5, 2021 (the “**Motion Record**”), First Report of the Receiver dated February 5, 2021 (the “**First Report**”), and on hearing the submissions of counsel for the Receiver, counsel for the Applicant, _____, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of <*> sworn February <*>, 2021, 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, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) **“Administration Order”** means the Order of the Court made May 15, 2020, among other things, appointing BDO as administrator of the Applicant;
- (b) **“BIA”** means the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;
- (c) **“Business Day”** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (d) **“Claim”** means:
 - (i) any debt or liability, present or future, to which the Applicant was subject on January 6, 2021 or to which the Applicant may become subject before the Receiver’s discharge by reason of any obligation incurred before January 6, 2021, including, without limitation, a Secured Claim, but excluding any Unaffected Claim;
 - (ii) without limitation to (i) above, any claim that may be raised by way of counter-claim against the Applicant by a Subject Member in response to a Receiver’s Claim, as such terms are defined in the Receiver’s Collection Plan Order made the date of this Order; and
 - (iii) any claim against any past or present director or officer of the Applicant;
- (e) **“Claims Bar Date”** means April 15, 2021;

- (f) “**Claims Package**” means a package including the Instruction Letter and the Proof of Claim Form;
- (g) “**Creditor**” means a Person having a Claim, and includes a Person having a Secured Claim;
- (h) “**CJA**” means the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended;
- (i) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (j) “**Dispute Notice**” means the notice, referred to in paragraph 20 hereof substantially in the form attached as **Schedule “D”** hereto, to be sent by a Creditor who has received, and disputes, a Notice of Revision or Disallowance;
- (k) “**Instruction Letter**” means the instruction letter to Creditors, substantially in the form attached as **Schedule “A”** hereto, regarding the completion of a Proof of Claim;
- (l) “**Member**” means a member of the Applicant;
- (m) “**Notice of Revision or Disallowance**” means the notice referred to in paragraph 17 hereof, substantially in the form attached as **Schedule “C”** hereto, to be sent by the Receiver where it disputes the amount of a Creditor’s Claim or the information set forth in such Creditor’s Proof of Claim;
- (n) “**Person**” means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;
- (o) “**Proof of Claim**” means a proof of claim, as referred to in paragraph 10 hereof, substantially in the form attached as **Schedule “B”** hereto, submitted or to be

submitted by a Creditor to the Receiver in respect of such Creditor's Claim against the Applicant, in accordance with the Order;

- (p) “**Protocol**” means the E-Service Protocol of the Commercial List;
- (q) “**Receiver’s Website**” means the website maintained by the Receiver at the following URL: <https://www.bdo.ca/en-ca/extranets/carriage/>;
- (r) “**Secured Claim**” means a Claim secured by a mortgage, hypothec, pledge, charge or lien on or against the property of the Applicant or any part of that property as security for a debt due or accruing due from the Applicant, or a Claim based on, or secured by, a negotiable instrument held as collateral security and on which the Applicant is only indirectly or secondarily liable; and
- (s) “**Secured Creditor**” means a Creditor holding a Secured Claim;
- (t) “**Unaffected Claim**” means any claim:
 - (i) secured by the Administration Charge, as such term is defined in the Administration Order; or
 - (ii) secured by the Receiver’s Charge or the Receiver’s Borrowings Charge, as such terms are defined in the Receivership Order; or
 - (iii) against the Resort Property or against any against Member in respect of any mortgage or charge granted by such Member against their ownership interest in the Resort Property; and
- (u) “**Unsecured Creditor**” means a Creditor holding a Claim that is not a Secured Claim.

NOTICE OF CLAIMS

3. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to send a copy of the Claim Package, by ordinary mail or email as soon as practicable and, in any

event, by no later than February 26, 2021, to each Person listed on the Receiver's BIA section 245 notice, including, without limitation:

- (a) All known Creditors, including, those Creditors which the books and records of the Applicant disclose are owed monies by the Applicant, and which monies remain unpaid in whole or in part;
- (b) any Person who commenced a legal proceeding in any court or tribunal in respect of a cause of action which arose prior to May 15, 2020, and which was served on the Applicant; and
- (c) the Canada Revenue Agency.

4. **THIS COURT ORDERS** that the Receiver shall cause a copy of the Claims Package to be posted on the Receiver's website (www.bdo.ca/en-ca/extranets/carriage/) as soon as practicable after the granting of this Order.

5. **THIS COURT ORDERS** that the Receiver shall dispatch by email, ordinary mail or courier, as soon as practicable following receipt of a request therefor, a copy of the Claims Package to any Person claiming to be a Creditor and requesting such material.

PUBLICATION OF NEWSPAPER NOTICE

6. **THIS COURT ORDERS** that as soon as practicable and, in any event, by no later than five (5) Business Days after the issuance of this Order, the notice of this Order, in substantially the form attached as **Schedule "E"** hereto (the "**Newspaper Notice**"), shall be published once by the Receiver in the national edition of *The Globe and Mail*.

7. **THIS COURT ORDERS** that the Newspaper Notice be and is hereby approved.

NOTICE SUFFICIENT

8. **THIS COURT ORDERS** that the publication of the Newspaper Notice, as provided for in paragraph 6 of this Order, and the delivery to the Creditors of the Claims Package as provided for in paragraph 3 of this Order and in accordance with paragraph 5 of this Order, shall constitute

good and sufficient service and delivery of notice of this Order and notice of the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert Claims and that no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order. Service shall be effective, in the case of mailing, three (3) Business Days after the date of mailing, in the case of service by courier, on the day after the courier package was sent, and in the case of service by fax or e-mail, on the day after the fax or e-mail was transmitted, unless such day is not a Business Day, or the fax or e-mail transmission was made after 5:00 p.m. (Toronto time), in which case, on the next Business Day.

FILING OF PROOFS OF CLAIM

9. **THIS COURT ORDERS** that the Receiver shall include the letter attached as **Schedule “A”** hereto as part of the Claims Package.

10. **THIS COURT ORDERS** that, except as otherwise provided herein and subject to paragraph 11 of this Order, each Creditor that asserts a Claim against the Applicant shall file a written Proof of Claim, in substantially the form attached as **Schedule “B”** hereto, so as to be received by the Receiver on or before the Claims Bar Date, by registered mail, personal delivery, courier or electronic or digital transmission.

11. **THIS COURT ORDERS** that, for greater certainty, Creditors who have separate Claims against each of the Applicant and Carriage Ridge Owners Association (“**Carriage Ridge**”) shall file both a Proof of Claim in respect of the Applicant in this proceeding and a separate proof of claim in the claims process approved in Carriage Ridge’s separate receivership proceeding before this Court (Court File No. CV-20-00640266-00CL).

12. **THIS COURT ORDERS** that a Proof of Claim shall be deemed timely filed only if sent by registered mail, personal delivery, courier or electronic or digital transmission so as to be actually received by the Receiver on or before the Claims Bar Date.

13. **THIS COURT ORDERS** that, in order for a Proof of Claim to be properly filed pursuant to this Order, said Proof of Claim shall be:

- (a) written in the English or French language;
- (b) denominated in lawful Canadian currency; and
- (c) conform substantially with the Proof of Claim form attached as **Schedule “B”** to this Order.

14. **THIS COURT ORDERS** that Unaffected Claims shall not be subject to this Order and holders of Unaffected Claims shall not be required to file a Proof of Claim in respect of their Unaffected Claims.

CLAIMS BAR

15. **THIS COURT ORDERS** that any Creditor who fails to file a Proof of Claim in respect of a Claim in accordance with this Order on or before the Claims Bar Date, shall, subject to further Order of the Court or paragraph 27 of this Order:

- (a) be forever barred, estopped and enjoined from asserting or enforcing any Claim (or filing a Proof of Claim, as the case may be, with respect to such Claim) against the Applicant and such Claim shall be forever extinguished;
- (b) not be permitted to participate in any distribution in these proceedings on account of any such Claim; and
- (c) not be entitled to receive further notices in these proceedings.

DETERMINATION OF CLAIMS

16. **THIS COURT ORDERS** that the Receiver shall review each Proof of Claim received by the Claims Bar Date, and shall either accept, revise or reject the amount claimed or the information set forth therein.

Notices of Revision or Disallowance

17. **THIS COURT ORDERS** that if the Receiver disputes the amount of a Claim or the information set forth in a Proof of Claim, the Receiver may attempt to consensually resolve same

with the Creditor, and/or send a Notice of Revision or Disallowance, in substantially the form attached as **Schedule “C”** hereto, to the Creditor by no later than May 31, 2021.

18. **THIS COURT ORDERS** that, if the Creditor does not dispute the Notice of Revision or Disallowance in accordance with paragraph 20 of this Order, then, subject to further order of this Court, the Notice of Revision or Disallowance shall be deemed to be accepted as final and binding.

19. **THIS COURT ORDERS** that if the Receiver does not deliver a Notice of Revision or Disallowance, in accordance with paragraph 17 of this Order, subject to further order of this Court, the amount of a claim or the information set forth in such Creditor’s Proof of Claim shall be deemed to be accepted as final and binding.

Dispute Notices

20. **THIS COURT ORDERS** that any Creditor with a Claim who intends to dispute a Notice of Revision or Disallowance shall deliver a Dispute Notice, in substantially the form attached as **Schedule “D”** hereto, to the Receiver by 5:00 p.m. (Toronto time) on the day which is ten (10) calendar days after the date of the Notice of Revision or Disallowance.

21. **THIS COURT ORDERS** that if the Receiver does not receive a Dispute Notice with respect to a Notice of Revision or Disallowance, in accordance with paragraph 20 of this Order, then, subject to further order of this Court, the Notice of Revision or Disallowance shall be deemed to be accepted as final and binding.

22. **THIS COURT ORDERS** that upon receipt of a Dispute Notice, the Receiver shall notify such Creditor of its determination as soon as practicable and the Receiver may attempt to consensually resolve the amount of the Claim with the Creditor. If the Creditor disagrees with the Receiver’s determination and any attempts to otherwise to resolve the dispute are unsuccessful, the Receiver will bring a motion for the Court’s approval of a procedure to determine the disputed Claim, together with any other such disputed Claims.

NOTICES OF TRANSFEREES

23. **THIS COURT ORDERS** that if, after the earlier of:

- (a) the date of filing a Proof of Claim; and
- (b) the Claims Bar Date,

the holder of a Claim, or any subsequent holder of same who has been acknowledged by the Applicant in respect thereof prior to January 6, 2021, transfers or assigns such Claim to another Person, the Receiver shall not be obliged to give notice to or to otherwise deal with the transferee or assignee of such Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, have been delivered to the Receiver. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the Creditor in respect of such Claim, and shall be bound by notices given and steps taken in respect thereof in accordance with the provisions of this Order.

NOTICES AND COMMUNICATION

24. **THIS COURT ORDERS** that, except as otherwise provided herein, the Receiver may deliver the Claims Package, a Notice of Revision or Disallowance and any notice or other communication to be given under this Order to Creditors or other interested Persons and the same will be sufficiently given by forwarding true copies thereof by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email to such Creditors or other interested Persons at the address last shown on the books and records of the Applicant. Any such service and delivery shall be deemed to have been received: (a) if sent by ordinary mail or registered mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, through the administration of the Claims Process, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice->

[directions/toronto/eservice-commercial/](#)) shall be valid and effective service. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective upon transmission.

26. **THIS COURT ORDERS** that any notice or other communication to be given under this Order by a Creditor to the Receiver shall be in writing in substantially the same form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, personal delivery or electronic or digital transmission addressed to:

BDO Canada Limited,
in its capacity as Receiver of Carriage Hills Vacation Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Claims

Email: BDOCarriageHills@bdo.ca

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

GENERAL

27. **THIS COURT ORDERS** that the Receiver may, in its discretion, generally or in individual circumstances, waive, in writing, the time limits imposed on any Creditor under this Order if the Receiver deems it advisable to do so (without prejudice to the requirement that all other Creditors comply with this Order) and, in so doing, may extend any related time period applicable to the Receiver by the same period of time.

28. **THIS COURT ORDERS** that, notwithstanding the terms of this Order, the Receiver may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement or replace this Order.

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

EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS

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

31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

SCHEDULE A

Instruction Letter for Completing the Proof of Claim in respect of Carriage Hills Vacation Owners Association (the “Applicant”)

A. Claims Procedure

By Order of the Ontario Superior Court of Justice (Commercial List) made February 16, 2021 pursuant to the *Courts of Justice Act*, R.S.O. 1990, c C.43 (the “**Claims Process and Bar Order**”), which is attached hereto, the Receiver has been authorized to conduct a claims process (the “**Claims Process**”).

This letter provides instructions for responding to or completing the enclosed Proof of Claim. Any capitalized terms not defined herein shall have the meaning ascribed thereto in the Claims Process and Bar Order.

The Claims Process is intended for any Person with any Claim of any kind or nature whatsoever against the Applicant, whether unliquidated, contingent or otherwise. Please review the Claims Process and Bar Order for the complete definition of “Claim”.

If you have any questions regarding the Claims Process, please contact the Court-appointed Receiver at the address provided below.

All notices and enquiries with respect to the Claims Process should be addressed to:

BDO Canada Limited,
in its capacity as Receiver of Carriage Hills Vacation Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Claims

Email: BDOCarriageHills@bdo.ca

B. General Instructions for Completing the Proof of Claim

The Proof of Claim must be completed by an individual and not a corporation. An individual acting for a corporation or other person must state the capacity in which such individual is acting, such as “Credit Manager”, “Treasurer”, “Authorized Agent”, etc. The individual completing the Proof of Claim must have knowledge of the circumstances connected with the Claim. All Proofs of Claim must be signed, dated and witnessed.

A Statement of Account containing full details of the Claim must be attached to the Proof of Claim. The Proof of Claim should include all amounts owing to you for any goods or services provided to the Applicant before January 6, 2021.

If the Creditor holds a contingent or unliquidated Claim, reasons for the Claim must be provided in addition to the basis upon which the Claim has been valued.

If the Claim or a portion thereof has been sold or assigned, the name of the party purchasing the Claim, the amount of the Claim sold or assigned, as well as supporting documentation, must be attached to the Proof of Claim submitted. The Proof of Claim can be completed by either the original Creditor or by the assignee, but not both. Creditors and assignee(s) must determine amongst themselves who will file the Proof of Claim.

Creditors who, in addition to their Claims against the Applicant, also have claims against Carriage Ridge Owners Association (“**Carriage Ridge**”) must file a second, separate proof of claim in the claims process being conducted in Carriage Ridge’s receivership proceeding.

C. For Creditors Submitting a Proof of Claim

If you believe that you have a Claim against the Applicant you will have to file a Proof of Claim with the Receiver. ***THE PROOF OF CLAIM MUST BE RECEIVED BY 5:00 PM (TORONTO TIME) ON APRIL 15, 2021***, unless the Court orders otherwise.

Additional Proof of Claim forms can be obtained from the Receiver’s website at <https://www.bdo.ca/en-ca/extranets/carriage/> or by contacting the Receiver at the telephone and fax numbers indicated above and providing particulars as to your name, address and facsimile number. Once the Receiver has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

D. Timetable

Pursuant to the Claims Process and Bar Order, the following is the timetable for the Claims Process:

Action Item	Deadline
Creditor Submit Proof of Claim	April 15, 2021, 5:00 p.m.
Receiver send any Notice of Revision or Disallowance	May 31, 2021
Creditor deliver any Dispute Notice	Within 10 days of Notice of Revision or Disallowance
Receiver Determination as to Dispute Notice	As soon as practicable

SCHEDULE B

Proof of Claim in respect of Carriage Hills Vacation Owners Association (the “Applicant”)

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the order dated February 16, 2021, as may be amended from time to time (the “**Claims Process and Bar Order**”). **Please type your response or print legibly. An electronic copy of this form may be accessed at <https://www.bdo.ca/en-ca/extranets/carriage/> .**

1. PARTICULARS OF CREDITOR

- (a) Full legal name of Creditor (include trade name, if different):

The full legal name should be the name of the Creditor of the Applicant, notwithstanding whether an assignment of its Claims, or a portion thereof, has occurred prior to or following January 6, 2021.

- (b) Full mailing address of the Creditor: (The mailing address should be the mailing address of the Creditor and not any assignee.)

- (c) Other contact information of the Creditor:

Telephone number: _____
 Email address: _____
 Facsimile number: _____
 Attention: _____

Has the Claim(s), or a portion thereof, set out herein been sold, transferred or assigned by the Creditor to another party?

Yes:

No:

2. PARTICULARS OF ASSIGNEE(S) (IF APPLICABLE)

If the Claim(s) set out herein, or a portion thereof, has been sold, transferred or assigned, complete the required information set out below. If there is more than one assignee, please attach a separate sheet which contains all of the required information set out below for each assignee.

(d) Full legal name of the Assignee:

(e) Full mailing address of the Assignee:

(f) Other contact information of the Assignee:

Telephone number: _____

Email address: _____

Facsimile number: _____

Attention: _____

3. CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

(a) That I (check one box only):

am an Unsecured Creditor or assignee of Carriage Hills Vacation Owners Association; OR

am _____ of
(position or title)

(name of Unsecured Creditor or assignee of Carriage Hills Vacation Owners Association) OR

am a Secured Creditor or assignee of Carriage Hills Vacation Owners Association; OR

am _____ of
(position or title)

(name of Secured Creditor or assignee of Carriage Hills Vacation Owners Association) OR

(b) That I have knowledge of all the circumstances connected with the Claim described and set out herein;

(c) That Carriage Hills Vacation Owners Association was and still is indebted to the Creditor as follows (*include all Claims that you assert against the Applicant*):

\$_____ [Insert \$ value of Claim] CAD

Note: Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as of February 16, 2021.

4. PARTICULARS OF CLAIM

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

Provide all particulars of the Claim and supporting documentation, including copy of related contract, amount, description of transaction(s) or agreement(s) giving rise to the Claim, including, without limitation, the amount of invoices and the particulars of all credits and discounts claimed including calculation as necessary and, in the case of a Secured Claim, provide all particulars and documentation of the security held.

5. FILING OF CLAIM

This Proof of Claim form must be received by the Receiver by no later than 5:00 p.m. (Toronto time) on the Claims Bar Date of April 15, 2021, by either registered mail, personal delivery, courier or electronic or digital transmission at the following address:

BDO Canada Limited,
in its capacity as Receiver of Carriage Hills Vacation Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Claims

Email: BDOCarrigeHills@bdo.ca

Failure to file your Proof of Claim and any required documentation as directed in relation to any Claim by 5:00 p.m. (Toronto time) on April 15, 2021 will result in your claim being forever barred and extinguished and you will be prohibited from making or enforcing a Claim against the Applicant and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a creditor in these proceedings.

6. UNAFFECTED CLAIMS

No Person needs to file a claim in respect of an Unaffected Claim.

DATED this _____ day of _____, 2021.

Witness:

Per: _____
Print Name: _____
Print Title: _____

SCHEDULE C
Notice of Revision or Disallowance in respect of Carriage Hills Vacation Owners Association (“the Applicant”)

Name of Creditor: _____

Reference #: _____

Defined terms not defined within this Notice of Revision or Disallowance form have the meaning ascribed thereto in the Claims Process and Bar Order dated February 16, 2021. Pursuant to paragraph 17 of the Claims Process and Bar Order, BDO Canada Limited, in its capacity as Receiver of the Applicant, hereby gives you notice that it has reviewed your Proof of Claim and has revised or rejected your Claim as follows:

(A) Revisions or Disallowance:

	Proof of Claim as Submitted	The Revised Claim as Accepted
Pre-Filing Claim arising prior to January 6, 2021		
Receivership Claim arising on or after January 6, 2021		

(B) Reason for the Revision or Disallowance:

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

1. If you intend to dispute this Notice of Revision or Disallowance you must, in relation to a Proof of Claim, *no later than 5:00 p.m. (Toronto time) on the day which is ten (10) calendar days after the date of the Notice of Revision or Disallowance*, deliver a Dispute Notice by registered mail, personal service, courier or electronic or digital transmission to the addresses indicated hereon. The form of Dispute Notice is attached to this Notice.
2. If you do not deliver a Dispute Notice, the amount of your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

Address for Service of Dispute Notices:

BDO Canada Limited,
in its capacity as Receiver of Carriage Hills Vacation Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Claims

Email: BDOCarriageHills@bdo.ca

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

DATED this _____ day of _____, 2021.

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

SCHEDULE D

Dispute Notice in respect of Carriage Hills Vacation Owners Association (the “Applicant”)

Defined terms not defined within this Dispute Notice form have the meaning ascribed thereto in the Claims Process and Bar Order dated February 16, 2021. Pursuant to paragraph 20 of the Claims Process and Bar Order, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____ issued by BDO Canada Limited in its capacity as Receiver of the Applicant in respect of our Claim.

Name of Creditor: _____

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

Signature of Individual/Authorized Signing Officer: _____

Date: _____

(Please print name) _____

Telephone Number: () _____ Facsimile Number: () _____

Full Mailing Address: _____

THIS FORM AND SUPPORTING DOCUMENTATION MUST BE RETURNED BY REGISTERED MAIL, PERSONAL SERVICE, COURIER OR ELECTRONIC OR DIGITAL TRANSMISSION TO THE ADDRESS INDICATED HEREIN AND MUST BE RECEIVED BY NO LATER THAN 5:00 P.M. (TORONTO TIME) ON THE DAY WHICH IS TEN (10) CALENDAR DAYS AFTER THE DATE OF THE NOTICE OF REVISION OR DISALLOWANCE.

Address for Service of Dispute Notices:

BDO Canada Limited,
in its capacity as Receiver of Carriage Hills Vacation Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Claims

Email: BDOCarriageHills@bdo.ca

SCHEDULE E

Notice to Creditors of Carriage Hills Vacation Owners Association

RE: NOTICE OF CLAIMS PROCESS FOR CARRIAGE HILLS VACATION OWNERS ASSOCIATION (the "Applicant") IN THE APPLICANT'S RECEIVERSHIP PROCEEDING

PLEASE TAKE NOTICE that this notice is being published pursuant to an order of the Superior Court of Justice of Ontario dated February 16, 2021 (the "Order") establishing a process for determining the amount of Claims (as defined in the Order) against the Applicant. The Court has ordered that the Receiver send Proof of Claim forms to certain creditors of the Applicant. Any person who has not received a Proof of Claim form and who believes that they have a Claim against the Applicant, which claim arose prior to January 6, 2021 or arose on or after January 6, 2021 and relates to the receivership of the Applicant, should send a completed Proof of Claim to the Receiver to be received by no later than 5:00 p.m. (Toronto time) on April 15, 2021 (the "Claims Bar Date").

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

Creditors who have not received a Proof of Claim may obtain a Proof of Claims package from the website of BDO Canada Limited, the Court-appointed Receiver of the Applicant, at <https://www.bdo.ca/en-ca/extranets/carriage/> or by contacting Ms. Mithushaa Berinpalingam (mberinpalingam@bdo.ca).

DATED at _____ this _____ day of _____, 2021.

AND IN THE MATTERS OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE HILLS VACATIONS OWNERS ASSOCIATION

Applicant

Court File No. CV-20-0064026-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**CLAIMS PROCESS AND BAR
ORDER**

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

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

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

Fax (416) 863-1515

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

TAB D

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM	)	TUESDAY, THE 16 TH
)	
JUSTICE CONWAY	)	DAY OF FEBRUARY, 2021

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

AND IN THE MATTER OF THE ADMINISTRATION
PROCEEDINGS OF **CARRIAGE 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 the Applicant, _____, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of <*> sworn February <*>, 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 and filing with this Court, 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 filed 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

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.



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: BDOSettlementHills@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: BDOPCarriageHills@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

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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

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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

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 court-appointed Receiver of Carriage Hills Vacation
 Owners Association*

TAB 2

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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1.0 INTRODUCTION AND PURPOSE OF REPORT

1.1 Introduction

- 1.1.1 The Carriage Hills Resort (the “**Hills Resort**”) and the Carriage Ridge Resort (the “**Ridge Resort**”) and collectively with the Hills Resort, the “**Resorts**”) are time-share resorts located in Horseshoe Valley, Township Oro (now part of Barrie), Ontario. The Hills Resort consists of 172 residential resort units in eight residential buildings, while the Ridge Resort consists of 78 residential resort units in three residential buildings. Both the Hills Resort and Ridge Resort have various common recreational facilities including, but not limited to, an indoor and outdoor pool, a gym and a management building. The Hills Resort was built in three phases on approximately twenty acres of real property and the Ridge Resort was built in one phase on approximately eight acres of real property (the buildings and real property of the Resorts are collectively referred to as the “**Resort Assets**”).
- 1.1.2 The Resorts are each governed pursuant to a time-share agreement (collectively, the “**TSAs**”). Pursuant to the TSAs, purchasers of the time-share intervals (the “**Members**”) also purchased a proportionate ownership interest, as tenants-in-common, in the land on which the Resorts are situated.
- 1.1.3 The Carriage Hills Vacation Owners Association (the “**Hills Association**”) was established as a not-for-profit entity and incorporated by letters patent on August 6, 1996, as a corporation without share capital under the *Corporations Act (Ontario)* to operate the Hills Resort. The Carriage Ridge Owners Association (the “**Ridge Association**”) and together with the Hills Association, the “**Associations**”) was established as a not-for-profit entity and incorporated by letters patent on August 7, 2003, as a corporation without share capital under the *Corporations Act (Ontario)* to operate the Ridge Resort.
- 1.1.4 Prior to January 6, 2021, the day-to-day operations of the Resorts were carried out by Carriage Hills Hospitality Inc. (“**CHHI**”), a subsidiary of Wyndham Worldwide Corporation (together with its affiliates, “**Wyndham**”), pursuant to similar management agreements (collectively, the “**Management Agreement**”) between the Associations and CHHI. CHHI’s employees acted as the hospitality, management and maintenance staff at the Resorts (the “**Resort Employees**”).
- 1.1.5 On May 15, 2020, BDO Canada Limited (“**BDO**”) was appointed Administrator pursuant to the orders of Madam Justice Conway (“**Administrator Appointment Orders**”). Copies of the Administrator Appointment Orders are attached hereto as **Appendices “A” and “B”**.
- 1.1.6 Pursuant to the orders of Madam Justice Conway dated October 15, 2020 (the “**Resort Closure Orders**”) the operations of the Carriage Hills Resort and Carriage Ridge Resort ceased effective January 6, 2021 (the “**Resort Closure Date**”). Copies of the Resort Closure Orders are attached hereto as **Appendices “C” and “D”**.

- 1.1.7 On December 1, 2020, the Administrator filed its third report to the Court (the “**Third Report**”), which dealt primarily with the development of the marketing and sales process, cash flow projections, and proposed next steps including the appointment of a receiver over the property of the Associations and the Resort Assets. The Third Report was filed in support of the relief sought by the Associations which included, among other things: (i) appointing BDO as receiver (the “**Receiver**”) over the Resort Assets and all of the assets, properties and undertakings of the Associations (the “**Associations’ Property**” and collectively with the Resort Assets, the “**Property**”) effective the Resort Closure Date, January 6, 2021; (ii) approving the marketing and sales process in respect of the Resorts (the “**Sales Process**”); and (iii) directing the Associations to fund the payment of the severance obligations to the Resort Employees. The relief was approved by orders of Madame Justice Conway dated December 11, 2020, (the “**Amended and Restated Appointment Orders**”), copies of which are attached as **Appendices “E”** and “**F**”, and Orders dated December 11, 2020 (the “**Transition Orders**”), copies of which are attached as **Appendices “G”** and “**H**”.
- 1.1.8 Pursuant to the order of Madam Justice Conway dated January 5, 2021 (the “**January 5th Orders**”) the Receiver was authorized to: (i) enter into a listing agreement with Colliers for the sale of the Resort Assets; (ii) enter into policies of insurance to cover the Resort Assets and (iii) terminate the Management Agreement. The January 5th Orders are attached hereto as **Appendix “I”** and “**J**”.
- 1.1.9 The Administrator’s appointment was transitioned to a receivership appointment (the “**Receivership**”) which became effective on January 6, 2021.
- 1.1.10 Additional background information can be found on the Receiver’s case website at <https://www.bdo.ca/en-ca/extranets/carriage/>. Such case website was established to facilitate sharing information with Members and other interested parties.

1.2 Purpose of this Report

- 1.2.1 The purpose of this first report of BDO in its capacity as Receiver (the “**First Report**”) is to provide stakeholders with an update of steps taken since BDO’s last report dated December 22, 2020 and support the granting of Orders:
- a) approving this First Report and the activities of the Receiver since its appointment;
 - b) approving the activities of BDO in its capacity as Administrator from the date of its appointment to January 5, 2021;
 - c) approving the Receiver’s proposed claims process (the “**Claims Process**”) as set out herein;
 - d) approving the Receiver’s proposed delinquent account collection process (the “**Collection Plan Process**”);

- e) authorizing the Receiver to reimburse Carriage Hills for payment of Resort Employees' severance obligations made on behalf of Carriage Ridge;
- f) authorizing the Receiver to pay costs of the Associations pertaining to the pre-receivership period including certain proposed bonus payments to the Resort Employees;
- g) approving the fees and disbursements of the Receiver and its legal counsel, Aird & Berlis LLP ("A&B"), as outlined herein and detailed in the supporting fee affidavit appended hereto and authorizing the Receiver to pay all approved and unpaid fees and disbursements;
- h) approving the fees and disbursements of BDO in its capacity as Administrator for the period from November 30, 2020 to January 5, 2021 as outlined herein and detailed in the supporting fee affidavit appended hereto and authorizing the Receiver to pay all approved and unpaid fees and disbursements; and
- i) approving the Receiver's interim statement of receipts and disbursements ("Interim R&D").

1.3 Disclaimer

- 1.3.1** In preparing this First Report and in conducting its analysis and recommendations, the Receiver has obtained and relied upon information provided to it by the Associations and other relevant parties. The Receiver's procedures did not constitute an audit or review engagement of the Associations financial reporting or other verification of such information.
- 1.3.2** This First Report has been prepared for the use of this Court and the Association's stakeholders to provide general information to assist the Court in making a determination on whether to grant the relief sought herein. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose.
- 1.3.3** Except as otherwise described in this First Report, the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook. The Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.
- 1.3.4** Capitalized terms used herein and not defined in this First Report shall have the meaning ascribed to them in the Transition Report.
- 1.3.5** All monetary amounts contained herein are expressed in Canadian dollars unless otherwise noted.

2.0 ACTIVITIES OF THE RECEIVER

2.1 Activities of the Receiver

2.1.1 Since its appointment the Receiver has:

- a) taken possession and control of the Resort Assets which included retaining nine (9) independent contractors, all of which were former Resort Employees who are familiar with the Resort Assets, to assist the Receiver with securing and maintaining the real property until it is sold;
- b) obtained from Wyndham all funds related to the Associations in Wyndham's possession less a reserve for outstanding cheques and certain accruals. The outstanding cheques for the Hills Association and the Ridge Association totaled \$386,535.55 and \$109,555.79, respectively. The accruals, which relate to utilities, holiday and severance pay, management fees, bank fees, and final payrolls totaled \$66,046.32 and \$29,310.15 for the Hills Association and the Ridge Association, respectively. The net funds received by the Receiver from Wyndham totaled \$1,562,173.75 and \$2,294,469.49 in respect of the Hills Association and the Ridge Association, respectively;
- c) opened trust estate bank accounts for each of the Hills Association and the Ridge Association;
- d) paid the balance of the outstanding property and commercial general insurance premiums totaling \$321,851.62;
- e) entered into insurance policies for the vehicle fleet owned by the Associations;
- f) erected fencing and posted signs to restrict unauthorized access to the premises and safeguard certain assets;
- g) engaged the services of a third party security company to patrol the premises over night;
- h) engaged the services of a snow removal company to ensure safe access to the premises in case of emergency;
- i) entered into a 6-month listing agreement (the "**Listing Agreement**") with Colliers Macaulay Nicolls Inc. ("**Colliers**"), a copy of which is appended hereto as **Appendix "K"**. As presented in the Listing Agreement, Colliers' commission is calculated as the greater of 0.5% of the sale proceeds or \$200,000 with co-operating brokers receiving 0.25% of the sale proceeds in addition to the Colliers commissions;
- j) prepared cash flow projections for the Hills Association and the Ridge Association to determine the level of borrowings required by the Receiver to pay for holding costs associated with the Resort Assets until the real estate can be sold;

- k) engaged BDO's Corporate Finance personnel to assist with soliciting financing offers from various lenders;
- l) engaged Aird & Berlis LLP as counsel to the Receiver and Thornton Grout Finnegan as special counsel to the Receiver;
- m) prepared statutory notices and statements pursuant to sections 245 and 246 of the *Bankruptcy and Insolvency Act (Canada)* which were filed with the Office of the Superintendent of Bankruptcy and mailed the notices to all known creditors of the Associations;
- n) prepared FAQ's addressing Member's questions, such FAQ's were posted on the Receiver's website on January 8, 2021 and emailed to all Members for whom the Receiver had email addresses on this same date;
- o) updated the Associations' websites, informing parties visiting the websites of the appointment of the Receiver and directing parties to the Receiver's case website;
- p) updated the Associations' websites to inform parties of the February 16, 2021 court hearing and included a link to the YouTube address where interested parties may view the hearing;
- q) sent an email blast on January 21, 2021 to all Members for whom the Receiver had email addresses advising of the February 16, 2021 court hearing. The email included the link to the YouTube address where interested parties may view the hearing;
- r) engaged an environmental consulting firm for the preparation of a phase 1 environmental report on each of the real properties;
- s) engaged in discussions with Wyndham and set-up a secure online portal to allow Wyndham to transfer the Associations' books and records to the Receiver;
- t) entered into a termination agreement and mutual release with Wyndham with respect to the Management Agreement;
- u) developed a Creditors Claims and Bar Process (as defined herein) for the purpose of calling claims of known and potential creditors, establishing a claims bar date, and allowing for the determination of claims received; and
- v) developed a Collection Plan Process (as defined herein) for the purpose of efficiently dealing with delinquent Members' outstanding balances.

3.0 CREDITORS CLAIMS PROCESS

3.1 Creditor Claims Process

- 3.1.1 The Receiver proposes to implement the following creditor claims process (the “**Creditor Claims Process**”) which will be established for the calling and determination of claims. Creditors are expected to include trade creditors whose claims were in dispute by the Associations prior the Receivership and claims from parties whose contracts were terminated as a result of the Resort closures.
- 3.1.2 The Receiver intends to pay all invoices relating to the Resorts liabilities which were incurred in the ordinary course of operations and approved by the boards, where required, prior to the Resort Closure Date (i.e. January 6, 2021) (the “**Normal Course Payments**”). The Receiver understands that under the normal payment processing protocols Wyndham had a payment cut off date of the 16th of each month (the “**Payment Cut-Off Date**”). Invoices received after the Payment Cut-Off Date were paid in the next payment cycle. Due to the anticipated closure of the Resorts and transition to the Receivership, the Associations invoices received post-December 16, 2020 were not paid. These invoices currently total \$174,858.25 and \$78,458.37 for the Hills Association and the Ridge Association, respectively. The Receiver anticipates additional invoices with respect to the pre-receivership period will be received in the near-term. The Receiver believes it would not be equitable to require these creditors to participate in the Creditor Claims Process solely as a result of the Payment Cut-Off Date which was not met. Further this will reduce the costs of dealing with these creditors in the Claims Process.
- 3.1.3 Pursuant to the terms of their employment, certain Resort Employees were entitled to be paid bonuses based on their performance. Wyndham advised the Receiver that these bonuses are typically paid in the first quarter of the year. The amount of the bonus payments, if any, are currently not available but represent obligations which will have to be paid once determined.
- 3.1.4 In addition to the claims for payment of liabilities incurred by the Resorts in the ordinary course of business, other claims that will be unaffected by the Creditor Claims Process include:
- a) claims secured by the Administration Charges under the Administrator Appointment Orders;
 - b) claims secured by the Receiver’s Charge or the Receiver’s Borrowings Charge under the Receivership Order; and
 - c) claims against the Applicant’s or the Resort’s real property by any mortgagee of a Member’s interest in the Resort Assets.
- 3.1.5 The Creditor Claims Process is described below and key dates are summarized in the following table:

Event	Per Claims Bar Order	Date
Court Approval		February 16, 2021
Publication in National Edition of Globe & Mail	as soon as possible on a Wednesday or Saturday following the issuance of the Order	
Mailing of Claims Packages	10 calendar days after court approval of Creditors' Claims Process	February 26, 2021
Claims Bar Date		April 15, 2021
Notice of Revision or Disallowance	45 calendar days after the Claims Bar Date	May 31, 2021
Notice of Dispute	To be filed by the Claimant with the Receiver within 10 calendar days from date of Notice of Revision or Disallowance (outside date is June 10, 2021)	June 10, 2021
Determination as to Notice of Dispute	Receiver and Claimant will attempt to resolve the dispute as soon as practicable	
Filing of Appeal of Receiver's Determination on Notice of Dispute	If dispute is unresolved and Claimant wishes to continue to challenge the determination by the Receiver, the Claimant will have to file an appeal with the Court within 10 calendar days after Receiver's determination of the Notice of Dispute	
Hearing to Resolve Dispute	On a date to be scheduled in consultation with the Court if Claimant files an appeal within 10 days of the Receiver's determination on the Notice of Dispute	

- a) With assistance from the former Resort Employees, the Receiver will compile listings of the Associations' known and potential remaining creditors;
- b) The Receiver will deliver to all known and potential creditors, a claims package which will include the following documents all of which are attached hereto as **Appendix "L"** (the "**Claims Package**"). The Receiver proposes to mail or email the Claims Package to creditors within ten (10) calendar days of court approval. The Claims Package will also be posted to the Receiver's case website.
 - (i) Instruction Letter;
 - (ii) Blank Proof of Claim form;
 - (iii) Notice of Revision or Disallowance;

- (iv) Dispute Notice; and
 - (v) Dispute Form
- c) The Receiver will publish on a one-time basis a notice of the Credit Claims Process and Claims Bar Date in the Globe and Mail national edition newspaper as soon as possible after court approval of the Creditors Claims Process on a Wednesday or Saturday;
- d) Creditors must submit completed proof of claims (the “**Claim**”) by April 15, 2021 (“**Claims Bar Date**”) failing which the creditor will be forever barred from asserting or enforcing any Claim or filing a proof of claim with respect to such Claim against the Associations or Resort Assets and such Claim shall be forever extinguished;
- e) If the Receiver disputes the creditor’s Claim, the Receiver will issue, by May 31, 2021, a disallowance letter to the creditor disallowing the claim in whole or in part (the “**Notice of Disallowance**”);
- f) Creditors will have 10 calendar days, from the date of the mailing of the Notice of Disallowance, to dispute the disallowance (the “**Notice of Dispute**”), failing which the Claim will be disallowed or valued as set out in the Receiver’s Notice of Disallowance; and,
- g) Any unresolved dispute with a Notice of Disallowances will either be settled by the Receiver, with the assistance of counsel, or by application to the Court for a determination provided the disputing creditor has made such application within the time frame provided.
- 3.1.6** The Receiver seeks approval and authorization for the implementation of the Creditor Claims Process.

4.0 COLLECTION PLAN

4.1 Delinquent Account History and Composition

- 4.1.1 As more fully described in the Third Report of the Administrator, each Member purchased at least one timeshare interval (an “Interval”) in one of the Resorts and many Members purchased more than one Interval at one of, or both, Resorts. The Associations have a combined total of approximately 11,400 individual Members who own a total of 17,408 Intervals. Included in those figures are 1,647 Members who own Intervals at both Resorts.
- 4.1.2 Pursuant to the TSAs, a Member remains contractually bound for liabilities and obligations associated with their Intervals (“Charges”) indefinitely unless the Member sells their interest in an Interval to another person in accordance with the terms of the applicable TSA. Over the last number of years, a growing number of Members have not paid their Charges (the “Delinquent Members”).
- 4.1.3 The table below summarizes the number of delinquent accounts and the dollar value of such. As presented, there are 2,945 Delinquent Members that collectively owe in excess of \$25.1 million (including late fees and interest).

Summary of Delinquent Accounts - December 31, 2020			
	Carriage Hills	Carriage Ridge	Total
# of delinquent accounts	1,934	1,011	2,945
Total delinquent accounts	\$ 15,353,026	9,773,865	25,126,891
Comprised of:			
Maintenance fees	6,338,519	3,448,893	9,787,412
Reserve fee	1,447,993	625,084	2,073,077
Property taxes	458,299	246,231	704,529
HST	977,630	505,999	1,483,629
Late fee	3,707,772	2,940,507	6,648,278
Financing & other fees	2,422,814	2,007,151	4,429,965
Total	\$ 15,353,026	9,773,865	25,126,891

- 4.1.4 In the past the Associations engaged a collection agency and external legal counsel to assist in collecting delinquent amounts (“Members in Collections”). The collection agency has entered into payment plans with several Members in Collections, which has resulted in collection of certain amounts. In addition, legal counsel has filed legal actions against various Members in Collections. While the efforts of legal counsel have resulted in judgements being awarded, monetizing such judgments has proven to be time consuming since any such judgment obtained must be registered on the real property owned by the Members in Collections in wait for those Members to eventually sell their real property.
- 4.1.5 Numerous Delinquent Members have been delinquent for years, owing multiple years of maintenance fees, reserve fees, property taxes and HST together with late fees and financing/interest charges.

- 4.1.6 In an effort to incentivize Delinquent Member's to pay their outstanding balances, a \$1,000 Delinquency Fee was approved pursuant to the orders of Madam Justice Conway issued on July 2, 2020 (the "Delinquency Fee Orders"). Delinquent Members who paid their full outstanding delinquent account by September 30, 2020 were not be assessed the Delinquency Fee. Every other Delinquent Member was assessed the Delinquency Fee and the amount has been added to the Delinquent Member's account. Copies of the Delinquency Fee Orders are attached hereto as **Appendices "M" and "N"**.
- 4.1.7 The following table categorizes the 2,954 Delinquent Member accounts as at December 31, 2020.

Categories of Delinquent Accounts			
	Carriage Hills	Carriage Ridge	Total
With the Associations for collection	463	368	831
With a collection agency	1,112	420	1,532
With legal counsel	359	223	582
Total Delinquent Member Accounts	1,934	1,011	2,945

- a) A total of 831 Delinquent Member accounts for both Resorts had not been sent to the collection agent by the time the Resorts closed.
- b) 1,532 Delinquent Member accounts were provided to Canadian ICR Limited ("CICR"), the collection agency. CICR has established some payment plans with Members in Collections and therefore these Members will not be subject to the Collection Plan Process; and
- c) 582 Delinquent Member accounts were subject to legal proceedings broken down as follows:
- (i) 113 had resulted in awarded, but not yet satisfied judgments;
 - (ii) 134 were still awaiting court issuance of the filed claims;
 - (iii) 131 were awaiting court dates which had not yet been scheduled due to court protocols during COVID-19;
 - (iv) 48 were stalled due to an inability to locate the Delinquent Member; or
 - (v) 156 were stayed due to bankruptcy of the Delinquent Member.
- d) Based upon the existing agreement between the Associations and its legal counsel, the cost of commencing a legal proceeding is \$729 per case.

4.2 Delinquent Account Collection Process

- 4.2.1 In light of the volume and quantum of the Delinquent Accounts and the number of Delinquent Members, the Receiver has determined that commencing individual court actions against each Delinquent Member to collect each Delinquent Account is not practical from a cost or timing perspective, and would be taxing on both the

court system and the estates. The Receiver has developed an alternative procedure for identifying and prosecuting claims to be advanced by the Receiver against certain Delinquent Members at the Receiver's sole discretion (the "**Subject Member**"). Subject Members are Delinquent Members who have Delinquent Accounts which are not already subject to a litigation proceeding to recover such Delinquent Accounts which are not already subject to a litigation proceeding to recover such Delinquent Accounts and are not in payment arrangements. The Receiver's proposed collection plan has all the necessary hallmarks of procedural fairness, balanced with the need for practicality and recovery in the estates and the integrity of the receivership generally (the "**Collection Plan**"). The Receiver circulated the proposed Collection Plan Order to the various counsels that have been actively involved in this restructuring process and sought their input in advance of service of this motion record. There was not consensus amongst counsel who represent various interests.

- 4.2.2 The Receiver is reviewing the Delinquent Accounts currently with the collections agency and/or with legal counsel. In consultation with these parties, the Receiver will determine which Delinquent Accounts should be included in the Collection Plan. Delinquent Accounts where payment plans have been established or subject to litigation proceedings or insolvency proceedings will be excluded from the Receiver's Collection Plan and will remain with the collection agency and/or legal counsel (the "**Non-Subject Members**"). Certain accounts with which may currently be with CICR may be brought back to the Receiver so that they will be included in the proposed Collection Plan. CICR has advised the Receiver that it will waive any return fee for accounts which are not subject to litigation or payment arrangements.
- 4.2.3 Under the Collection Plan, the Receiver will demand payment from the Subject Members for the full amount of the Member's individual Delinquent Account including principal, late fees and interest (the "**Receiver's Claim**"). Any Subject Member who fails to submit either payment or to dispute the Receiver's claim shall be deemed to have accepted the Receiver's Claim including the amount(s) owing by them and the Receiver shall be entitled to default judgment against said Subject Members in the said amounts. Non-Subject Members will not form part of the Receiver's Collection Plan and will not receive either a Receiver's Claim or Settlement Offer (as defined herein).
- 4.2.4 The Collection Plan is described below and key dates are summarized in the following table:

Event	Per Collection Plan Order	Date
Court Appearance		February 16, 2021
Mailing of Collection Plan Order	Within 7 calendar days after the February 16, 2021 court appearance	February 23, 2021
Publication of Notice of Collection Plan in National Edition of Globe & Mail	As soon as possible on a Wednesday or Saturday national edition	
Subject Members to schedule a Comeback Hearing, if needed	The purpose of the Comeback Hearing is to allow interested parties the opportunity to vary the Collection Plan Order as appropriate	Within 20 days of the issuance of the Collection Plan Order (March 8, 2021)
Mailing of Collection Packages to Subject Members	7 calendar days after the Comeback Hearing or within 20 days of issuance of the Collection Plan Order should no Comeback Hearing be necessary	
Acceptance of Settlement Deadline	Expires 30 days after the mailing of the Collection Package	
Notice of Dispute Deadline	Expires 30 days after the mailing of the Collection Package	
Notice of referral to Claims Officer or Abandonment of Claim	Within 7 days of referral to the Claims Officer or abandonment by the Receiver	
Appeal of Claims Officer's Decision	Within 15 calendar days of rendering of the Claims Officer's Decision	

- a) If any Subject Members bring motions to amend the Collection Plan Order, the Receiver may consolidate the hearings of all such motions (the **"Comeback Hearing"**). Any Subject Member who seeks to vary or set aside any provision of this Receiver's Collection Plan Order must attend the Comeback Hearing, failing which no such motions may be brought;
- b) The Receiver shall publish a notice of the Collection Plan in earliest practicable Sunday or Wednesday national edition of the Globe and Mail advising Subject Members of their right to seek a Comeback Hearing;
- c) Upon issuance of the Collection Plan Order, the Receiver shall mail or email Collection Packages (as defined herein) to Subject Members within 7 calendar days following the Comeback Hearing or if no Comeback Hearing is held the date that is 20 days after the approval of the Collection Plan. The Collections Package shall include the following documents, all of which are attached hereto as **Appendix "O"** (the **"Collection Package"**):

- (i) an Instruction Letter;
 - (ii) the applicable Receiver's Claim;
 - (iii) the Notice to Subject Members;
 - (iv) a blank form of Notice of Dispute; and
 - (v) the applicable Settlement Offer.
- d) The Receiver shall also cause the Instruction Letter, the Notice to Subject Members, a blank form of Notice of Dispute, and the Receiver's Collection Order to be posted to the Receiver's case website.
- e) The Receiver's Claim shall set out the amount due which shall be the aggregate of (the "**Subject Member's Account Balance**"):
 - (i) the gross amount of the individual Subject Member's account balance which includes the unpaid maintenance fees, reserve fees, property taxes and HST for each year that the amounts remain unpaid;
 - (ii) interest calculated at a rate of 20% for the Hills Association and 30% for the Ridge Association, from date the account debt became due up to January 31, 2021 (this date was chosen as being both administratively efficient, and because it is fair as it favours Subject Members);
 - (iii) inclusion of the \$1,000 Delinquency Fee which all Delinquent Members were advised would be charged to their accounts pursuant to the Delinquency Fee Order; and
 - (iv) a fixed amount of \$500 for the Receiver's collection costs, and legal fees associated with initiating the Receiver's Collection Plan up to and including the Acceptance of Settlement Deadline (as defined below) (collectively, the "**Receiver's Claim Amount**").
- f) The Receiver shall include in each Collection Package a settlement offer (the "**Settlement Offer**") setting out the amount (the "**Settlement Amount**") that the Receiver is prepared to accept in settlement of the applicable Receiver's Claim. The Settlement Offer will remain open for acceptance for 30 days after the mailing of the Collection Package (the "**Acceptance of Settlement Deadline**"). Where a Subject Member pays the Settlement Amount to the Receiver by the Acceptance of Settlement Deadline, the Receiver will confirm that the Receiver's Claim has been satisfied.
- g) The Settlement Amount shall be at the Receiver's sole discretion and needs not be less than the Receiver's Claim Amount. The Settlement Offer shall consist of a letter setting out that the Receiver will accept the Settlement Amount in satisfaction of the Receiver's Claim, if the Settlement Offer is accepted and payment is made by Acceptance of Settlement Deadline.
- h) Any Subject Member who disputes the Receiver's Claim shall submit to the Receiver a notice of dispute together with copies of all documents relied upon

by the Subject Member (the “**Notice of Dispute**”) within 30 days of mailing of the Claims Package (the “**Notice of Dispute Deadline**”)

- i) The Receiver will engage a qualified lawyer to act as the claims officer to adjudicate the Receiver’s Claims (the “**Claims Officer**”).
- j) Any Subject Member who fails to submit either payment of the Settlement Amount by the Acceptance of Settlement Deadline, or a Notice of Dispute by the Notice of Dispute Deadline, shall be deemed to admit the truth of all allegations of fact made in the applicable Receiver’s Claim (the “**Undefended Claim(s)**”), including the amount(s) owing by them, in a parallel to Rule 19.02 of the Rules of Civil Procedure (the “**Rules**”). The Receiver shall be entitled to default judgment against such Subject Members in the said amounts. Following the passage of the Acceptance of Settlement Deadline and the Notice of Dispute Deadline, the Receiver shall refer the Undefended Claims to the Claims Officer. The Claims Officer shall review the Undefended Claims, and shall prepare a report to the Court setting out its recommendations as to the quantum of the applicable default judgments (the “**Default Judgment Report**”). The Receiver shall be entitled to an omnibus default judgment against the defaulting Subject Members, in the amounts set out in the Default Judgment Report, to be issued by the Court.
- k) Following the Notice of Dispute Deadline, the Receiver may file with the Claims Officer any Receiver’s Claim for which a Notice of Dispute has been received (the “**Disputed Claim(s)**”), any Notice of Dispute filed by the Subject Member in respect of the Disputed Claim, and any ancillary documentation accompanying these documents (the “**Dispute Package**”), for Disputed Claims that it intends to pursue. The Receiver shall provide notice to the applicable Subject Member as to whether the Disputed Claim has been referred to the Claims Officer, or abandoned within 7 days of the Disputed Claim being referred or abandoned. For clarity, the Receiver shall be entitled to abandon any Disputed Claim that has not yet been referred to the Claims Officer, without costs.
- l) The Receiver and the Subject Members shall be entitled to settle any Disputed Claims, on such terms as they may agree to, at any time. The Receiver shall forthwith advise the Claims Officer of any Disputed Claims that have been referred to the Claims Officer but subsequently settled.
- m) Subject to further order of the Court, the Claims Officer shall determine the validity and amount of each Disputed Claim that has been referred. The Receiver anticipates that the majority of disputes shall be capable of determination on the basis of the information contained within the Dispute Package, and the Claims Officer shall be entitled to render decisions on the basis of such information. If the information contained within the Dispute Package raises issues which require further evidence, at the Claims Officer’s discretion, the Claims Officer shall be empowered to determine the process by which evidence may be brought before him or her, with the expectation being that the majority of Disputed Claims will be resolved on the basis of a written record. The Claims Officer shall have the discretion and authority to make an award of costs against

the Subject Members, having regard for the factors set out in Rule 57.01 of the Rules, as part of his or her determination of the Disputed Claims. Any such cost award against a Subject Members shall, at minimum, cover the fees and disbursements incurred by the Claims Officer and Receiver's counsel on a solicitor and client basis.

- n) Following the determination of the Disputed Claims, the Claims Officer shall notify the Receiver and the applicable Subject Member of his or her decision, in writing (the "**Claims Decision(s)**").
 - o) The Receiver and the Subject Member shall each be entitled to appeal the Claims Decisions to the Court by serving upon the other and filing with this Court, within fifteen (15) calendar days of notification of the Claims Decisions (the "**Appeal Period**"), a notice of appeal returnable on a date to be fixed by this Court. If a notice of appeal is not filed within such period, then the Claims Decisions shall be deemed to be final and binding and there shall be no further right of appeal, review or recourse to the Court from the Claims Decisions.
 - p) Following the expiry of the Appeal Period, the Claims Officer shall file with the Court a report summarizing the Claims Decisions that have not been appealed (the "**Claims Officer's Report**"). The Receiver shall be entitled to judgment against the applicable Subject Members in the amounts identified in the Claims Officer's Report, and shall bring a motion to the Court for the purpose of obtaining such judgments. As the Subject Members referred to in the Claims Officer's Report will have forfeited their right of appeal by failing to respond within the Appeal Period, the Receiver need not provide said Subject Members with notice of this motion.
 - q) Following the expiry of the Appeal Period, the Receiver will seek the direction of the Court regarding the procedure for the hearing of any appeals of the Claims Decisions. All appeals shall proceed as true appeals on the basis of the record before the Claims Officer, and not as hearings de novo. To the extent that appeals raise common issues, the Receiver may seek to have such appeals consolidated. For clarity, as the decision-maker being appealed from, the Claims Officer shall not have any role in the appeal process.
 - r) The Claims Officer shall retain the discretion to control its own proceedings, having regard for the principles set out in Rule 2 of the Rules of Civil Procedure, and with a view to proceeding in the simplest, least expensive and most expeditious fashion. For clarity, the Claims Officer shall be entitled to make its reports to the Court as identified herein in stages, at its discretion.
 - s) Each of the Receiver and the Claims Officer shall be entitled to seek further directions from the Court regarding the administration of the Collection Plan, as necessary.
- 4.2.5** The timeline contained in the Receiver's Collection Order will allow the Receiver to move forward to quantify the claims which will be required in order to determine distributions to Members. The Receiver will set off the amount owing

by a Delinquent Member from any amounts that they would otherwise be entitled to receive on a distribution from the sale of the Resort Assets. The Receiver intends to hold off from enforcement of the claims determined under the Collections Plan Order until the Resort Assets have been sold and the likely further direction can be obtained from the Court regarding recovery of remaining deficiency balances.

- 4.2.6** The Receiver seeks approval and authorization of the Court to implement the Collection Plan with respect to Delinquent Accounts.

5.0 OTHER

- 5.1 Pursuant to the Transition Order the Associations were authorized to fund the severance obligations of the Resort Employees to CCHI. Specifically Carriage Hills and Carriage Ridge were ordered to fund 69% and 31% of severance obligations, respectively. CCHI was ordered to pay the termination and severance to the Resort Employees.
- 5.2 The Receiver understands that Carriage Hills funded the full amount of the termination obligations (\$747,738) as opposed to each resort funding its proportionate share of the obligations. The Receiver requests approval of this Court to transfer \$231,798.73 from the Carriage Ridge trust account to the Carriage Hills' trust account to reimburse Carriage Hills for the payment of the severance funding obligations of the Ridge Association.
- 5.3 A copy of the Receiver's Interim R&D for the Hills Association and the Ridge Association is attached hereto as **Appendix "P"**. As presented therein the Receiver currently holds \$1,456,207.12 and \$2,184,329.11 in its trust accounts for the Hills Association and the Ridge Association, respectively. The Receiver seeks approval of its Interim R&D.

6.0 PROFESSIONAL FEES

- 6.1** The fees and disbursements of the Administrator for the period November 30, 2020 to January 5, 2021 are detailed in the affidavit of Matthew Marchand, sworn February 5, 2021 and attached hereto as **Appendix “Q”**. The fees and disbursements of the Administrator for the period of November 30, 2020 to January 5, 2021 encompass 191.5 hours at an average hourly rate of \$430.74, for a total of \$82,486.75, prior to disbursements of \$1,438.12 and applicable taxes of \$10,910.23. BDO is requesting that the Court approve its total fees and disbursements, inclusive of disbursements and applicable taxes, in the amount of \$94,835.10.
- 6.2** The fees and disbursements of the Receiver for the period January 6, 2021 to January 31, 2021 are detailed in the affidavit of Matthew Marchand, sworn February 5, 2021 and attached hereto as **Appendix “R”**. The Receiver’s fees for the period January 6, 2021 to January 31, 2021 encompass 211.3 hours at an average hourly rate of \$428.19, for a total of \$102,241.30, prior to disbursements of \$161.29 and applicable taxes of \$11,783.04. BDO is requesting that the Court approve its total fees and disbursements, inclusive of disbursements and applicable taxes, in the amount of \$102,421.83.
- 6.3** The fees and disbursements of the Administrator and Receiver’s counsel, A&B, for the period from November 29, 2020 to February 3, 2021 are detailed in the affidavit of Sam Babe, sworn February 5, 2021 and attached hereto as **Appendix “S”**. The fees of A&B for the period from November 29, 2020 to February 3, 2021 encompass 158.6 hours at an average hourly rate of \$658.85, for a total of \$104,493.50, prior to disbursements of \$797.50, for a total of \$105,291.00 prior to applicable taxes. The Receiver is requesting that the Court approve its counsel’s total fees and disbursements, inclusive of taxes, in the amount of \$118,895.65.

7.0 RECOMMENDATIONS

7.1 The Receiver requests that the Court grant an Order:

- a) approving this First Report and the activities of the Receiver since its appointment as described herein;
- b) approving the Receiver's proposed Claims Process as set out herein;
- c) approving the Receiver's proposed Collection Plan Process as set out herein;
- d) authorizing the Receiver to reimburse Carriage Hills for payment of severance funding obligations made on behalf of Carriage Ridge;
- e) authorizing the Receiver to pay certain Association costs pertaining to the pre-receivership period which were entered into in the normal course prior to the closure of the Resorts including bonus payments related to the Resort Employees;
- f) approving the fees and disbursements of the Administrator, Receiver and its legal counsel A&B, as outlined herein and detailed in the supporting fee affidavits appended hereto and authorizing the Receiver to pay all approved and unpaid fees and disbursements; and
- g) approving the Receiver's Interim R&D.

All of which is respectfully submitted this 5 day of February, 2021.

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



Per: Josie Parisi, CA, CPA, CBV, CIRP, LIT
Senior Vice-President

TAB A

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

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

THE HONOURABLE	)	FRIDAY, THE 15 TH
)	
MADAM JUSTICE CONWAY	)	DAY OF MAY, 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”)**

**ORDER
(appointing Administrator)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing BDO Canada Limited (“**BDO**”) as administrator (the “**Administrator**”) without security, in respect of:

- (a) the Applicant and all the Applicant’s present and future assets, undertakings and properties (collectively, the “**Property**”), and
- (b) all the lands and premises on which the Applicant operates the timeshare resort known as Carriage Hills Resort, legally described in Schedule “A” hereto, collectively owned by the members of the Applicant (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**”),

was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Notice of Application, the affidavit of Darren Chapelle, sworn April 30, 2020 (the “**Chapelle Affidavit**”) and the Exhibits thereto, the pre-filing report of BDO and the appendices thereto and the consent of BDO to act as Administrator, and on hearing the submissions of counsel for the Applicant, counsel for BDO, counsel for Lori Smith, Karen Levins and Bruce Fleming, counsel for David and Phyllis Lennox, Christopher Diana, representing himself, and Catherine Hristow, representing herself, and no one appearing for any other parties on the service list set out in the Notice of Application, although duly served as appears from the affidavit of service of Mitchell Grossell, sworn April 30, 2020,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 101 of the CJA, BDO is hereby appointed as Administrator, without security, in respect of:

(a) the Applicant and the Property, including all proceeds thereof, and

(b) the Lands, including all proceeds thereof.

(the Property and the Lands, including all proceeds thereof collectively, the “**Resort Assets**”).

3. **THIS COURT ORDERS** that the Administrator is not and shall not be deemed to be a “receiver” within the meaning of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and shall not be required to comply with the provisions of the BIA applicable to receivers including, without limiting the generality of the foregoing, any requirement to provide notice of its appointment or any statements or reports to any Persons (as defined below), including the Office of the Superintendent in Bankruptcy, in accordance with sections 245 and 246 of the BIA.

4. **THIS COURT ORDERS** that the Applicant, its members, officers, directors, agents and advisors shall advise the Administrator and the Members (in accordance with the protocol established in paragraph 36 of this Order) of all material steps taken by the Applicant pursuant to

this Order, and shall co-operate fully with the Administrator in the exercise of its powers and discharge of its obligations and provide the Administrator with the assistance that is necessary to enable the Administrator to adequately carry out the Administrator's functions.

ADMINISTRATOR'S POWERS

5. **THIS COURT ORDERS** that the Administrator shall, as soon as reasonably practicable after its appointment:

- (a) make reasonable best efforts to create an updated Member contact list (the "**Updated Member Contact List**") that shall include (but is not limited to) both the last known physical mailing addresses for the Members and their email addresses, if any, and as part of its effort to create the Updated Member Contact List, shall contact any third party service providers that have been retained by the Applicant, including but not limited to Equiant, Wyndham Worldwide Corporation, and Carriage Hills Hospitality Inc., to obtain the most recent available contact information for the Members;
- (b) subject to Court approval, plan and propose a procedure to ascertain the interests of the Members going forward with respect to the Resort, whereby Members of the Applicant will be able to indicate, among other things, whether they wish to terminate their relationship with the Resort or continue their relationship with the Resort if a satisfactory restructuring solution can be developed; and
- (c) subject to Court approval for implementation, develop an exit strategy (the "**Exit Option**") for those Members that wish to relinquish their membership with the Applicant and obtain a release of all future obligations to the Applicant, subject to certain terms and conditions to be developed by the Administrator, in consultation with the Applicant and the Consultative Committee (as defined below).

6. **THIS COURT ORDERS** that the Administrator is hereby empowered and authorized, but not obligated, to act at once in respect of the Resort Assets as provided in this Order and,

without in any way limiting the generality of the foregoing, the Administrator is hereby expressly empowered and authorized to do any of the following where the Administrator considers it necessary or desirable, in consultation with the Applicant:

- (a) to review, research and consider potential options to market, redevelop or restructure any or all of the Resort Assets and/or the Applicant and the terms of any agreements governing same in a manner consistent with the Exit Option, and to advise the Applicant and the Members thereon but, not to implement same without further Order of this Court;
- (b) to advise the Applicant in its preparation of its cash flow statements;
- (c) to review and monitor the Applicant's cash receipts and disbursements;
- (d) to advise the Applicant in connection with possible options to meet any cash flow deficiencies;
- (e) to advise the Applicant in connection with the restructuring of the operations of the Applicant, including the restructuring of the ownership of the Resort Assets and the Exit Option;
- (f) to report to this Court at such times and intervals as the Administrator may deem appropriate with respect to matters relating to the Resort Assets, the Applicant and its business and operations (the "**Business**"), the Exit Option and such other matters as may be relevant to the proceedings herein;
- (g) to engage 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 Administrator's powers and duties, including without limitation those conferred by this Order;
- (h) to assist the Applicant, to the extent required by the Applicant, with disseminating information to the Members, creditors or other interested Persons;

- (i) to contact, communicate with and discuss the Applicant's business and affairs and the Resort Assets with applicable municipal, provincial, and federal governments and their boards, agencies, commissions, and similar bodies, regarding matters within the Applicant's powers pursuant to this Order;
- (j) to report to, and meet, communicate and discuss with such affected Persons as the Administrator deems appropriate, on all matters relating to the Applicant, the Resort Assets, the Business, the Exit Option and the administration ordered herein, and to share information, documents and other material with such Persons, subject to such terms as to confidentiality as the Administrator, in consultation with the Applicant, deems advisable and provided that the Administrator shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph; and
- (k) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations and to perform such other duties as are required by this Order or by this Court from time to time;

and in each case where the Administrator takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons except the Applicant, where applicable pursuant to this Order.

7. **THIS COURT ORDERS** that the Administrator is authorized to register a copy of this Order against title to any of or all the Lands.

CONSULTATIVE COMMITTEE OF MEMBERS

8. **THIS COURT ORDERS** that there shall be a consultative committee of Members (the "**Consultative Committee**") formed as soon as reasonably practical, whose structure and mandate shall be as follows, but notwithstanding anything in the foregoing, shall be initially limited to consultation in respect of the Exit Option and which will subsequently be expanded to include consultation in respect of other aspects of the restructuring as may be later determined by the Administrator in consultation with the Consultative Committee or as directed by the Court:

- (a) the Consultative Committee shall be provided the opportunity to consult with the Administrator and to provide non-binding input to the Administrator regarding the items described in paragraphs 5(a) to (c), 6(a), (e) and (j) of this Order;
- (b) the Consultative Committee shall be comprised of at least five (5) Members who are each in good standing, which may include the following:
 - i. one Member from the Board of Directors of the Carriage Hills Vacation Owners Association;
 - ii. one Member from the Board of Directors of the Carriage Ridge Owners Association;
 - iii. Michael Deegan, or such other Member who has an interest in terminating a relationship with the Resort and the Association irrespective of any restructuring;
 - iv. Chris Diana, or such other Member who has an interest in continuing a relationship with the Resort;
 - v. a fifth member to be chosen by the other Consultative Committee members; and
 - vi. a sixth member who may be appointed by Wyndham Worldwide Corporation in the event that they choose to participate on the Consultative Committee;
- (c) the Consultative Committee is intended to be an evolving representation of the various and differing interests of the Members and the constitution of the Consultative Committee shall be reflective and balanced in respect of those interests to the extent practicable (the “**Member Interests**”);
- (d) if any member of the Consultative Committee ceases to remain in good standing, is no longer a Member or is not reflective of the intention of the Consultative Committee as noted above, that member of the Consultative Committee shall be

immediately removed from the Consultative Committee and shall be replaced by a Member who is in good standing and reflective of the Member Interests. The replacement member shall be selected by the other then current members of the Consultative Committee;

- (e) in the event that any Consultative Committee member wishes to resign from the Consultative Committee, they may do so on fourteen (14) days advance written notice to the Consultative Committee and the Administrator, and in that case, a new Consultative Committee member shall be appointed in the same manner as described in sub-paragraph 8(b) above;
- (f) the Consultative Committee is hereby authorized and directed to establish its own procedures and protocols for meetings, related notices and communications and the Consultative Committee shall provide written communication of same to the Administrator once established;
- (g) each member of the Consultative Committee shall be required to execute a non-disclosure agreement in form and substance satisfactory to the Administrator and the members of the Consultative Committee (the “NDA”); and
- (h) the Administrator and the Consultative Committee shall meet and/or confer from time to time as reasonably requested by the Consultative Committee.

9. **THIS COURT ORDERS** that the Consultative Committee and the members of the Consultative Committee shall incur no liability or obligation as a result of their appointment to the Consultative Committee or the activities of the Consultative Committee, or the carrying out the provisions of this Order, save and except for honouring the terms of their contractual obligations (including the terms of the NDA) as a result of being a member of the Consultative Committee, gross negligence or wilful misconduct.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE ADMINISTRATOR

10. **THIS COURT ORDERS** that (i) the Applicant, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and members, and all other

persons acting or having acted 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 Administrator of the existence of any Property in such Person’s possession or control, and shall grant immediate and continued access to the Resort Assets to the Administrator if so requested by the Administrator.

11. **THIS COURT ORDERS** that all Persons shall forthwith advise the Administrator 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 the Resort Assets, 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 at the request of the Administrator provide to the Administrator or permit the Administrator to make, retain and take away copies thereof and grant to the Administrator unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 11 or in paragraph 12 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 Administrator due to privilege, including privilege attaching to solicitor-client communications, or to statutory provisions prohibiting such disclosure.

12. **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 Administrator for the purpose of allowing the Administrator 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 Administrator in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Administrator. Further, for the purposes of this paragraph, all Persons shall provide the Administrator with all such assistance in gaining immediate access to the information in the Records as the Administrator may in its discretion require including providing the Administrator with

instructions on the use of any computer or other system and providing the Administrator with any and all access codes, account names and account numbers that may be required to gain access to the information.

POSSESSION OF PROPERTY AND OPERATIONS

13. **THIS COURT ORDERS** that subject to the terms of this Order and further Orders of this Court, the Applicant:

- (a) shall remain in possession and control of the Property and continue to manage the Resort Assets under the supervision of the Administrator and the Applicant's board of directors, subject to and pursuant to the terms of all applicable agreements in connection therewith;
- (b) shall continue to carry on the Business in a manner consistent with the preservation of the Business and the Resort Assets;
- (c) is authorized and empowered to continue to use funds in its Savings Account(s) (as that term is defined in the Chappelle Affidavit) for the purposes set out therein or as may be reasonably necessary for the ongoing operations of the Resort Assets or the carrying out of the Business, and all uses of such funds by the Applicant during the period in which the Administrator is appointed are hereby approved by this Court such that no cause of action shall lie against the Applicant or any of its former, current or future directors or officers solely by reason of making such uses in contravention of any agreement, whether express or implied and whether or not such agreement predates the date of this Order; and
- (d) is authorized and empowered to continue to retain and employ consultants, agents, experts, accountants, counsel and such other persons (collectively, the "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of its Business or for the carrying out of the terms of this Order.

14. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled, but not required to pay, or cause to be paid on its behalf, all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) in the event that the Applicant employs any Persons, all outstanding and future wages, salaries, employee benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges;
- (c) all expenses and capital expenditures reasonably necessary for the preservation of the Resort Assets or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services, provided that the Applicant shall not make, or enter into any agreement in respect of, any capital expenditures exceeding \$100,000 in the aggregate after the date of this Order except with the written consent of the Administrator or pursuant to further Order of this Court; and
- (d) payment for goods or services actually supplied to the Applicant, whether prior or subsequent to the time of the granting of this Order.

15. **THIS COURT ORDERS** that the Applicant shall, in accordance with legal requirements, remit or pay, or cause to be remitted or paid on its behalf:

- (a) in the event that the Applicant employs any Persons, any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;

- (b) all goods and services, harmonized sales or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the time of the granting of this Order, or where such Sales Taxes were accrued or collected prior to the time of the granting of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

RESTRUCTURING

16. **THIS COURT ORDERS** that subject to the terms of this Order and further Orders of this Court, the Applicant shall have the right to:

- (a) meet, communicate and discuss with such affected Persons as the Applicant deems appropriate, on all matters relating to the Applicant, the Resort Assets, the Business and the administration ordered herein, provided that the Applicant or its counsel notifies the Administrator regarding any communication that the Applicant has with any affected Persons prior to issuing any communications; and
- (b) with the consent of the Administrator, dispose of redundant or non-material Property not exceeding \$1 million in any one transaction or \$4 million in the aggregate.

NO PROCEEDINGS AGAINST THE ADMINISTRATOR

17. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Administrator without leave of this Court pursuant to motion brought on at least 7 days’ notice.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

18. **THIS COURT ORDERS** that no Proceeding against or in respect of the Applicant or the Resort Assets shall be commenced or continued, and any and all Proceedings currently under way against or in respect of the Applicant or the Resort Assets are hereby stayed and suspended pending further Order of this Court, except with the written consent of the Applicant and the Administrator, or with leave of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

19. **THIS COURT ORDERS** that all rights and remedies against the Applicant, the Administrator, or affecting the Business or the Resort Assets, are hereby stayed and suspended, except with the written consent of the Applicant and the Administrator, or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Administrator or the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) exempt the Administrator or the Applicant 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 APPLICANT

20. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, without written consent of the Applicant and Administrator or leave of this Court.

CONTINUATION OF SERVICES

21. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Applicant 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 Applicant, and that the Applicant shall be entitled to the continued use of its 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 Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and the Applicant and the Administrator, or as may be ordered by this Court.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. **THIS COURT ORDERS** that no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until the Administrator is discharged without leave of the Court.

EMPLOYEES

23. **THIS COURT ORDERS** that all employees of the Applicant, if any, shall remain the employees of the Applicant until such time as the Applicant may terminate the employment of such employees, as applicable. The Administrator shall not be liable for any employee-related liabilities, including any successor employer liabilities.

LIMITATIONS ON THE ADMINISTRATOR'S LIABILITY

24. **THIS COURT ORDERS** that the Administrator shall not, unless permitted by further Order of this Court and consented to by the Administrator, take possession of the Resort Assets and shall take no part whatsoever in the management or supervision of the management of the Business, save and except for the Administrator's duties and obligations within this Order, and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or the Resort Assets, or any part thereof.

25. **THIS COURT ORDERS** that nothing in this Order shall be construed in resulting in the Administrator being or being deemed to be an officer, director, responsible person or operator of

the Applicant or the Resort Assets within the meaning of any statute, regulation, rule or law for any purpose whatsoever.

26. **THIS COURT ORDERS** that, pursuant to clauses 7(1)(a) and 7(2)(d) of the *Canada Personal Information Protection and Electronic Documents Act*, the Administrator may collect and use personal information of Members and other identifiable individuals, but only in a manner which is in all material respects identical to the prior use of such information by the Applicant or otherwise to the extent desirable or required to fulfil the Administrator's duties as are required by this Order or by this Court from time to time.

27. **THIS COURT ORDERS** that nothing herein shall require the Administrator 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 *Environmental Protection Act* (Ontario), the *Ontario Water Resources Act*, or the *Occupational Health and Safety Act* (Ontario) and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Administrator from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Administrator shall not, as a result of this Order or anything done in pursuance of the Administrator'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.

28. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Administrator under this Order or as an officer of this Court, the Administrator 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.

ADMINISTRATOR'S AND OTHERS' ACCOUNTS

29. **THIS COURT ORDERS** that the Administrator, counsel to the Administrator and counsel to the Applicant shall be paid:

- (a) in respect of services relating to both the Applicant and Carriage Ridge Owners Association in its administration, 69% of, and
- (b) in respect of services for the benefit of, or relating virtually entirely to, the Applicant alone, 100% of

their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings unless otherwise ordered by the Court. The Applicant is hereby authorized and directed to pay from time to time the interim accounts of the Administrator, counsel to the Administrator and counsel to the Applicant in accordance with the foregoing.

30. **THIS COURT ORDERS** that the Administrator, counsel to the Administrator and counsel to the Applicant shall be entitled to and are hereby granted a charge (the “**Administration Charge**”) on the Property, as security for such fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order in respect of these proceedings, and that the Administration Charge shall form a first charge on the Property in the maximum amount of \$350,000 inclusive of all fees, disbursements (including all fees payable to Assistants) and taxes, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

31. **THIS COURT ORDERS** that the Administrator and counsel to the Administrator shall pass their accounts from time to time, and for this purpose the accounts of the Administrator and counsel to the Administrator are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

VALIDITY AND PRIORITY OF CHARGE CREATED BY THIS ORDER

32. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable

for all purposes, including as against any right, title or interest filed, registered, recorded or perfected prior or subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

33. **THIS COURT ORDERS** that the Administration Charge shall constitute a charge on the Property and such Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

34. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Administration Charge, unless the Applicant also obtains the prior written consent of the Administrator or further Order of this Court.

35. **THIS COURT ORDERS** that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge (collectively, the “**Chargees**”) shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (each, an “**Agreement**”) which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any alleged breach of any Agreement caused by or resulting from the creation of the Administration Charge; and

- (c) the payments made by the Applicant pursuant to this Order, and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

SERVICE AND NOTICE

36. **THIS COURT ORDERS** that the Applicant shall make commercially reasonable efforts to inform the Members of this Order, any reports filed in these proceedings, and any upcoming motions in these proceedings by issuing a notice substantially in the form attached hereto as Schedule “B” (the “**Member Notice**”) to the Members by:

- (a) causing the Manager (as defined in the Chappelle Affidavit) or another third party service provider to send the Member Notice via electronic mail to all of those Members on the Updated Member Contact List; and
- (b) posting the notice and any other subsequent notices with respect to these proceedings, on the Applicant’s website.

37. **THIS COURT ORDERS THAT** the Administrator shall provide notice of the Exit Option to the Members by sending such notice, once such notice is prepared and the Exit Option is approved by the Court, to all Members by regular mail at each Members’ last known mailing address.

38. **THIS COURT ORDERS** that the Applicant, the Administrator and their respective counsel are at liberty to serve or distribute this Order, any Member Notice, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Members, the Applicant’s creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

39. **THIS COURT ORDERS** that the sending and posting of the Member Notice in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient delivery of notice of this Order on all the Members who may be entitled to receive notice, and no other notice need be given or made and no other document or material need be sent to or served upon any Member in respect of this Order.

40. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (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 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established by the Administrator in accordance with the Guide with the following URL: www.bdo.ca/en-ca/extranets/carriage.

41. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Applicant and the Administrator are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the intended recipient, including the Applicant’s creditors or other interested parties, at their respective addresses as last shown in the Applicants’ records and, in the case of a Member, in accordance with paragraph 36, and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

42. **THIS COURT ORDERS** that each of the Applicant and the Administrator may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

43. **THIS COURT ORDERS** that nothing in this Order shall prevent the Administrator from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy in respect of the Applicant, the Business or the Resort Assets.

44. **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.

45. **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 Applicant, the Administrator 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 Applicant and to the Administrator, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Administrator in any foreign proceeding, or to assist the Applicant and the Administrator and their respective agents in carrying out the terms of this Order.

46. **THIS COURT ORDERS** that the Applicant and the Administrator be at liberty and are 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 Administrator 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.

47. **THIS COURT ORDERS** that the Applicant or the Administrator or any other interested party may apply to this Court to vary or amend this Order on not less than fourteen (14) days' notice to the Applicant and the Administrator 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.

48. **THIS COURT ORDERS** that, unless impracticable or otherwise ordered by further Order of this Court, all motions in this administration may be heard together with motions in the administration of Carriage Ridge Owners Association (Court file no. CV-20-00640266-00CL) seeking substantially similar relief.



SCHEDULE "A"
LEGAL DESCRIPTION OF CARRIAGE HILLS PROPERTY

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”

NOTICE TO MEMBERS OF CARRIAGE RIDGE RESORT AND CARRIAGE HILLS RESORT

PLEASE TAKE NOTICE that on May 7, 2020, Carriage Ridge Owners Association and Carriage Hills Vacation Owners Association (collectively, the “**Applicants**”), commenced independent, but parallel, administration proceedings under the *Courts of Justice Act*, R.S.O. 1990 c. C. 43, as amended (the “**Administration Proceedings**”) and BDO Canada Limited was appointed as administrator of the Applicants (in such capacity, the “**Administrator**”) by Orders of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated May 7, 2020 (the “**Administration Orders**”)

PLEASE TAKE FURTHER NOTICE that the Applicants have brought a motion seeking [BRIEFLY DESCRIBE RELIEF SOUGHT] which is to be heard by the Court on [DATE].

Copies of the Motion Record for the upcoming proceeding, the Administration Orders and the other documents related to these Administration Proceedings will be posted on the Administrator’s website at: www.bdo.ca/en-ca/extranets/carriage.

In the event that your contact information is out of date, we ask that you update your information on the Administrator’s website on the link noted above. If you have any other questions or concerns please feel free to contact the Administrator at either BDOCarriageHills@bdo.ca and BDOCarriageRidge@bdo.ca.

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

ADMINISTRATION ORDER

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Lawyers for the Applicant

TAB B

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

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

THE HONOURABLE	)	FRIDAY, THE 15TH
)	
MADAM JUSTICE CONWAY	)	DAY OF MAY, 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”)**

**ORDER
(appointing Administrator)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing BDO Canada Limited (“**BDO**”) as administrator (the “**Administrator**”) without security, in respect of:

- (a) the Applicant and all the Applicant’s present and future assets, undertakings and properties (collectively, the “**Property**”), and
- (b) all the lands and premises on which the Applicant operates the timeshare resort known as Carriage Ridge Resort, legally described in Schedule “A” hereto, collectively owned by the members of the Applicant (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**”),

was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Notice of Application, the affidavit of Martin Ginsherman, sworn April 30, 2020 (the “**Ginsherman Affidavit**”) and the Exhibits thereto, the pre-filing report of BDO and the appendices thereto, and the consent of BDO to act as Administrator, and on hearing the submissions of counsel for the Applicant, counsel for BDO, counsel for Lori Smith, Karen Levins and Bruce Fleming, counsel for David and Phyllis Lennox, Christopher Diana, representing himself, and Catherine Hristow, representing herself, and no one appearing for any other parties on the service list set out in the Notice of Application, although duly served as appears from the affidavit of service of Mitchell Grossell, sworn April 30, 2020,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 101 of the CJA, BDO is hereby appointed as Administrator, without security, in respect of:

- (a) the Applicant and the Property, including all proceeds thereof, and
- (b) the Lands, including all proceeds thereof.

(the Property and the Lands, including all proceeds thereof collectively, the “**Resort Assets**”).

3. **THIS COURT ORDERS** that the Administrator is not and shall not be deemed to be a “receiver” within the meaning of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and shall not be required to comply with the provisions of the BIA applicable to receivers including, without limiting the generality of the foregoing, any requirement to provide notice of its appointment or any statements or reports to any Persons (as defined below), including the Office of the Superintendent in Bankruptcy, in accordance with sections 245 and 246 of the BIA.

4. **THIS COURT ORDERS** that the Applicant, its members, officers, directors, agents and advisors shall advise the Administrator and the Members (in accordance with the protocol

established pursuant to paragraph 36 of this Order) of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Administrator in the exercise of its powers and discharge of its obligations and provide the Administrator with the assistance that is necessary to enable the Administrator to adequately carry out the Administrator's functions.

ADMINISTRATOR'S POWERS

5. **THIS COURT ORDERS** that the Administrator shall, as soon as reasonably practicable after its appointment:

- (a) make reasonable efforts to create an updated Members contact list (the "**Updated Members Contact List**") that shall include (but is not limited to) both the last known physical mailing addresses for the Members and their email addresses, if any, and as part of its effort to create the Updated Members Contact List, shall contact any third party service providers that have been retained by the Applicant, including but not limited to Equiant, Wyndham Worldwide Corporation, and Carriage Hills Hospitality Inc., to obtain the most recent available contact information for the Members;
- (b) subject to Court approval, plan and propose a procedure to ascertain the interests of the Members going forward with respect to the Resort, whereby Members of the Applicant will be able to indicate, among other things, whether they wish to terminate their relationship with the Resort or continue their relationship with the Resort if a satisfactory restructuring solution can be developed; and
- (c) subject to Court approval for implementation, develop an exit strategy (the "**Exit Option**") for those Members that wish to relinquish their membership with the Applicant and obtain a release of all future obligations to the Applicant, subject to certain terms and conditions to be developed by the Administrator, in consultation with the Applicant and the Consultative Committee (as defined below).

6. **THIS COURT ORDERS** that the Administrator is hereby empowered and authorized, but not obligated, to act at once in respect of the Resort Assets as provided in this Order and, without in any way limiting the generality of the foregoing, the Administrator is hereby expressly empowered and authorized to do any of the following where the Administrator considers it necessary or desirable, in consultation with the Applicant:

- (a) to review, research and consider potential options to market, redevelop or restructure any or all of the Resort Assets and/or the Applicant and the terms of any agreements governing same in a manner consistent with the Exit Option, and to advise the Applicant and the Members thereon but, not to implement same without further Order of this Court;
- (b) to advise the Applicant in its preparation of its cash flow statements;
- (c) to review and monitor the Applicant's cash receipts and disbursements;
- (d) to advise the Applicant in connection with possible options to meet any cash flow deficiencies;
- (e) to advise the Applicant in connection with the restructuring of the operations of the Applicant, including the restructuring of the ownership of the Resort Assets and the Exit Option;
- (f) to report to this Court at such times and intervals as the Administrator may deem appropriate with respect to matters relating to the Resort Assets, the Applicant and its business and operations (the "**Business**"), the Exit Option, and such other matters as may be relevant to the proceedings herein;
- (g) to engage 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 Administrator's powers and duties, including without limitation those conferred by this Order;

- (h) to assist the Applicant, to the extent required by the Applicant, with disseminating information to the Members, creditors or other interested Persons;
- (i) to contact, communicate with and discuss the Applicant's business and affairs and the Resort Assets with applicable municipal, provincial, and federal governments and their boards, agencies, commissions, and similar bodies, regarding matters within the Applicant's powers pursuant to this Order;
- (j) to report to, and meet, communicate and discuss with such affected Persons as the Administrator deems appropriate, on all matters relating to the Applicant, the Resort Assets, the Business, the Exit Option and the administration ordered herein, and to share information, documents and other material with such Persons, subject to such terms as to confidentiality as the Administrator, in consultation with the Applicant, deems advisable and provided that the Administrator shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph; and
- (k) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations and to perform such other duties as are required by this Order or by this Court from time to time;

and in each case where the Administrator takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons except the Applicant, where applicable pursuant to this Order.

7. **THIS COURT ORDERS** that the Administrator is authorized to register a copy of this Order against title to any of or all the Lands.

CONSULTATIVE COMMITTEE OF MEMBERS

8. **THIS COURT ORDERS** that there shall be a consultative committee of Members (the "**Consultative Committee**") formed as soon as reasonably practical, whose structure and mandate shall be as follows, but notwithstanding anything in the foregoing, shall be initially limited to consultation in respect of the Exit Option and which will subsequently be expanded to

include consultation in respect of other aspects of the restructuring as may be later determined by the Administrator in consultation with the Consultative Committee or as directed by the Court:

- (a) the Consultative Committee shall be provided the opportunity to consult with the Administrator and to provide non-binding input to the Administrator regarding the items described in paragraphs 5(a) to (c), 6(a), (e) and (j) of this Order;
- (b) the Consultative Committee shall be comprised of at least five (5) Members who are each in good standing, which may include the following:
 - i. one Member from the Board of Directors of the Carriage Hills Vacation Owners Association;
 - ii. one Member from the Board of Directors of the Carriage Ridge Owners Association;
 - iii. Michael Deegan, or such other Member who has an interest in terminating a relationship with the Resort and the Association irrespective of any restructuring;
 - iv. Chris Diana, or such other Member who has an interest in continuing a relationship with the Resort;
 - v. a fifth member to be chosen by the other Consultative Committee members; and
 - vi. a sixth member who may be appointed by Wyndham Worldwide Corporation in the event that they choose to participate on the Consultative Committee;
- (c) the Consultative Committee is intended to be an evolving representation of the various and differing interests of the Members and the constitution of the Consultative Committee shall be reflective and balanced in respect of those interests to the extent practicable (the “**Member Interests**”);

- (d) if any member of the Consultative Committee ceases to remain in good standing, is no longer a Member or is not reflective of the intention of the Consultative Committee as noted above, that member of the Consultative Committee shall be immediately removed from the Consultative Committee and shall be replaced by a Member who is in good standing and reflective of the Member Interests. The replacement member shall be selected by the other then current members of the Consultative Committee;
- (e) in the event that any Consultative Committee member wishes to resign from the Consultative Committee, they may do so on fourteen (14) days advance written notice to the Consultative Committee and the Administrator, and in that case, a new Consultative Committee member shall be appointed in the same manner as described in sub-paragraph 8(b) above;
- (f) the Consultative Committee is hereby authorized and directed to establish its own procedures and protocols for meetings, related notices and communications and the Consultative Committee shall provide written communication of same to the Administrator once established;
- (g) each member of the Consultative Committee shall be required to execute a non-disclosure agreement in form and substance satisfactory to the Administrator and the members of the Consultative Committee (the “NDA”); and
- (h) the Administrator and the Consultative Committee shall meet and/or confer from time to time as reasonably requested by the Consultative Committee.

9. **THIS COURT ORDERS** that the Consultative Committee and the members of the Consultative Committee shall incur no liability or obligation as a result of their appointment to the Consultative Committee or the activities of the Consultative Committee, or the carrying out the provisions of this Order, save and except for honouring the terms of their contractual obligations (including the terms of the NDA) as a result of being a member of the Consultative Committee, gross negligence or wilful misconduct.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE ADMINISTRATOR

10. **THIS COURT ORDERS** that (i) the Applicant, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and members, and all other persons acting or having acted 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 Administrator of the existence of any Property in such Person’s possession or control, and shall grant immediate and continued access to the Resort Assets to the Administrator if so requested by the Administrator.

11. **THIS COURT ORDERS** that all Persons shall forthwith advise the Administrator 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 the Resort Assets, 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 at the request of the Administrator provide to the Administrator or permit the Administrator to make, retain and take away copies thereof and grant to the Administrator unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 11 or in paragraph 12 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 Administrator due to privilege, including privilege attaching to solicitor-client communications, or to statutory provisions prohibiting such disclosure.

12. **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 Administrator for the purpose of allowing the Administrator 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 Administrator in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Administrator.

Further, for the purposes of this paragraph, all Persons shall provide the Administrator with all such assistance in gaining immediate access to the information in the Records as the Administrator may in its discretion require including providing the Administrator with instructions on the use of any computer or other system and providing the Administrator with any and all access codes, account names and account numbers that may be required to gain access to the information.

POSSESSION OF PROPERTY AND OPERATIONS

13. **THIS COURT ORDERS** that subject to the terms of this Order and further Orders of this Court, the Applicant:

- (a) shall remain in possession and control of the Property and continue to manage the Resort Assets under the supervision of the Administrator and the Applicant's board of directors, subject to and pursuant to the terms of all applicable agreements in connection therewith;
- (b) shall continue to carry on the Business in a manner consistent with the preservation of the Business and the Resort Assets;
- (c) is authorized and empowered to continue to use funds in its Savings Account(s) (as that term is defined in the Ginsberman Affidavit) for the purposes set out therein or as may be reasonably necessary for the ongoing operations of the Resort Assets or the carrying out of the Business, and all uses of such funds by the Applicant during the period in which the Administrator is appointed are hereby approved by this Court such that no cause of action shall lie against the Applicant or any of its former, current or future directors or officers solely by reason of making such uses in contravention of any agreement, whether express or implied and whether or not such agreement predates the date of this Order; and
- (d) is authorized and empowered to continue to retain and employ consultants, agents, experts, accountants, counsel and such other persons (collectively, the "**Assistants**") currently retained or employed by it, with liberty to retain such

further Assistants as it deems reasonably necessary or desirable in the ordinary course of its Business or for the carrying out of the terms of this Order.

14. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled, but not required to pay, or cause to be paid on its behalf, all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) in the event that the Applicant employs any Persons, all outstanding and future wages, salaries, employee benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges;
- (c) all expenses and capital expenditures reasonably necessary for the preservation of the Resort Assets or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services, provided that the Applicant shall not make, or enter into any agreement in respect of, any capital expenditures exceeding \$100,000 in the aggregate after the date of this Order except with the written consent of the Administrator or pursuant to further Order of this Court; and
- (d) payment for goods or services actually supplied to the Applicant, whether prior or subsequent to the time of the granting of this Order.

15. **THIS COURT ORDERS** that the Applicant shall, in accordance with legal requirements, remit or pay, or cause to be remitted or paid on its behalf:

- (a) in the event that the Applicant employs any Persons, any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees'

wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;

- (b) all goods and services, harmonized sales or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the time of the granting of this Order, or where such Sales Taxes were accrued or collected prior to the time of the granting of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

RESTRUCTURING

16. **THIS COURT ORDERS** that subject to the terms of this Order and further Orders of this Court, the Applicant shall have the right to:

- (a) meet, communicate and discuss with such affected Persons as the Applicant deems appropriate, on all matters relating to the Applicant, the Resort Assets, the Business and the administration ordered herein, provided that the Applicant or its counsel notifies the Administrator regarding any communication that the Applicant has with any affected Persons prior to issuing any communications; and
- (b) with the consent of the Administrator, dispose of redundant or non-material Property not exceeding \$500,000 in any one transaction or \$2 million in the aggregate.

NO PROCEEDINGS AGAINST THE ADMINISTRATOR

17. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Administrator without leave of this Court pursuant to motion brought on at least 7 days’ notice.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

18. **THIS COURT ORDERS** that no Proceeding against or in respect of the Applicant or the Resort Assets shall be commenced or continued, and any and all Proceedings currently under way against or in respect of the Applicant or the Resort Assets are hereby stayed and suspended pending further Order of this Court, except with the written consent of the Applicant and the Administrator, or with leave of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

19. **THIS COURT ORDERS** that all rights and remedies against the Applicant, the Administrator, or affecting the Business or the Resort Assets, are hereby stayed and suspended, except with the written consent of the Applicant and the Administrator, or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Administrator or the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) exempt the Administrator or the Applicant 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 APPLICANT

20. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, without written consent of the Applicant and Administrator or leave of this Court.

CONTINUATION OF SERVICES

21. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Applicant 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 Applicant, and that the Applicant shall be entitled to the continued use of its 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 Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and the Applicant and the Administrator, or as may be ordered by this Court.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. **THIS COURT ORDERS** that no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until the Administrator is discharged without leave of the Court.

EMPLOYEES

23. **THIS COURT ORDERS** that all employees of the Applicant, if any, shall remain the employees of the Applicant until such time as the Applicant may terminate the employment of such employees, as applicable. The Administrator shall not be liable for any employee-related liabilities, including any successor employer liabilities.

LIMITATIONS ON THE ADMINISTRATOR'S LIABILITY

24. **THIS COURT ORDERS** that the Administrator shall not, unless permitted by further Order of this Court and consented to by the Administrator, take possession of the Resort Assets

and shall take no part whatsoever in the management or supervision of the management of the Business, save and except for the Administrator's duties and obligations within this Order, and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or the Resort Assets, or any part thereof.

25. **THIS COURT ORDERS** that nothing in this Order shall be construed as resulting in the Administrator being or being deemed to be an officer, director, responsible person or operator of the Applicant or the Resort Assets within the meaning of any statute, regulation, rule or law for any purpose whatsoever.

26. **THIS COURT ORDERS** that, pursuant to clauses 7(1)(a) and 7(2)(d) of the *Canada Personal Information Protection and Electronic Documents Act*, the Administrator may collect and use personal information of Members and other identifiable individuals, but only in a manner which is in all material respects identical to the prior use of such information by the Applicant or otherwise to the extent desirable or required to fulfil the Administrator's duties as are required by this Order or by this Court from time to time.

27. **THIS COURT ORDERS** that nothing herein shall require the Administrator 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 *Environmental Protection Act* (Ontario), the *Ontario Water Resources Act*, or the *Occupational Health and Safety Act* (Ontario) and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Administrator from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Administrator shall not, as a result of this Order or anything done in pursuance of the Administrator'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.

28. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Administrator under this Order or as an officer of this Court, the Administrator 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.

ADMINISTRATOR'S AND OTHERS' ACCOUNTS

29. **THIS COURT ORDERS** that the Administrator, counsel to the Administrator and counsel to the Applicant shall be paid:

- (a) in respect of services relating to both the Applicant and Carriage Hills Owners Association in its administration, 31% of, and
- (b) in respect of services for the benefit of, or relating virtually entirely to, the Applicant alone, 100% of

their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings unless otherwise ordered by the Court. The Applicant is hereby authorized and directed to pay from time to time the interim accounts of the Administrator, counsel to the Administrator and counsel to the Applicant in accordance with the foregoing.

30. **THIS COURT ORDERS** that the Administrator, counsel to the Administrator and counsel to the Applicant shall be entitled to and are hereby granted a charge (the "**Administration Charge**") on the Property, as security for such fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order in respect of these proceedings, and that the Administration Charge shall form a first charge on the Property in the maximum amount of \$150,000 inclusive of all fees, disbursements (including all fees payable to Assistants) and taxes in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

31. **THIS COURT ORDERS** that the Administrator and counsel to the Administrator shall pass their accounts from time to time, and for this purpose the accounts of the Administrator and

counsel to the Administrator are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

VALIDITY AND PRIORITY OF CHARGE CREATED BY THIS ORDER

32. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected prior or subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

33. **THIS COURT ORDERS** that the Administration Charge shall constitute a charge on the Property and such Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

34. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Administration Charge, unless the Applicant also obtains the prior written consent of the Administrator or further Order of this Court.

35. **THIS COURT ORDERS** that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge (collectively, the “**Chargees**”) shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (each, an “**Agreement**”) which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any alleged breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
- (c) the payments made by the Applicant pursuant to this Order, and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

SERVICE AND NOTICE

36. **THIS COURT ORDERS** that the Applicant shall make commercially reasonable efforts to inform the Members of this Order, any reports filed in these proceedings, and any upcoming motions in these proceedings by issuing a notice substantially in the form attached hereto as Schedule “B” (the “**Member Notice**”) to the Members by:

- (a) causing the Manager (as defined in the Ginsberman Affidavit) or another third party service provider to send the Member Notice via electronic mail to all of those Members on the Updated Member Contact List; and
- (b) posting the notice and any other subsequent notices with respect to these proceedings, on the Applicant’s website.

37. **THIS COURT ORDERS** that the Administrator shall provide notice of the Exit Option to the Members by sending such notice, once such notice is prepared and the Exit Option is approved by the Court, to all Members by regular mail at each Members’ last known mailing address.

38. **THIS COURT ORDERS** that the Applicant, the Administrator and their respective counsel are at liberty to serve or distribute this Order, any Member Notice, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Members, the

Applicant's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

39. **THIS COURT ORDERS** that the sending and posting of the Member Notice in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient delivery of notice of this Order on all the Members who may be entitled to receive notice, and no other notice need be given or made and no other document or material need be sent to or served upon any Member in respect of this Order.

40. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (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 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established by the Administrator in accordance with the Guide with the following URL: www.bdo.ca/en-ca/extranets/carriage.

41. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Applicant and the Administrator are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the intended recipient, including the Applicant's creditors or other interested parties, at their respective addresses as last shown in the Applicants' records and, in the case of a Member, in accordance with paragraph 36, and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

42. **THIS COURT ORDERS** that each of the Applicant and the Administrator may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

43. **THIS COURT ORDERS** that nothing in this Order shall prevent the Administrator from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy in respect of the Applicant, the Business or the Resort Assets.

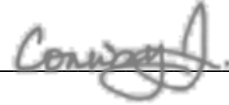
44. **THIS COURT ORDERS** that this Order is effective from the date that it is made, and is enforceable without any need for entry and filing.

45. **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 Applicant, the Administrator 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 Applicant and to the Administrator, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Administrator in any foreign proceeding, or to assist the Applicant and the Administrator and their respective agents in carrying out the terms of this Order.

46. **THIS COURT ORDERS** that the Applicant and the Administrator be at liberty and are 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 Administrator 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.

47. **THIS COURT ORDERS** that the Applicant or the Administrator or any other interested party may apply to this Court to vary or amend this Order on not less than fourteen (14) days' notice to the Applicant and the Administrator 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.

48. **THIS COURT ORDERS** that, unless impracticable or otherwise ordered by further Order of this Court, all motions in this administration may be heard together with motions in the administration of Carriage Hills Vacation Owners Association (Court file no. CV-20-00640265-00CL) seeking substantially similar relief.

A handwritten signature in cursive script, appearing to read "Conroy J.", is written over a horizontal line.

SCHEDULE "A"
LEGAL DESCRIPTION OF CARRIAGE RIDGE PROPERTY

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

County of Simcoe.

Land Titles Division of Simcoe (No. 51)

SCHEDULE “B”**NOTICE TO MEMBERS OF
CARRIAGE RIDGE RESORT AND CARRIAGE HILLS RESORT**

PLEASE TAKE NOTICE that on May 7, 2020, Carriage Ridge Owners Association and Carriage Hills Vacation Owners Association (collectively, the “**Applicants**”), commenced independent, but parallel, administration proceedings under the *Courts of Justice Act*, R.S.O. 1990 c. C. 43, as amended (the “**Administration Proceedings**”) and BDO Canada Limited was appointed as administrator of the Applicants (in such capacity, the “**Administrator**”) by Orders of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated May 7, 2020 (the “**Administration Orders**”)

PLEASE TAKE FURTHER NOTICE that the Applicants have brought a motion seeking [BRIEFLY DESCRIBE RELIEF SOUGHT] which is to be heard by the Court on [DATE].

Copies of the Motion Record for the upcoming proceeding, the Administration Orders and the other documents related to these Administration Proceedings will be posted on the Administrator’s website at: www.bdo.ca/en-ca/extranets/carriage.

In the event that your contact information is out of date, we ask that you update your information on the Administrator’s website on the link noted above. If you have any other questions or concerns please feel free to contact the Administrator at either BDOCarriageHills@bdo.ca and BDOCarriageRidge@bdo.ca.

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

ADMINISTRATION ORDER

Thornton Grout Finnigan LLP

Barristers and Solicitors
Toronto-Dominion Centre
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Fax: 416-304-1313

Lawyers for the Applicant

TAB C

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

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

THE HONOURABLE MADAM	)	THURSDAY, THE 15TH
)	
JUSTICE CONWAY	)	DAY OF OCTOBER, 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**”)

ORDER

THIS MOTION made by the Applicant for an Order, *inter alia*: (i) approving the decision of the board of directors of Carriage Hills Vacation Owners Association (“**Carriage Hills**”) and authorizing the closure of the Carriage Hills timeshare resort (the “**Carriage Hills Resort**”), (ii) authorizing and directing BDO Canada Limited, in its capacity as the Administrator of the Applicant (the “**Administrator**”), to engage such persons as it deems necessary to assist the Administrator in developing a marketing and sales process in respect of the Carriage Hills Resort, (iii) authorizing and directing the Administrator to investigate the availability and terms of third-party financing to fund the ongoing costs of maintaining the Carriage Hills Resort, if necessary, (iv) approving the Second Report of the Administrator dated October 1, 2020 (the “**Second Report**”), and the activities of the Administrator as described therein, and (v) approving the fees and disbursements of the Administrator and its counsel as described in the Second Report, was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Motion Record of the Applicant dated October 2, 2020 (the “**Motion Record**”), including the affidavit of Darren Chapelle, sworn October 2, 2020 (the “**Chapelle Affidavit**”) and the Exhibit thereto, the Second Report 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, Christopher Diana on behalf of himself, and counsel for David and Phyllis Lennox, 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 October 14, 2020, filed.

SERVICE AND DEFINED TERMS

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.
2. **THIS COURT ORDERS** that all capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Second Report.

CLOSURE OF THE RESORT

3. **THIS COURT ORDERS** that the decision by the board of directors of the Applicant to close the Carriage Hills Resort effective January 6, 2021, or such other date as mutually agreed upon by the Administrator and the board of directors of the Applicant, including the minutes of the Board of Directors meeting dated September 22, 2020, is hereby authorized and approved.
4. **THIS COURT DIRECTS** the Administrator, in consultation with the Applicant, to develop a strategy for the closure and sale of the Carriage Hills Resort.

POWERS OF THE ADMINISTRATOR

5. **THIS COURT ORDERS** that in addition to the powers and duties as set out in the Order of Madam Justice Conway dated May 15, 2020 (the “**Administration Order**”), or any other Order of this Court in these proceedings, the Administrator is hereby expressly empowered and authorized to do any of the following where the Administrator considers it necessary or desirable:

- (a) direct the Applicant to engage consultants, appraisers, agents, experts, brokers and such other persons from time to time and on whatever basis,

including on a temporary basis, to assist the Administrator in developing a marketing and sales process in respect of the Carriage Hills Resort; and

- (b) investigate the availability and terms of possible third-party funding in the event that same is required to fund the ongoing costs of maintaining the Carriage Hill Resort.

6. **THIS COURT ORDERS** that the Administrator shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the Administration Order and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Administrator and the fulfillment of its duties or the carrying out of the provisions of this Order.

7. **THIS COURT ORDERS** that the Applicant shall cooperate fully with the Administrator and any directions it may provide pursuant to this Order and shall provide such assistance as the Administrator may reasonably request from time to time to enable the Administrator to carry out its duties and powers as set out in the Administration Order, this Order, or any other Order of this Court.

APPROVAL OF FEES AND ACTIVITIES OF THE ADMINISTRATOR

8. **THIS COURT ORDERS** that the Second Report filed in these proceedings and the Administrator's activities as set out therein are hereby approved.


9. **THIS COURT ORDERS** that the professional fees and disbursements of the Administrator for (i) the period ending September 15, 2020 in the amount of \$273,476.00 plus HST of \$35,551.89 for a total of \$309,027.89, as set out in the Affidavit of Brad Newton sworn September 25, 2020 and attached as Appendix "U" to the Second Report, are hereby approved and the Association is authorized to pay its proportionate share of such fees in accordance with the terms of the Administration Order.

10. **THIS COURT ORDERS** that the professional fees and disbursements of Aird & Berlis, counsel to the Administrator, for (i) the period ending September 15, 2020 in the amount of \$57,023.25 plus HST of \$7,413.29 for a total of \$64,438.54 as set out in the Affidavit of Sam

Babe sworn September 30, 2020 and attached as Appendix "V" to the Second Report, are hereby approved and the Association is authorized to pay its proportionate share of such fees in accordance with the terms of the Administration Order.

GENERAL

11. **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.

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

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

ORDER

Thornton Grout Finnigan LLP

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Lawyers for the Applicant, Carriage Hills Vacation Owners
Association

TAB D

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM) THURSDAY, THE 15TH
)
JUSTICE CONWAY) DAY OF OCTOBER, 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**”)

ORDER

THIS MOTION made by the Applicant for an Order, *inter alia*: (i) approving the decision of the board of directors of Carriage Ridge Owners Association (“**Carriage Ridge**”) and authorizing the closure of the Carriage Ridge timeshare resort (the “**Carriage Ridge Resort**”), (ii) authorizing and directing BDO Canada Limited, in its capacity as the Administrator of the Applicant (the “**Administrator**”), to engage such persons as it deems necessary to assist the Administrator in developing a marketing and sales process in respect of the Carriage Ridge Resort, (iii) authorizing and directing the Administrator to investigate the availability and terms of third-party financing to fund the ongoing costs of maintaining the Carriage Ridge Resort, if necessary, (iv) approving the Second Report of the Administrator dated October 1, 2020 (the “**Second Report**”), and the activities of the Administrator as described therein, and (v) approving the fees and disbursements of the Administrator and its counsel as described in the Second Report, was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Motion Record of the Applicant dated October 2, 2020 (the “**Motion Record**”), including the affidavit of Martin Ginsherman, sworn September 30, 2020 (the “**Ginsherman Affidavit**”) and the Exhibit thereto, the Second Report 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, Christopher Diana on behalf of himself, and counsel for David and Phyllis Lennox, 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 October 14, 2020, filed.

SERVICE AND DEFINED TERMS

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.
2. **THIS COURT ORDERS** that all capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Second Report.

CLOSURE OF THE RESORT

3. **THIS COURT ORDERS** that the decision by the board of directors of the Applicant to close the Carriage Ridge Resort effective January 6, 2021, or such other date as mutually agreed upon by the Administrator and the board of directors of the Applicant, including the minutes of the Board of Directors meeting dated September 22, 2020, is hereby authorized and approved.
4. **THIS COURT DIRECTS** the Administrator, in consultation with the Applicant, to develop a strategy for the closure and sale of the Carriage Ridge Resort.

POWERS OF THE ADMINISTRATOR

5. **THIS COURT ORDERS** that in addition to the powers and duties as set out in the Order of Madam Justice Conway dated May 15, 20220 (the “**Administration Order**”), or any other Order of this Court in these proceedings, the Administrator is hereby expressly empowered and authorized to do any of the following where the Administrator considers it necessary or desirable:

- (a) direct the Applicant to engage consultants, appraisers, agents, experts, brokers and such other persons from time to time and on whatever basis,

including on a temporary basis, to assist the Administrator in developing a marketing and sales process in respect of the Carriage Ridge Resort; and

- (b) investigate the availability and terms of possible third-party funding in the event that same is required to fund the ongoing costs of maintaining the Carriage Ridge Resort.

6. **THIS COURT ORDERS** that the Administrator shall continue to have the benefit of all of the indemnities, charges, protections and priorities as set out in the Administration Order and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Administrator and the fulfillment of its duties or the carrying out of the provisions of this Order.

7. **THIS COURT ORDERS** that the Applicant shall cooperate fully with the Administrator and any directions it may provide pursuant to this Order and shall provide such assistance as the Administrator may reasonably request from time to time to enable the Administrator to carry out its duties and powers as set out in the Administration Order, this Order, or any other Order of this Court.

APPROVAL OF FEES AND ACTIVITIES OF THE ADMINISTRATOR

8. **THIS COURT ORDERS** that the Second Report filed in these proceedings and the Administrator's activities as set out therein are hereby approved.

9. **THIS COURT ORDERS** that the professional fees and disbursements of the Administrator for (i) the period ending September 15, 2020 in the amount of \$273,476.00 plus HST of \$35,551.89 for a total of \$309,027.89, as set out in the Affidavit of Brad Newton sworn September 25, 2020 and attached as Appendix "U" to the Second Report, are hereby approved and the Association is authorized to pay its proportionate share of such fees in accordance with the terms of the Administration Order.

10. **THIS COURT ORDERS** that the professional fees and disbursements of Aird & Berlis, counsel to the Administrator, for (i) the period ending September 15, 2020 in the amount of \$57,023.25 plus HST of \$7,413.29 for a total of \$64,438.54 as set out in the Affidavit of Sam

Babe sworn September 30, 2020 and attached as Appendix "V" to the Second Report, are hereby approved and the Association is authorized to pay its proportionate share of such fees in accordance with the terms of the Administration Order.

GENERAL

11. **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.

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

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

ORDER

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Lawyers for the Applicant, Carriage Ridge Owners
Association

TAB E

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

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

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

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

AMENDED AND RESTATED APPOINTMENT ORDER

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

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

SERVICE

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

EFFECTIVE TIME

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

APPOINTMENT

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

RECEIVER’S POWERS

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

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

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

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

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

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

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including Carriage Hills, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

9. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST CARRIAGE HILLS OR THE RESORT ASSETS

10. **THIS COURT ORDERS** that no Proceeding against or in respect of Carriage Hills, the Resort Assets shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of Carriage Hills or the Resort Assets are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against Carriage Hills, the Receiver, or affecting the Resort Assets, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and further provided that nothing in this paragraph shall: (i) empower the Receiver or Carriage Hills to carry on any business which Carriage Hills is not lawfully entitled to carry on, (ii) exempt the Receiver or Carriage Hills from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by Carriage Hills, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with Carriage Hills or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to Carriage Hills are hereby restrained until further Order of this Court from

discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of Carriage Hills' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of Carriage Hills or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Resort Assets and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Resort Assets that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Resort Assets within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in

this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. **THIS COURT ORDERS** that the Receiver, counsel and special counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver, counsel and special counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Resort Assets, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Resort Assets in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Resort Assets shall be

and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

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

25. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

GENERAL

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

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

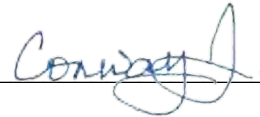
28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of Carriage Hills.

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

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

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

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

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

SCHEDULE "A"

DESCRIPTION OF LANDS

Parcel 1-16 Section 51-Oro-3

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

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

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

SCHEDULE "B"

FORM OF RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that BDO Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties Carriage Hills acquired for, or used in relation to the Carriage Hills Resort, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 10th day of May, 2020, as amended on December 11, 2020 (the "**Order**") made in an action having Court file number CV-20-00640265-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Resort Assets, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Resort Assets in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Resort Assets as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

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

Per: _____

Name:

Title:

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AMENDED AND RESTATED
APPOINTMENT ORDER

Thornton Grout Finnigan LLP

Barristers and Solicitors
Toronto-Dominion Centre
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Toronto, ON M5K 1K7

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Fax: 416-304-1313

Lawyers for the Applicant, Carriage Hills Vacation Owners
Association

TAB F

**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.

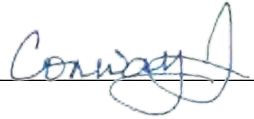
28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of Carriage Ridge.

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.

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

SCHEDULE "A"

DESCRIPTION OF LANDS

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

County of Simcoe.

Land Titles Division of Simcoe (No. 51)

SCHEDULE “B”

FORM OF RECEIVER’S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that BDO Canada Limited, the receiver (the “**Receiver**”) of the assets, undertakings and properties Carriage Ridge acquired for, or used in relation to the Carriage Ridge Resort, including all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the 10th day of May, 2020, as amended on December 11, 2020 (the “**Order**”) made in an action having Court file number CV-20-00640265-00CL, has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Resort Assets, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Resort Assets in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Resort Assets as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

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

Per: _____

Name:

Title:

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AMENDED AND RESTATED
APPOINTMENT ORDER

Thornton Grout Finnigan LLP

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

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Lawyers for the Applicant, Carriage Ridge Owners
Association

TAB G

**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**”)

TRANSITION ORDER

THIS MOTION made by the Applicant for an Order, *inter alia*: (i) approving the Sales Process (as defined below), (ii) authorizing Carriage Hills Vacation Owners Association (“**Carriage Hills**”) to fund the severance obligations to employees of the Carriage Hills timeshare resort (the “**Carriage Hills Resort**”) that are terminated, (iii) directing the liquidation of the investments savings account of Carriage Hills and payment of funds in such account to BDO Canada Limited (“**BDO**”) immediately upon the appointment of BDO as receiver of Carriage Hills (the “**Receiver**”), (iv) approving the activities of BDO, in its capacity as the Administrator (the “**Administrator**”) of Carriage Hills and the Carriage Hills Resort, as set out in the Third Report of the Administrator dated December 1, 2020 (the “**Third Report**”), (v) approving the fees and disbursements of the Administrator and its counsel, and (vi) releasing the Board of Directors of Carriage Hills (the “**Board**”) from any and all liability, as set out in paragraph 9 of this Order, 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, 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 AND DEFINED TERMS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order that are not otherwise defined shall have the meaning ascribed to them in the Third Report.

APPROVAL OF SALES PROCESS

3. **THIS COURT AUTHORIZES AND APPROVES** the marketing and sales process (the “**Sales Process**”) set out in paragraph 2.2.2 of the Third Report.

PAYMENT OF SEVERANCE OBLIGATIONS

4. **THIS COURT ORDERS** that Carriage Hills is hereby authorized and directed to fund its proportionate termination obligations in respect of the Resort Employees by way of payment of 69% of \$747,738 (being \$515,929.22) to CHHI, which is further ordered to be paid to the Resort Employees in satisfaction of such obligations.

CAPITAL RESERVE ACCOUNT

5. **THIS COURT ORDERS AND DIRECTS** CHHI to liquidate the investment savings accounts of the Hills Association at RBC Dominion Securities Inc. (“**RBC**”) bearing account # 441-69866-1-2 and to transfer such amounts to the trust account of the Receiver (the “**Receiver’s Account**”) immediately upon the appointment of the Receiver.

APPROVAL OF FEES AND ACTIVITIES OF THE ADMINISTRATOR

6. **THIS COURT ORDERS** that the Third Report filed in these proceedings and the Administrator’s activities as set out therein are hereby approved.

7. **THIS COURT ORDERS** that the professional fees and disbursements of the Administrator for (i) the period from September 16, 2020 to November 29, 2020 in the amount of \$151,935.50, plus disbursements of \$18,098.44 and HST of \$22,104.41 for a total of \$192,138.35, as set out in the Affidavit of Matthew Marchand, sworn November 30, 2020, 2020 and attached as Appendix “H” to the Third Report, are hereby approved and Carriage Hills is authorized to pay its proportionate share of such fees in accordance with the terms of the Administration Order.

8. **THIS COURT ORDERS** that the professional fees and disbursements of Aird & Berlis, counsel to the Administrator, for (i) the period from September 16, 2020 to November 28, 2020 in the amount of \$38,387.75, plus disbursements of \$189.75 for a total of \$43,378.16 as set out in the Affidavit of Sam Babe sworn November 30, 2020 and attached as Appendix “I” to the Third Report, are hereby approved and Carriage Hills is authorized to pay its proportionate share of such fees in accordance with the terms of the Administration Order.

RELEASE OF THE BOARD OF DIRECTORS

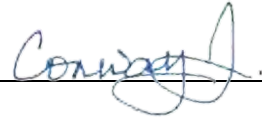
9. **THIS COURT ORDERS AND DECLARES** that each member of the Board is hereby released and discharged from any and all liability that any member of the Board now has or may hereafter have by reason of, or in any way arising out of, their acts or omissions as members of the Board while acting in such capacity during these proceedings to the date of this Order, save and except for any gross negligence or wilful misconduct. Without limiting the generality of the foregoing, each member of the Board is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, during these proceedings to the date of this Order, save and except for any gross negligence or wilful misconduct.

GENERAL

10. **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.

11. **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 Applicant, the Administrator 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 Applicant and to the Administrator, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Administrator in any foreign proceeding, or to assist the Applicant and the Administrator and their respective agents in carrying out the terms of this Order.



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

TRANSITION ORDER

Thornton Grout Finnigan LLP

Barristers and Solicitors
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Lawyers for the Applicant, Carriage Hills Vacation Owners
Association

TAB H

**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**”)

TRANSITION ORDER

THIS MOTION made by the Applicant for an Order, *inter alia*: (i) approving the Sales Process (as defined below), (ii) authorizing Carriage Ridge Owners Association (“**Carriage Ridge**”) to fund the severance obligations to employees of the Carriage Ridge timeshare resort (the “**Carriage Ridge Resort**”) that are terminated, (iii) directing the liquidation of the investments savings account of Carriage Ridge and payment of funds in such account to BDO Canada Limited (“**BDO**”) immediately upon the appointment of BDO as receiver of Carriage Ridge (the “**Receiver**”), (iv) approving the activities of BDO, in its capacity as the Administrator (the “**Administrator**”) of Carriage Ridge and the Carriage Ridge Resort, as set out in the Third Report of the Administrator dated December 1, 2020 (the “**Third Report**”), (v) approving the fees and disbursements of the Administrator and its counsel, and (vi) releasing the Board of Directors of Carriage Ridge (the “**Board**”) from any and all liability, as set out in paragraph 9 of this Order, 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, 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 AND DEFINED TERMS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order that are not otherwise defined shall have the meaning ascribed to them in the Third Report.

APPROVAL OF SALES PROCESS

3. **THIS COURT AUTHORIZES AND APPROVES** the marketing and sales process (the “**Sales Process**”) set out in paragraph 2.2.2 of the Third Report.

PAYMENT OF SEVERANCE OBLIGATIONS

4. **THIS COURT ORDERS** that Carriage Ridge is hereby authorized and directed to fund its proportionate termination obligations in respect of the Resort Employees by way of payment of 31% of \$747,738 (being \$231,798.78) to CHHI, which is further ordered to be paid to the Resort Employees in satisfaction of such obligations.

CAPITAL RESERVE ACCOUNT

5. **THIS COURT ORDERS AND DIRECTS** CHHI to liquidate the investment savings accounts of the Ridge Association at RBC Dominion Securities Inc. (“**RBC**”) bearing account # 428-05179-1-5 and to transfer such amounts to the trust account of the Receiver (the “**Receiver’s Account**”) immediately upon the appointment of the Receiver.

APPROVAL OF FEES AND ACTIVITIES OF THE ADMINISTRATOR

6. **THIS COURT ORDERS** that the Third Report filed in these proceedings and the Administrator’s activities as set out therein are hereby approved.

7. **THIS COURT ORDERS** that the professional fees and disbursements of the Administrator for (i) the period from September 16, 2020 to November 29, 2020 in the amount of \$151,935.50, plus disbursements of \$18,098.44 and HST of \$22,104.41 for a total of \$192,138.35, as set out in the Affidavit of Matthew Marchand, sworn November 30, 2020, 2020 and attached as Appendix “H” to the Third Report, are hereby approved and Carriage Ridge is authorized to pay its proportionate share of such fees in accordance with the terms of the Administration Order.

8. **THIS COURT ORDERS** that the professional fees and disbursements of Aird & Berlis, counsel to the Administrator, for (i) the period from September 16, 2020 to November 28, 2020 in the amount of \$38,387.75, plus disbursements of \$189.75 for a total of \$43,378.16 as set out in the Affidavit of Sam Babe sworn November 30, 2020 and attached as Appendix “I” to the Third Report, are hereby approved and Carriage Ridge is authorized to pay its proportionate share of such fees in accordance with the terms of the Administration Order.

RELEASE OF THE BOARD OF DIRECTORS

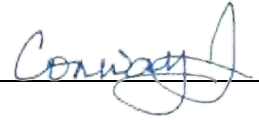
9. **THIS COURT ORDERS AND DECLARES** that each member of the Board is hereby released and discharged from any and all liability that any member of the Board now has or may hereafter have by reason of, or in any way arising out of, their acts or omissions as members of the Board while acting in such capacity during these proceedings to the date of this Order, save and except for any gross negligence or wilful misconduct. Without limiting the generality of the foregoing, each member of the Board is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, during these proceedings to the date of this Order, save and except for any gross negligence or wilful misconduct.

GENERAL

10. **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.

11. **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 Applicant, the Administrator 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 Applicant and to the Administrator, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Administrator in any foreign proceeding, or to assist the Applicant and the Administrator and their respective agents in carrying out the terms of this Order.

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

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

TRANSITION ORDER

Thornton Grout Finnigan LLP

Barristers and Solicitors
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Lawyers for the Applicant, Carriage Ridge Owners
Association

TAB I



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

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

THE HONOURABLE MADAM

)

TUESDAY, THE 5TH

JUSTICE CONWAY

)

DAY OF JANUARY, 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**

ORDER

THIS MOTION made by BDO Canada Limited (“**BDO**”), in its capacity as the Court-appointed administrator (in such capacity, the “**Administrator**”) of the Carriage Hills Vacation Owners Association (the “**Applicant**”) and the Carriage Hills Resort (the “**Resort**”), and in its capacity as the Court-appointed receiver over all of the assets, properties and undertakings of the Applicant and the buildings and properties of the Resort (the “**Resort Assets**”) appointed by Order of the Court with effect as of January 6, 2021 (in such capacity, the “**Receiver**”), for an Order (i) approving the Transition Report of the Receiver dated December 22, 2020 and the activities of the Receiver described therein, (ii) authorizing the Receiver to enter into a listing agreement with Colliers International for a marketing and sales process for the Resort Assets (the “**Sales Process**”), (iii) authorizing the Receiver to enter into policies of insurance to cover the Resort Assets, (iv) authorizing the Receiver and the Applicant to pre-pay applicable insurance premiums, and (v) authorizing the Receiver to terminate the Resort management agreement between the Applicant and Carriage Hills Hospitality Inc. (the “**Management Agreement**”), was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver dated December 22, 2020 (the “**Motion Record**”), the Transition Report, and on hearing the submissions of counsel for the

Administrator and Receiver, counsel for the Applicant, counsel for Wyndham Worldwide Corporation, 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 duly served as appears from the affidavit of service of Christine Doyle sworn December 22, 2020, filed,

SERVICE

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

REPORT AND ACTIVITIES

2. **THIS COURT ORDERS** that the Transition Report filed in these proceedings and the Receiver's and the Administrator's activities as set out therein are hereby approved.

SALES PROCESS

3. **THIS COURT ORDERS** that the Receiver is hereby authorized to enter into a listing agreement with Colliers International for conduct of the Sales Process on such terms as the Receiver may agree to in its discretion.

INSURANCE

4. **THIS COURT ORDERS** that the Receiver is hereby authorized to enter into policies of insurance to cover the Resort Assets as described in the Transition Report.

5. **THIS COURT ORDERS** that the Administrator, the Receiver and the Applicant are authorized to make the prepayments of premiums required to secure insurance coverage, as described in the Transition Report, and such payment is hereby approved.

TERMINATION OF MANAGEMENT AGREEMENT

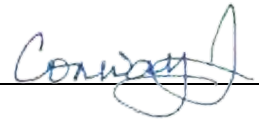
6. **THIS COURT ORDERS** that the Receiver is hereby authorized to terminate the Management Agreement on such terms as the Receiver may agree to in its discretion.

GENERAL

7. **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.

8. **THIS COURT ORDERS** that, notwithstanding any other provisions of this Order, any authorizations of the Receiver made in this Order are with effect as of 12:01 a.m. Eastern Time on January 6, 2021, being the effective date of the Receiver's appointment pursuant to the Amended and Restated Appointment Order of Justice Conway made December 11, 2020.

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 or to assist the Receiver and its agents in carrying out the terms of this Order.



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

**AND IN THE MATTERS 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**

ORDER

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Lawyers for BDO Canada Limited

TAB J



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

THE HONOURABLE MADAM) TUESDAY, THE 5TH
)
JUSTICE CONWAY) DAY OF JANUARY, 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 the Court-appointed administrator (in such capacity, the “**Administrator**”) of the Carriage Ridge Owners Association (the “**Applicant**”) and the Carriage Ridge Resort (the “**Resort**”), and in its capacity as the Court-appointed receiver over all of the assets, properties and undertakings of the Applicant and the buildings and properties of the Resort (the “**Resort Assets**”) appointed by Order of the Court with effect as of January 6, 2021 (in such capacity, the “**Receiver**”), for an Order (i) approving the Transition Report of the Receiver dated December 22, 2020 and the activities of the Receiver described therein, (ii) authorizing the Receiver to enter into a listing agreement with Colliers International for a marketing and sales process for the Resort Assets (the “**Sales Process**”), (iii) authorizing the Receiver to enter into policies of insurance to cover the Resort Assets, (iv) authorizing the Receiver and the Applicant to pre-pay applicable insurance premiums, and (v) authorizing the Receiver to terminate the Resort management agreement between the Applicant and Carriage Hills Hospitality Inc. (the “**Management Agreement**”), was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Motion Record of the Receiver dated December 22, 2020 (the “**Motion Record**”), the Transition Report, and on hearing the submissions of counsel for the

Administrator and Receiver, counsel for the Applicant, counsel for Wyndham Worldwide Corporation, 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 duly served as appears from the affidavit of service of Christine Doyle sworn December 22, 2020, filed,

SERVICE

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

REPORT AND ACTIVITIES

2. **THIS COURT ORDERS** that the Transition Report filed in these proceedings and the Receiver's and the Administrator's activities as set out therein are hereby approved.

SALES PROCESS

3. **THIS COURT ORDERS** that the Receiver is hereby authorized to enter into a listing agreement with Colliers International for conduct of the Sales Process on such terms as the Receiver may agree to in its discretion.

INSURANCE

4. **THIS COURT ORDERS** that the Receiver is hereby authorized to enter into policies of insurance to cover the Resort Assets as described in the Transition Report.

5. **THIS COURT ORDERS** that the Administrator, the Receiver and the Applicant are authorized to make the prepayments of premiums required to secure insurance coverage, as described in the Transition Report, and such payment is hereby approved.

TERMINATION OF MANAGEMENT AGREEMENT

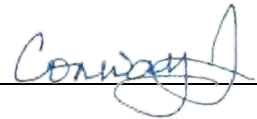
6. **THIS COURT ORDERS** that the Receiver is hereby authorized to terminate the Management Agreement on such terms as the Receiver may agree to in its discretion.

GENERAL

7. **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.

8. **THIS COURT ORDERS** that, notwithstanding any other provisions of this Order, any authorizations of the Receiver made in this Order are with effect as of 12:01 a.m. Eastern Time on January 6, 2021, being the effective date of the Receiver's appointment pursuant to the Amended and Restated Appointment Order of Justice Conway made December 11, 2020.

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 or to assist the Receiver and its agents in carrying out the terms of this Order.



42884088.2

Toronto Estates Office
330 University Avenue, 9th Fl,
Toronto, ON
M5G 1R7 TF

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

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

ORDER

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Lawyers for BDO Canada Limited

TAB K

Listing Agreement – Commercial

Seller Representation Agreement

Authority to Offer for Sale

Form 520
for use in the Province of Ontario


This is a **Multiple Listing Service® Agreement**  OR **This Listing is Exclusive** 
(Seller's Initials) (Seller's Initials)

BETWEEN:
BROKERAGE: **Colliers Macaulay Nicolls Inc., Brokerage**
181 Bay Street, Suite #1400, Toronto, ON M5J 2V1 (the "Listing Brokerage") Tel. No. 416 777 2200

SELLER: BDO Canada Limited in its capacity as court-appointed Receiver of the Carriage Hills Vacation Owners (the "Seller")
Association and the Carriage Ridge Owners Association (collectively the "Associations") and not in its personal or
corporate capacity
In consideration of the Listing Brokerage listing the real property **for sale** known as Carriage Hills Resort, 90 Highland Drive, RR#1, Oro,


..... Medonte Township, Ontario and Carriage Ridge Resort, 3303 Line 3 Oro, Medonte Township, Ontario (the "Property")
the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,

commencing at 12:01 a.m. on the ..20..... day of **January**, 20.. 21.....,
until 11:59 p.m. on the 19 day of **July**, 20..... 21..... (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an
MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate
and Business Brokers Act, 2002, (REBBA), **if the Listing Period exceeds six months, the Listing Brokerage must**
obtain the Seller's initials. } 

to offer the Property **for sale** at a price of:
..... **Unpriced** Dollars (\$CDN).....

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms
set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the
Property.

**The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for
the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.** 

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"):
"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. A purchase shall be deemed to include the entering into of
any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be
exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Real Estate and Business Brokers
Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association.
Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the
context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors,
administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any
corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the
shareholders, directors, or officers of the corporation introduced to or shown the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property for sale, the Seller agrees to pay the Listing Brokerage a commission
of 0.5 % of the sale price of the Property or **subject to a minimum of \$200,000.00**
pursuant to Schedule B Clause 3 A.

INITIALS OF LISTING BROKERAGE:  **INITIALS OF SELLER(S):** 

The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of 0.25 % of the sale price of the Property or pursuant to Schedule B Clause 3B (attached)

3. REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Seller and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):

4. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
5. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or willful act.
6. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
7. **INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and Representation of the Brokerage responsible for any Loss or Damages to the Property or contents during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire, or vandalism, other than by the Listing Brokerages gross negligence or willful act. The Seller warrants the Property is insured, including personal liability insurance against any claims or losses resulting from bodily injury or property damage to others caused in any way on or at the Property.
8. **FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
9. **FINDERS FEES: REVOKED** ~~The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.~~ *Matthew Marchand*
10. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
11. **USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:



INITIALS OF SELLER(S):



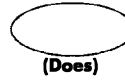
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selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.



- 12. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 13. CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 14. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 15. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c17 as amended from time to time.
- 16. SCHEDULE(S)** A & B attached and data form attached hereto form(s) part of this Agreement.

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

..... (Authorized to bind the Listing Brokerage) (Date) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

BDO Canada Limited in its capacity as court-appointed Receiver of the Carriage Hills Vacation Owners
 (Name of Seller) Association and the Carriage Ridge Owners Association (collectively the "Associations") and not in its personal or corporate capacity

..... (Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)
 January 20, 2021 416-369-7544
 (Signature of Seller/Authorized Signing Officer) (Seal) (Date) (Tel. No.)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to further any transaction provided for herein.

Not Applicable
 (Spouse) (Seal) (Date) (Tel. No.)

DECLARATION OF INSURANCE

The Salesperson/Broker/Broker of Record
 (Name of Salesperson/Broker/Broker of Record)
 hereby declares that he/she is insured as required by REBBA.

 (Signature(s) of Salesperson/Broker/Broker of Record)

ACKNOWLEDGEMENT

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the day of, 20

..... (Signature of Seller) (Date)
 (Signature of Seller) (Date)

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**Schedule A
Listing Agreement – Commercial
Authority to Offer for Sale**

Form 523
for use in the Province of Ontario

This Schedule is attached to and forms part of the Listing Agreement - Commercial Authority to Offer for Sale (Agreement) between:

BROKERAGE: Colliers Macaulay Nicolls Inc., Brokerage, and

SELLER: BDO Canada Limited in its capacity as court-appointed Receiver of the Carriage Hills Vacation Owners Association and the Carriage Ridge Owners Association (collectively the "Associations") and not in its personal or corporate capacity

for the property known as
..... dated the day of, 20.....

Legal Description

Parcel 1-27 Section 51-Oro-3 Being part of Lots 1 and 2, Concession 3, Designated as Part 1 on Plan 51R-31409 (formerly Township of Oro). Township of Oro-Medonte, County of Simcoe.

Parcel 1-16, Section 51-Oro-3, Being Part of Lots 2 and 3, Concession 4, Designation as Parts 5, 6, 7, 8, 9 and 10 on Plan 51R-26767 Township of Oro-Medonte


Parcel 1-17, Section 51-Oro-3, Part of Lot 2, Concession 4, Designated as Parts 11, 12, 13 and 14 on Plan 51R-26764 Township of Oro-Medonte

Parcels 1-18, Section 51-Oro-3, Part of Lot 2, Concession 4, Designated as Parts 1, 2, 3, 4, 15, 16 and 17 on Plan 51R-26764

This form must be initialed by all parties to the Agreement.

INITIALS OF BROKERAGE: 

INITIALS OF SELLER(S): 

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Schedule B
Listing Agreement – Commercial
Authority to Offer for Sale

Form 523
for use in the Province of Ontario

This Schedule is attached to and forms part of the Listing Agreement - Commercial Authority to Offer for Sale (Agreement) between:

BROKERAGE: **Colliers Macaulay Nicolls Inc., Brokerage**, and
SELLER: **BDO Canada Limited in its capacity as court-appointed Receiver of the Carriage Hills Vacation Owners Association and the Carriage Ridge Owners Association (collectively the "Associations") and not in its personal or corporate capacity**
for the property known as
..... dated the day of, 20.....

1. Exclusive Listing Term

The term of the exclusive listing herein referred to shall commence on the date of acceptance of this agreement by both parties. The listing team shall include Ian Gragtmans and John Creba.

2. Sale Process Colliers shall offer the Property for sale on an unpriced basis, on an all-cash, as-is, where-is basis or on such other terms and conditions that the Vendor may find acceptable, all in accordance with the "Sales Process", as defined in the Transition Orders made by Justice Conway dated December 11, 2020 in the Associations administration proceedings.

3. Commission (a) The vendor agrees to pay Colliers as a commission, an amount equal to the greater of \$200,000 or point five percent (0.5%) of the total sale price of the Property, plus applicable taxes on the amount of the commission. Said commissions shall be due and payable upon the closing of any sale, barter, exchange, merger or joint venture of all or part of the Property from any source whatsoever during the currency of this agreement or any extension thereof. For greater certainty, the commission will only be payable upon the successful completion of the sale of the Property during the term of this agreement.

(b) If a sale of the Property is acquired through the introduction of a purchaser by another licensed real estate broker/agent other than the listing team of Colliers (the "Cooperating Broker"), then a commission is also payable to such Cooperating Broker. In such circumstances, the commission payable to the cooperating broker shall be in an amount equal to point two five percent (0.25%) of the sale price of the Property, plus applicable taxes on the amount of commission such amount to be paid directly by the Vendor. The Vendor shall be required to pay only one commission on such a transaction developed by Colliers and a Cooperating Broker, and this commission shall be the sum of point five percent (0.5%) commission that is described in Clause 3 A and 3 B herein to a total sum of point seven five percent (.75%) to be paid by the vendor to Colliers. Provided Colliers receives said fees from the Vendor, Colliers shall be solely responsible for the payment of the full amount of any commissions that may be due and payable to the Cooperating Broker.

(c) Any deposit tendered with an Offer to Purchase accepted by the Vendor, shall be made payable to and be held by Vendor's solicitors, In Trust. For greater clarity, the Vendor's solicitor us Aird & Berlis LLP 181 Bay Street, Suite 1800, Toronto ON. Any unpaid balance of commission owing to Colliers shall be paid in accordance with the instructions contained in paragraph 5 herein.

4. The Vendor will irrevocably instructs its solicitor to pay from the proceeds of the sale, any unpaid balance of commission owing to Colliers on closing in accordance with this agreement. For greater certainty, if closing of sales of the two properties do not occur simultaneously, the commission shall be paid from proceeds of each sale upon the applicable property closing. In the event that the properties do not simultaneously close, Colliers will be paid a commission based on percentage only until the closing of the second property.

5. The Vendor further agrees to pay commission as per the above to Colliers in the event of a sale, barter, exchange, merger or joint venture that is entered into within ninety days (90 days) from the date of expiry or date of termination of this agreement or any extension thereto to anyone to whom Colliers introduced the property during the term of this agreement or extension thereof, providing Colliers has submitted a written list of such persons within twenty (20 days) following the expiry of this agreement.

6. If during the term of this Agreement or any extension hereof an escrow is opened or negotiations have commenced involving the of a sale, barter, exchange, expropriation, merger or joint venture of all or part of the Property or an undivided part interest in the Property, either alone or in connection with a development joint venture or other development of the Property have commenced with a prospect of Colliers, then with respect to such prospect, the term of this Agreement shall be extended for a period through the closing of such escrow, the termination of such negotiations or the consummation of a transaction with such prospect, notwithstanding that this Agreement would otherwise have expired during such period.

7. During the term of this agreement, the Vendor agrees that all enquiries received by the Vendor from any source whatsoever shall be referred to Colliers and all offers shall be submitted through Colliers.

8. Neither party to this agreement shall be entitled to assign this agreement or any interest herein.

9. The parties agree that in the event of any conflict or inconsistency between the terms and conditions of this Schedule B and the body of the Agreement, the Terms and Conditions of this Schedule B shall prevail.

10. This agreement shall be binding on the successors and assigns of the parties hereto.

This form must be initiated by all parties to the Agreement.

INITIALS OF BROKERAGE: 

INITIALS OF SELLER(S): 

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Schedule B
Listing Agreement – Commercial
Authority to Offer for Sale

Form 523
for use in the Province of Ontario

This Schedule is attached to and forms part of the Listing Agreement - Commercial Authority to Offer for Sale (Agreement) between:

BROKERAGE: **Colliers Macaulay Nicolls Inc., Brokerage**, and

SELLER: **BDO Canada Limited in its capacity as court-appointed Receiver of the Carriage Hills Vacation Owners Association and the Carriage Ridge Owners Association (collectively the "Associations") and not in its personal or corporate capacity**

for the property known as.....
..... dated the day of, 20.....

11. Not Legal, Tax or Environmental Advice
The parties to this Agreement acknowledge that Colliers has recommended that they obtain advice from their legal counsel prior to signing this document. The parties further acknowledge that the information provided by Colliers is not to be construed as expert legal or tax advice and the parties are cautioned not to rely on any such information without seeking specific legal or tax advice with respect to their unique circumstances.

12. Disclosure
The Vendor acknowledges Colliers obligation to disclose confidential environmental and latent defect information in dual agency situations.

13. Confidentiality The Listing Broker shall not communicate with any party other than the Receiver or its counsel regarding the status of the sales process including but not limited to parties who may have expressed interest, number of showings, terms of any LOI or offer. The Listing Broker indemnifies and holds the Receiver and the owners of the Property harmless from any losses occasioned by a breach of this provision.

14. Advertising and Sales Promotion
All advertising and sales promotion shall be subject to the Vendor's approval, and Colliers agrees to pay the full cost of any marketing initiatives including but not limited to; Globe & Mail advertising, direct mail pieces, photocopying, postage, long distance telephone calls and the cost of labels, and any other such advertising that has been agreed to and approved. All advertising and sales promotion material shall mention BDO Canada Limited, and only Colliers as agent during the currency of this agreement. Advertising and sales promotion material shall be silent on the receivership of the Associations and the Property.

15. Responsibilities of Colliers As exclusive agent for the Vendor, Colliers will use its best efforts at all times in promoting the Vendor's interests and, in particular, to use its knowledge and other resources to the best of its ability to sell the Property on terms satisfactory to the Vendor. Colliers undertakes to perform the following:

- (a) provide sufficient personnel so that Colliers' responsibilities will be effectively carried out with a comprehensive purchaser solicitation campaign, including, without limitation, attendance at every site tour for which a request is made to Colliers without delegation, with no prospective purchaser on the Property with Colliers knowledge without Colliers in attendance.
- (b) develop a marketing program for the Property and assist in the development of an advertising program and in the preparation and production of all necessary material required for the sale of the Property, all of which will be subject to the Vendor's approval;
- (c) actively promote the Property in Colliers' day-to-day activities and contacts with prospective purchasers;
- (d) provide the services of Colliers' international prospect database, to identify prospective investors and users for the Property and for mailing list purposes, and canvass and contact prospective purchasers;
- (e) immediately bring to the Vendor's attention all offers for sale which Colliers obtains, regardless of the source, and regardless of whether or not they comply with the requirements established by the Vendor;
- (f) report to the Vendor on a bi-weekly basis or as directed by the Vendor on project relevant activity, relevant matters and developments affecting the marketing and sale of the Property including information on prevailing conditions in the market with particular emphasis in the site's submarket and details relating to current transactions and competing listings; and
- (g) maintain and keep current a register of prospective purchasers that are introduced to the property together with other pertinent information necessary to substantiate a bona fide registration and provide Vendor as part of the regular reporting.


16. This Agreement shall enure to the benefit of the Vendor and Colliers and shall be binding upon the Vendor and Colliers respective successors and permitted assigns.

17. This agreement shall be governed by the laws of the Province of Ontario.
The Vendor has read and clearly understands this Agreement, and acknowledges this date having received a copy of same and warrants he is authorized to sign this Agreement.

This form must be initiated by all parties to the Agreement.

INITIALS OF BROKERAGE: 

INITIALS OF SELLER(S): 

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TABL

Instruction Letter for Completing the Proof of Claim in respect of Carriage Hills Vacation Owners Association (the “Applicant”)

A. Claims Procedure

By Order of the Ontario Superior Court of Justice (Commercial List) made February 16, 2021 pursuant to the *Courts of Justice Act*, R.S.O. 1990, c C.43 (the “**Claims Process and Bar Order**”), which is attached hereto, the Receiver has been authorized to conduct a claims process (the “**Claims Process**”).

This letter provides instructions for responding to or completing the enclosed Proof of Claim. Any capitalized terms not defined herein shall have the meaning ascribed thereto in the Claims Process and Bar Order.

The Claims Process is intended for any Person with any Claim of any kind or nature whatsoever against the Applicant, whether unliquidated, contingent or otherwise. Please review the Claims Process and Bar Order for the complete definition of “Claim”.

If you have any questions regarding the Claims Process, please contact the Court-appointed Receiver at the address provided below.

All notices and enquiries with respect to the Claims Process should be addressed to:

BDO Canada Limited,
in its capacity as Receiver of Carriage Hills Vacation Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Claims

Email: BDOCarriageHills@bdo.ca

B. General Instructions for Completing the Proof of Claim

The Proof of Claim must be completed by an individual and not a corporation. An individual acting for a corporation or other person must state the capacity in which such individual is acting, such as “Credit Manager”, “Treasurer”, “Authorized Agent”, etc. The individual completing the Proof of Claim must have knowledge of the circumstances connected with the Claim. All Proofs of Claim must be signed, dated and witnessed.

A Statement of Account containing full details of the Claim must be attached to the Proof of Claim. The Proof of Claim should include all amounts owing to you for any goods or services provided to the Applicant before January 6, 2021.

If the Creditor holds a contingent or unliquidated Claim, reasons for the Claim must be provided in addition to the basis upon which the Claim has been valued.

If the Claim or a portion thereof has been sold or assigned, the name of the party purchasing the Claim, the amount of the Claim sold or assigned, as well as supporting documentation, must be attached to the Proof of Claim submitted. The Proof of Claim can be completed by either the original Creditor or by the assignee, but not both. Creditors and assignee(s) must determine amongst themselves who will file the Proof of Claim.

Creditors who, in addition to their Claims against the Applicant, also have claims against Carriage Ridge Owners Association (“**Carriage Ridge**”) must file a second, separate proof of claim in the claims process being conducted in Carriage Ridge’s receivership proceeding.

C. For Creditors Submitting a Proof of Claim

If you believe that you have a Claim against the Applicant you will have to file a Proof of Claim with the Receiver. ***THE PROOF OF CLAIM MUST BE RECEIVED BY 5:00 PM (TORONTO TIME) ON APRIL 15, 2021***, unless the Court orders otherwise.

Additional Proof of Claim forms can be obtained from the Receiver’s website at <https://www.bdo.ca/en-ca/extranets/carriage/> or by contacting the Receiver at the telephone and fax numbers indicated above and providing particulars as to your name, address and facsimile number. Once the Receiver has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

D. Timetable

Pursuant to the Claims Process and Bar Order, the following is the timetable for the Claims Process:

Action Item	Deadline
Creditor Submit Proof of Claim	April 15, 2021, 5:00 p.m.
Receiver send any Notice of Revision or Disallowance	May 31, 2021
Creditor deliver any Dispute Notice	Within 10 days of Notice of Revision or Disallowance
Receiver Determination as to Dispute Notice	As soon as practicable

Proof of Claim in respect of Carriage Hills Vacation Owners Association (the “Applicant”)

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the order dated February 16, 2021, as may be amended from time to time (the “**Claims Process and Bar Order**”). **Please type your response or print legibly. An electronic copy of this form may be accessed at <https://www.bdo.ca/en-ca/extranets/carriage/> .**

1. PARTICULARS OF CREDITOR

(a) Full legal name of Creditor (include trade name, if different):

The full legal name should be the name of the Creditor of the Applicant, notwithstanding whether an assignment of its Claims, or a portion thereof, has occurred prior to or following January 6, 2021.

(b) Full mailing address of the Creditor: (The mailing address should be the mailing address of the Creditor and not any assignee.)

(c) Other contact information of the Creditor:

Telephone number: _____
Email address: _____
Facsimile number: _____
Attention: _____

Has the Claim(s), or a portion thereof, set out herein been sold, transferred or assigned by the Creditor to another party?

Yes:

No:

2. PARTICULARS OF ASSIGNEE(S) (IF APPLICABLE)

If the Claim(s) set out herein, or a portion thereof, has been sold, transferred or assigned, complete the required information set out below. If there is more than one assignee, please attach a separate sheet which contains all of the required information set out below for each assignee.

(d) Full legal name of the Assignee:

(e) Full mailing address of the Assignee:

(f) Other contact information of the Assignee:

Telephone number: _____

Email address: _____

Facsimile number: _____

Attention: _____

3. CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

(a) That I (check one box only):

am an Unsecured Creditor or assignee of Carriage Hills Vacation Owners Association; OR

am _____ of
(position or title)

(name of Unsecured Creditor or assignee of Carriage Hills Vacation Owners Association) OR

am a Secured Creditor or assignee of Carriage Hills Vacation Owners Association; OR

am _____ of
(position or title)

(name of Secured Creditor or assignee of Carriage Hills Vacation Owners Association) OR

(b) That I have knowledge of all the circumstances connected with the Claim described and set out herein;

(c) That Carriage Hills Vacation Owners Association was and still is indebted to the Creditor as follows (*include all Claims that you assert against the Applicant*):

\$_____ [Insert \$ value of Claim] CAD

Note: Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as of February 16, 2021.

4. PARTICULARS OF CLAIM

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

Provide all particulars of the Claim and supporting documentation, including copy of related contract, amount, description of transaction(s) or agreement(s) giving rise to the Claim, including, without limitation, the amount of invoices and the particulars of all credits and discounts claimed including calculation as necessary and, in the case of a Secured Claim, provide all particulars and documentation of the security held.

5. FILING OF CLAIM

This Proof of Claim form must be received by the Receiver by no later than 5:00 p.m. (Toronto time) on the Claims Bar Date of April 15, 2021, by either registered mail, personal delivery, courier or electronic or digital transmission at the following address:

BDO Canada Limited,
in its capacity as Receiver of Carriage Hills Vacation Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Claims

Email: BDOCarriageHills@bdo.ca

Failure to file your Proof of Claim and any required documentation as directed in relation to any Claim by 5:00 p.m. (Toronto time) on April 15, 2021 will result in your claim being forever barred and extinguished and you will be prohibited from making or enforcing a Claim against the Applicant and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a creditor in these proceedings.

6. UNAFFECTED CLAIMS

No Person needs to file a claim in respect of an Unaffected Claim.

DATED this _____ day of _____, 2021.

Witness:

Per: _____
Print Name: _____
Print Title: _____

Notice of Revision or Disallowance in respect of Carriage Hills Vacation Owners Association (“the Applicant”)

Name of Creditor: _____

Reference #: _____

Defined terms not defined within this Notice of Revision or Disallowance form have the meaning ascribed thereto in the Claims Process and Bar Order dated February 16, 2021. Pursuant to paragraph 17 of the Claims Process and Bar Order, BDO Canada Limited, in its capacity as Receiver of the Applicant, hereby gives you notice that it has reviewed your Proof of Claim and has revised or rejected your Claim as follows:

(A) Revisions or Disallowance:

	Proof of Claim as Submitted	The Revised Claim as Accepted
Pre-Filing Claim arising prior to January 6, 2021		
Receivership Claim arising on or after January 6, 2021		

(B) Reason for the Revision or Disallowance:

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

1. If you intend to dispute this Notice of Revision or Disallowance you must, in relation to a Proof of Claim, *no later than 5:00 p.m. (Toronto time) on the day which is ten (10) calendar days after the date of the Notice of Revision or Disallowance*, deliver a Dispute Notice by registered mail, personal service, courier or electronic or digital transmission to the addresses indicated hereon. The form of Dispute Notice is attached to this Notice.
2. If you do not deliver a Dispute Notice, the amount of your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

Address for Service of Dispute Notices:

BDO Canada Limited,
in its capacity as Receiver of Carriage Hills Vacation Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Claims

Email: BDOCarriageHills@bdo.ca

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

DATED this _____ day of _____, 2021.

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

Dispute Notice in respect of Carriage Hills Vacation Owners Association (the “Applicant”)

Defined terms not defined within this Dispute Notice form have the meaning ascribed thereto in the Claims Process and Bar Order dated February 16, 2021. Pursuant to paragraph 20 of the Claims Process and Bar Order, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____ issued by BDO Canada Limited in its capacity as Receiver of the Applicant in respect of our Claim.

Name of Creditor: _____

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

Signature of Individual/Authorized Signing Officer: _____

Date: _____

(Please print name) _____

Telephone Number: () _____ Facsimile Number: () _____

Full Mailing Address: _____

THIS FORM AND SUPPORTING DOCUMENTATION MUST BE RETURNED BY REGISTERED MAIL, PERSONAL SERVICE, COURIER OR ELECTRONIC OR DIGITAL TRANSMISSION TO THE ADDRESS INDICATED HEREIN AND MUST BE RECEIVED BY NO LATER THAN 5:00 P.M. (TORONTO TIME) ON THE DAY WHICH IS TEN (10) CALENDAR DAYS AFTER THE DATE OF THE NOTICE OF REVISION OR DISALLOWANCE.

Address for Service of Dispute Notices:

BDO Canada Limited,
in its capacity as Receiver of Carriage Hills Vacation Owners Association
20 Wellington Street East, Suite 500
Toronto, ON M5E 1C5

Attention: Carriage Hills Claims

Email: BDOCarriageHills@bdo.ca

Notice to Creditors of Carriage Hills Vacation Owners Association

RE: NOTICE OF CLAIMS PROCESS FOR CARRIAGE HILLS VACATION OWNERS ASSOCIATION (the "Applicant") IN THE APPLICANT'S RECEIVERSHIP PROCEEDING

PLEASE TAKE NOTICE that this notice is being published pursuant to an order of the Superior Court of Justice of Ontario dated February 16, 2021 (the "Order") establishing a process for determining the amount of Claims (as defined in the Order) against the Applicant. The Court has ordered that the Receiver send Proof of Claim forms to certain creditors of the Applicant. Any person who has not received a Proof of Claim form and who believes that they have a Claim against the Applicant, which claim arose prior to January 6, 2021 or arose on or after January 6, 2021 and relates to the receivership of the Applicant, should send a completed Proof of Claim to the Receiver to be received by no later than 5:00 p.m. (Toronto time) on April 15, 2021 (the "Claims Bar Date").

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

Creditors who have not received a Proof of Claim may obtain a Proof of Claims package from the website of BDO Canada Limited, the Court-appointed Receiver of the Applicant, at <https://www.bdo.ca/en-ca/extranets/carriage/> or by contacting Ms. Mithushaa Berinpalingam (mberinpalingam@bdo.ca).

DATED at _____ this _____ day of _____, 2021.

TAB M

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

THE HONOURABLE MADAM) THURSDAY, THE 2ND
)
JUSTICE CONWAY) DAY OF JULY, 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**”)

ORDER

THIS MOTION made by the Applicant for an Order that, *inter alia*: (i) approving the form, content and method of delivery of the Member Survey and the Member Survey Deadline, (ii) confirming that delinquent Members shall not be permitted to vote with respect to the Member Survey, (iii) approving the Exit Fee; (iv) approving the Delinquency Fee; (v) approving the First Report of BDO Canada Limited dated June 22, 2020 (the “**First Report**”), in its capacity as administrator of the Applicant (the “**Administrator**”), and the activities of the Administrator as set out therein, and (vi) approving the fees and disbursements of the Administrator and counsel to the Administrator, was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Motion Record of the Applicant dated June 22, 2020 (the “**Motion Record**”), including the affidavit of Darren Chapelle, sworn June 22, 2020 (the “**Chapelle Affidavit**”) and the Exhibit thereto, the First Report and the appendices thereto, and on hearing the submissions of counsel for the Applicant, counsel for BDO, counsel for Lori Smith, Karen Levins and Bruce Fleming, Christopher Diana on behalf of himself and counsel for David and Phyllis Lennox, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of Mitch Grossell, sworn June 30, 2020, filed.

SERVICE AND DEFINED TERMS

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.
2. **THIS COURT ORDERS** that all capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the First Report.

APPROVAL OF THE MEMBER SURVEY AND NOTICING PROCEDURE

3. **THIS COURT ORDERS** that the Member Survey substantially in the form and content attached as Schedule "A" to this Order, including but not limited to the amount of the Exit Fee, is hereby approved and the Administrator is authorized and directed to have the Member Survey issued in accordance with the terms of this Order.
4. **THIS COURT ORDERS** that the Administrator be and is hereby authorized and directed to retain Votenet to manage the online Member Survey, including sending email notifications and reminders to the Members, provide phone and email support services to the Members and provide the certified voting results and statistical reporting to the Administrator at an estimated cost of U.S. \$7,714.00.
5. **THIS COURT ORDERS** that within ten (10) days of the date of this Order:

- (a) the Administrator shall cause Votenet to send a link to the Member Survey via email to every Member that has provided a working email address; and
- (b) the Administrator shall send a paper copy of the Member Survey by regular mail to every Member that has not provided a working email address

provided that, the Administrator shall have no obligation to send the Member Survey to any Member with a Delinquent Account. In the event that the Delinquent Account of such Member is rectified before the Member Survey Deadline, the Administrator shall cause the Member Survey to be delivered to the Member. For greater certainty, notwithstanding the foregoing, the date of the

Member Survey Deadline shall not be extended beyond August 31, 2020 without the written consent of the Administrator.

RESPONSES TO THE MEMBER SURVEY

6. **THIS COURT ORDERS** that responses to the Member Survey shall be received by the Administrator by no later than August 31, 2020 (“**Member Survey Deadline**”). The Administrator shall not be required to consider any Member Survey received after the Member Survey Deadline.

7. **THIS COURT ORDERS** that Members with Delinquent Accounts (a “**Delinquent Member**”) shall not be entitled to participate or vote in the Member Survey. In the event that a Delinquent Member responds to the Member Survey, the Administrator shall disregard and not take into consideration the response of any such Delinquent Member. For greater certainty, Delinquent Members shall be treated as Members voting to exit.

8. **THIS COURT AUTHORIZES AND APPROVES** the nature and amount of the Delinquency Fee as set out in the First Report.

9. **THIS COURT ORDERS AND DIRECTS** the Administrator to send by email, to those Delinquent Members who have provided a valid email address, a notice to the Delinquent Members substantially in the form and content attached as Schedule “**B**” notifying the Delinquent Owners of the Delinquency Fee and that the Delinquent Owners are not entitled to participate in the Member Survey unless they bring their account current.

10. **THIS COURT ORDERS** that, in the case of any Member responding to the Member Survey indicating that he or she wishes to exit the Association, such decision shall be binding on such Member and that Member shall not be permitted to change their decision to exit after the Member Survey Deadline.

11. **THIS COURT ORDERS** that any Members (other than Delinquent Members) that do not respond to the Member Survey shall be deemed to have responded that the Member wishes to stay in the Resort.

NO LIABILITY OF THE ADMINISTRATOR

12. **THIS COURT ORDERS** that the Administrator shall incur no liability or obligation as a result of the terms of this Order or the carrying out by it of the provisions of this Order, save and except for gross negligence or wilful misconduct on its part, and nothing in this Order shall derogate from the protections afforded to the Administrator pursuant to the Administration Order.

CORPORATE GOVERNANCE

13. **THIS COURT ORDERS AND DECLARES** that the annual general meeting of the Applicant (the “AGM”) and the nomination and election process for directors of the Applicant is hereby suspended and deferred for a period of six months. Until the AGM is held in accordance with this Order, all current directors of the Applicant shall remain as directors of the Applicant.

APPROVAL OF FEES AND ACTIVITIES OF THE ADMINISTRATOR

14. **THIS COURT ORDERS** that the First Report filed in these proceedings and the Administrator’s activities as set out therein are hereby approved.

15. **THIS COURT ORDERS** that the professional fees and disbursements of the Administrator for (i) the period ending June 15, 2020 in the amount of \$63,156.00 plus HST of \$8,210.28 for a total of \$71,366.28 as set out in the Affidavit of Brad Newton sworn June 22, 2020 and attached as Appendix “L” to the First Report, are hereby approved.

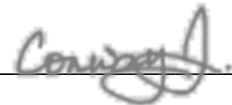
16. **THIS COURT ORDERS** that the professional fees and disbursements of Aird & Berlis, counsel to the Administrator, for (i) the period ending June 17, 2020 in the amount of \$62,060.25 plus HST of \$8,067.83 for a total of \$70,128.08 as set out in the Affidavit of Sam Babe sworn June 22, 2020 and attached as Appendix “M” to the First Report, are hereby approved and the Association is authorized to pay its proportionate share of such fees in accordance with the terms of the Administration Order.

GENERAL

17. **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.

18. **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 Applicant, the Administrator 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 Applicant and to the Administrator, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Administrator in any foreign proceeding, or to assist the Applicant and the Administrator and their respective agents in carrying out the terms of this Order.

19. **THIS COURT ORDERS** that the Applicant and the Administrator be at liberty and are 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 Administrator 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.



SCHEDULE "A"
MEMBER SURVEY

CARRIAGE RIDGE AND CARRIAGE HILLS MEMBER SURVEY

PURPOSE OF SURVEY

The purpose of this survey is to determine which owners wish to immediately exit their resort intervals and which owners may wish to maintain at least one of their intervals in a “restructured resort”. The basic parameters of a “restructured resort” are found below. The Administrator needs to gauge the interest in exiting immediately versus remaining in a restructured resort in order to determine if a restructured resort is a viable option.

TIME TO COMPLETE SURVEY

This survey will be available to be completed for 45 days only commencing **July __** and ending **August __**, 2020.

EFFECT OF SURVEY

This survey will be binding on those voting to exit. If this survey were not binding on those wanting to exit now, the Administrator would be forced to conduct multiple surveys involving numerous restructuring options which would take many months and be very expensive. Most importantly, such a delay would mean that an exit for owners would not be available before the next annual payment is due. The Administrator has heard directly from many owners that they want to exit before the next payment is due and we are trying to accommodate that request. Therefore, if you do not choose to exit now, you will be invoiced for next year’s fees, which will need to be paid to be eligible to continue in this process.

The survey will not be binding on those voting to stay. Until the results of this survey are available, we are unable to determine what a restructured resort will look like or whether a restructured resort is possible as we will not know how many owners wish to remain. Once this is known and assuming a restructuring is possible, we will be able to prepare a projection of what a restructured resort will look like and what the ongoing maintenance fees are likely to be. Those owners who indicated that they wanted to stay will then have 45 days to decide if they wish to remain or exit based on those terms. The owners choosing to exit after the second survey will go through the same exit process and fee as those who exited earlier.

If you choose to exit: Choosing the exit option below does not mean you have actually exited the time share or given up your interval(s). You will receive further information on precisely how to exit and the implications of exiting after the survey is completed and a final exit plan is approved by the Court. An Exit Fee (as set out in the chart below) will have to be paid by all those wishing to exit at this time or if you exit as discussed in the “If you choose to stay” paragraph below. After all or any portion of the resort is sold, there may be a payment made to all exiting owners (whether they exit under this survey or after the next). However, the exact amount of that payment will not be known until a sale is completed.

Total Cancellation Fee per Interval (including HST)	Every Year Interval		Even/Odd Year Interval	
	Red	White	Red	White
Carriage Hills	\$ 2,300.33	\$ 2,417.74	\$ 1,150.16	\$ 1,208.87
Carriage Ridge	\$ 2,282.38	\$ 2,399.17	\$ 1,141.19	\$ 1,199.58

If you choose to stay: Choosing to stay in a restructured resort does not mean you will automatically be part of a restructured resort in the future. The Administrator is simply trying to gauge your desire to do so. You will be provided with further information on what a future restructured resort will look like, together with the annual cost, after the survey is completed and the exit plan for those wishing to exit is approved by the Court. Depending on the results of the survey, it may be that a restructured resort is not feasible if not enough owners wish to remain in a restructured resort. It is anticipated that, once the exact terms and conditions of a restructured resort are determined, those terms will be shared with owners who voted to stay and you will again be able to choose to stay or to exit based on those exact terms.

If you do not reply to the survey: If you do not reply to the survey the Administrator will have to assume that you are voting to STAY in the resort. The Administrator CANNOT assume owners want to break a legal contract.

Please note, we require you to vote separately for each interval you own and only one vote per interval will be permitted

Please enter the following information:

Name of the owner of the time share _____

Please choose one of the following two options:

- Carriage Hills Interval
- Carriage Ridge interval

Please choose one of the following three options:

- Every year Interval
- Odd year Interval
- Even year Interval

Please choose one of the following two options.

- Do you want to exit now (this would include declaring the resort “obsolete”)?
- Do you want to remain in a “restructured resort”?

Pursuant to the time share agreement, in order for the resort to be determined to be “**obsolete**”, 75% of all intervals must be voted in favour of obsolescence. If more than 75% of intervals are voted in favour of obsolescence, then the **entire** resort must be sold. If less than 75% of all intervals are voted in favour of exiting, then it is possible that a portion of the resort will be sold to accommodate a smaller future resort. The process for the sale and the distribution of the proceeds of that sale will be proposed by the Administrator and have to be approved by the Court.

A “**restructured resort**” requires that, at a minimum, the time share agreement be altered to eliminate the perpetual nature of the Owners’ obligations. In other words, a mechanism would need to be created to provide Owners with the option to opt-out of the resort in the future (on terms to be determined) in the event that they are unable to sell their intervals. A successful restructured resort would also not see any significant escalation in annual maintenance fees. What exactly a restructured resort will look like and what the maintenance fees will be is uncertain and cannot be determined until the results of this survey are known.

No decisions have been made on what will happen with the resorts at this time. The results of the survey will help to inform all owners, the boards of directors, the Administrator and the Court as to what the next steps should be.

SCHEDULE “B”
NOTICE TO DELINQUENT MEMBERS

Proposed Email to Delinquent Members:

Pursuant to the records of Carriage Ridge Owners Association (“**CROA**”) and/or Carriage Hills Vacation Owners Association (“**CHVOA**”), you are a member of CROA and/or CHVOA (“**Member**”) and have outstanding fees owing to CROA and/or CHVOA (a “**Delinquent Account**”). Pursuant to the Order of the Ontario Superior Court of Justice dated July 2, 2020, as a Member with a Delinquent Account, you will not be permitted to vote in the Court-ordered Member Survey. In addition, a delinquency fee of \$1,000 (the “**Delinquency Fee**”) will be added to your account effective October 1, 2020.

However, if you pay your entire outstanding Delinquent Account before the Member Survey Deadline of August 31, 2020, you will be permitted to vote in the Member Survey. If you pay your outstanding account in full before September 30, 2020, you will not be assessed the Delinquency Fee.

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

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

TAB N

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

THE HONOURABLE MADAM) THURSDAY, THE 2ND
)
JUSTICE CONWAY) DAY OF JULY, 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**”)

ORDER

THIS MOTION made by the Applicant for an Order that, *inter alia*: (i) approving the form, content and method of delivery of the Member Survey and the Member Survey Deadline, (ii) confirming that delinquent Members shall not be permitted to vote with respect to the Member Survey, (iii) approving the Exit Fee; (iv) approving the Delinquency Fee; (v) approving the First Report of BDO Canada Limited dated June 22, 2020 (the “**First Report**”), in its capacity as administrator of the Applicant (the “**Administrator**”), and the activities of the Administrator as set out therein, and (vi) approving the fees and disbursements of the Administrator and counsel to the Administrator, was heard this day via Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the Motion Record of the Applicant dated June 22, 2020 (the “**Motion Record**”), including the affidavit of Laurie Kennedy, sworn June 22, 2020 (the “**Kennedy Affidavit**”) and the Exhibit thereto, the First Report and the appendices thereto, and on hearing the submissions of counsel for the Applicant, counsel for BDO, counsel for Lori Smith, Karen Levins and Bruce Fleming, Christopher Diana on behalf of himself and counsel for David and Phyllis Lennox, no one else appearing for any other parties on the Service List, although duly served as appears from the affidavit of service of Mitch Grossell, sworn June 30, 2020, filed.

SERVICE AND DEFINED TERMS

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.
2. **THIS COURT ORDERS** that all capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to them in the First Report.

APPROVAL OF THE MEMBER SURVEY AND NOTICING PROCEDURE

3. **THIS COURT ORDERS** that the Member Survey substantially in the form and content attached as Schedule "A" to this Order, including but not limited to the amount of the Exit Fee, is hereby approved and the Administrator is authorized and directed to have the Member Survey issued in accordance with the terms of this Order.
4. **THIS COURT ORDERS** that the Administrator be and is hereby authorized and directed to retain Votenet to manage the online Member Survey, including sending email notifications and reminders to the Members, provide phone and email support services to the Members and provide the certified voting results and statistical reporting to the Administrator at an estimated cost of U.S. \$7,714.00.
5. **THIS COURT ORDERS** that within ten (10) days of the date of this Order:

- (a) the Administrator shall cause Votenet to send a link to the Member Survey via email to every Member that has provided a working email address; and
- (b) the Administrator shall send a paper copy of the Member Survey by regular mail to every Member that has not provided a working email address

provided that, the Administrator shall have no obligation to send the Member Survey to any Member with a Delinquent Account. In the event that the Delinquent Account of such Member is rectified before the Member Survey Deadline, the Administrator shall cause the Member Survey to be delivered to the Member. For greater certainty, notwithstanding the foregoing, the date of the

Member Survey Deadline shall not be extended beyond August 31, 2020 without the written consent of the Administrator.

RESPONSES TO THE MEMBER SURVEY

6. **THIS COURT ORDERS** that responses to the Member Survey shall be received by the Administrator by no later than August 31, 2020 (“**Member Survey Deadline**”). The Administrator shall not be required to consider any Member Survey received after the Member Survey Deadline.

7. **THIS COURT ORDERS** that Members with Delinquent Accounts (a “**Delinquent Member**”) shall not be entitled to participate or vote in the Member Survey. In the event that a Delinquent Member responds to the Member Survey, the Administrator shall disregard and not take into consideration the response of any such Delinquent Member. For greater certainty, Delinquent Members shall be treated as Members voting to exit.

8. **THIS COURT AUTHORIZES AND APPROVES** the nature and amount of the Delinquency Fee as set out in the First Report.

9. **THIS COURT ORDERS AND DIRECTS** the Administrator to send by email, to those Delinquent Members who have provided a valid email address, a notice to the Delinquent Members substantially in the form and content attached as Schedule “**B**” notifying the Delinquent Owners of the Delinquency Fee and that the Delinquent Owners are not entitled to participate in the Member Survey unless they bring their account current.

10. **THIS COURT ORDERS** that, in the case of any Member responding to the Member Survey indicating that he or she wishes to exit the Association, such decision shall be binding on such Member and that Member shall not be permitted to change their decision to exit after the Member Survey Deadline.

11. **THIS COURT ORDERS** that any Members (other than Delinquent Members) that do not respond to the Member Survey shall be deemed to have responded that the Member wishes to stay in the Resort.

NO LIABILITY OF THE ADMINISTRATOR

12. **THIS COURT ORDERS** that the Administrator shall incur no liability or obligation as a result of the terms of this Order or the carrying out by it of the provisions of this Order, save and except for gross negligence or wilful misconduct on its part, and nothing in this Order shall derogate from the protections afforded to the Administrator pursuant to the Administration Order.

CORPORATE GOVERNANCE

13. **THIS COURT ORDERS AND DECLARES** that the annual general meeting of the Applicant (the “AGM”) and the nomination and election process for directors of the Applicant is hereby suspended and deferred for a period of six months. Until the AGM is held in accordance with this Order, all current directors of the Applicant shall remain as directors of the Applicant.

APPROVAL OF FEES AND ACTIVITIES OF THE ADMINISTRATOR

14. **THIS COURT ORDERS** that the First Report filed in these proceedings and the Administrator’s activities as set out therein are hereby approved.

15. **THIS COURT ORDERS** that the professional fees and disbursements of the Administrator for (i) the period ending June 15, 2020 in the amount of \$63,156.00 plus HST of \$8,210.28 for a total of \$71,366.28 as set out in the Affidavit of Brad Newton sworn June 22, 2020 and attached as Appendix “L” to the First Report, are hereby approved.

16. **THIS COURT ORDERS** that the professional fees and disbursements of Aird & Berlis, counsel to the Administrator, for (i) the period ending June 17, 2020 in the amount of \$62,060.25 plus HST of \$8,067.83 for a total of \$70,128.08 as set out in the Affidavit of Sam Babe sworn June 22, 2020 and attached as Appendix “M” to the First Report, are hereby approved and the Association is authorized to pay its proportionate share of such fees in accordance with the terms of the Administration Order.

GENERAL

17. **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.

18. **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 Applicant, the Administrator 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 Applicant and to the Administrator, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Administrator in any foreign proceeding, or to assist the Applicant and the Administrator and their respective agents in carrying out the terms of this Order.

19. **THIS COURT ORDERS** that the Applicant and the Administrator be at liberty and are 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 Administrator 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.



SCHEDULE "A"
MEMBER SURVEY

CARRIAGE RIDGE AND CARRIAGE HILLS MEMBER SURVEY

PURPOSE OF SURVEY

The purpose of this survey is to determine which owners wish to immediately exit their resort intervals and which owners may wish to maintain at least one of their intervals in a “restructured resort”. The basic parameters of a “restructured resort” are found below. The Administrator needs to gauge the interest in exiting immediately versus remaining in a restructured resort in order to determine if a restructured resort is a viable option.

TIME TO COMPLETE SURVEY

This survey will available to be completed for 45 days only commencing **July __** and ending **August __**, 2020.

EFFECT OF SURVEY

This survey will be binding on those voting to exit. If this survey were not binding on those wanting to exit now, the Administrator would be forced to conduct multiple surveys involving numerous restructuring options which would take many months and be very expensive. Most importantly, such a delay would mean that an exit for owners would not be available before the next annual payment is due. The Administrator has heard directly from many owners that they want to exit before the next payment is due and we are trying to accommodate that request. Therefore, if you do not choose to exit now, you will be invoiced for next year’s fees, which will need to be paid to be eligible to continue in this process.

The survey will not be binding on those voting to stay. Until the results of this survey are available, we are unable to determine what a restructured resort will look like or whether a restructured resort is possible as we will not know how many owners wish to remain. Once this is known and assuming a restructuring is possible, we will be able to prepare a projection of what a restructured resort will look like and what the ongoing maintenance fees are likely to be. Those owners who indicated that they wanted to stay will then have 45 days to decide if they wish to remain or exit based on those terms. The owners choosing to exit after the second survey will go through the same exit process and fee as those who exited earlier.

If you choose to exit: Choosing the exit option below does not mean you have actually exited the time share or given up your interval(s). You will receive further information on precisely how to exit and the implications of exiting after the survey is completed and a final exit plan is approved by the Court. An Exit Fee (as set out in the chart below) will have to be paid by all those wishing to exit at this time or if you exit as discussed in the “If you choose to stay” paragraph below. After all or any portion of the resort is sold, there may be a payment made to all exiting owners (whether they exit under this survey or after the next). However, the exact amount of that payment will not be known until a sale is completed.

Total Cancellation Fee per Interval (including HST)	Every Year Interval		Even/Odd Year Interval	
	Red	White	Red	White
Carriage Hills	\$ 2,300.33	\$ 2,417.74	\$ 1,150.16	\$ 1,208.87
Carriage Ridge	\$ 2,282.38	\$ 2,399.17	\$ 1,141.19	\$ 1,199.58

If you choose to stay: Choosing to stay in a restructured resort does not mean you will automatically be part of a restructured resort in the future. The Administrator is simply trying to gauge your desire to do so. You will be provided with further information on what a future restructured resort will look like, together with the annual cost, after the survey is completed and the exit plan for those wishing to exit is approved by the Court. Depending on the results of the survey, it may be that a restructured resort is not feasible if not enough owners wish to remain in a restructured resort. It is anticipated that, once the exact terms and conditions of a restructured resort are determined, those terms will be shared with owners who voted to stay and you will again be able to choose to stay or to exit based on those exact terms.

If you do not reply to the survey: If you do not reply to the survey the Administrator will have to assume that you are voting to STAY in the resort. The Administrator CANNOT assume owners want to break a legal contract.

Please note, we require you to vote separately for each interval you own and only one vote per interval will be permitted

Please enter the following information:

Name of the owner of the time share _____

Please choose one of the following two options:

- Carriage Hills Interval
- Carriage Ridge interval

Please choose one of the following three options:

- Every year Interval
- Odd year Interval
- Even year Interval

Please choose one of the following two options:

- Do you want to exit now (this would include declaring the resort “obsolete”)?
- Do you want to remain in a “restructured resort”?

Pursuant to the time share agreement, in order for the resort to be determined to be “**obsolete**”, 75% of all intervals must be voted in favour of obsolescence. If more than 75% of intervals are voted in favour of obsolescence, then the **entire** resort must be sold. If less than 75% of all intervals are voted in favour of exiting, then it is possible that a portion of the resort will be sold to accommodate a smaller future resort. The process for the sale and the distribution of the proceeds of that sale will be proposed by the Administrator and have to be approved by the Court.

A “**restructured resort**” requires that, at a minimum, the time share agreement be altered to eliminate the perpetual nature of the Owners’ obligations. In other words, a mechanism would need to be created to provide Owners with the option to opt-out of the resort in the future (on terms to be determined) in the event that they are unable to sell their intervals. A successful restructured resort would also not see any significant escalation in annual maintenance fees. What exactly a restructured resort will look like and what the maintenance fees will be is uncertain and cannot be determined until the results of this survey are known.

No decisions have been made on what will happen with the resorts at this time. The results of the survey will help to inform all owners, the boards of directors, the Administrator and the Court as to what the next steps should be.

**SCHEDULE “B”
NOTICE TO DELINQUENT MEMBERS**

Proposed Email to Delinquent Members:

Pursuant to the records of Carriage Ridge Owners Association (“**CROA**”) and/or Carriage Hills Vacation Owners Association (“**CHVOA**”), you are a member of CROA and/or CHVOA (“**Member**”) and have outstanding fees owing to CROA and/or CHVOA (a “**Delinquent Account**”). Pursuant to the Order of the Ontario Superior Court of Justice dated July 2, 2020, as a Member with a Delinquent Account, you will not be permitted to vote in the Court-ordered Member Survey. In addition, a delinquency fee of \$1,000 (the “**Delinquency Fee**”) will be added to your account effective October 1, 2020.

However, if you pay your entire outstanding Delinquent Account before the Member Survey Deadline of August 31, 2020, you will be permitted to vote in the Member Survey. If you pay your outstanding account in full before September 30, 2020, you will not be assessed the Delinquency Fee.

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

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

TAB O

Instruction Letter

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

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

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

Attention: Carriage Hills Collections

Email: BDOCarriageHills@bdo.ca

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

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

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

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

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.

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)

**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

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

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

Lawyers for BDO Canada Limited

TAB P

**Carriage Ridge Owners Association
Receipts and Disbursements
As at February 3, 2021**

Receipts:

Cash in bank	\$	2,433,371.43
Receivable collections		15,222.30
Miscellaneous receipts		1,808.44
Interest		759.19
Total receipts	\$	2,451,161.36

Disbursements:

Insurance	\$	101,964.24
Administrator's fees		26,439.88
Professional fees		25,347.44
Capital Improvements		24,750.00
Member refund cheques		19,114.26
Landscaping		17,221.03
HST paid on disbursements		14,760.01
Independent contractor fees		12,852.38
Repairs and Maintenance		6,712.35
Appraisal fees		5,704.81
Miscellaneous		4,403.55
Utilities		3,872.59
Receivable collection fees		3,513.55
Bank charges		176.17
Total disbursements	\$	266,832.25

Net receipts over disbursements	\$	2,184,329.11
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Carriage Hills Vacation Owners Association
Receipts and Disbursements
As at February 3, 2021

Receipts:

Cash in bank	\$ 2,017,755.62
Receivable collections	24,517.23
Interest	667.41
Miscellaneous receipts	-
Total receipts	\$ 2,042,940.26

Disbursements:

Insurance	\$ 222,077.62
Member refund cheques	98,516.03
Administrator's fees	58,850.06
Professional fees	55,488.96
Landscaping	50,550.00
Independent contractor fees	28,606.92
HST paid on disbursements	26,161.54
Appraisal fees	12,697.79
Utilities	11,609.80
Funding Account 600	9,423.07
Repairs and Maintenance	6,388.05
Receivable collection fees	5,657.86
Bank charges	396.73
Miscellaneous	308.70
Total disbursements	\$ 586,733.14
Net receipts over disbursements	\$ 1,456,207.12

TAB Q

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 February 5, 2021)**

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

1. I am a Senior Vice President of BDO Canada Limited (“**BDO**”), court appointed receiver of Carriage Hills Vacation Owners Association (“**Carriage Hills**”) and Carriage Ridge Owners Association (“**Carriage Ridge**”) (Collectively the “**Carriage Resorts**”), and as such have knowledge of the matters hereinafter deposed.
2. On May 15, 2020, BDO was appointed as Administrator of the Carriage Resorts pursuant to an order of the Honourable Madam Justice Conway.
3. 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.
4. I confirm the amount of \$94,835.10 accurately reflects the time charges, fees and disbursements inclusive of applicable taxes incurred by BDO in its capacity as Administrator from November 30, 2020 to January 5, 2021. Attached hereto, as **Exhibit “A”** and **Exhibit “B”**, are true copies of the accounts rendered for the above period by BDO in its capacity as Administrator.
5. I consider the amounts disclosed for BDO’s fees and expenses to be fair and reasonable considering the circumstance connected with the Administrator’s appointment.

6. This affidavit is sworn in support of the Receiver's motion for, among other things, approval of the Administrator's 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
5th day of February 2021



Commissioner for Taking Affidavits, etc



Matthew Marchand, CPA, CMA, CIRP, LIT

Nicole Marie Ormond, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited.
Expires August 21, 2021

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

Matthew Marchand

Sworn before me this 5th day of February 2021



COMMISSIONER FOR TAKING AFFIDAVITS

**Nicole Marie Ormond, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited
Expires August 21, 2021.**



Tel: 416 865 0210
 Fax: 416 865 0904
 www.bdo.ca

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

INVOICE

Carriage Hills Vacation Owners Association
 90 Highland Drive, RR#1
 Shanty Bay, Ontario
 L0L 2L0

Attention: Esa Paltanen

Date

18 January 2021

Invoice No.

CINV0943579 & CINV0943580

Re Carriage Hills and Carriage Ridge

FOR PROFESSIONAL SERVICES RENDERED in connection with our Consulting Engagement for the period from 30 November 2020 to 31 December 2020 as per the details below. (Please note that the time charges for November 30, 2020 were omitted on prior invoice).

Our Fee		\$ 63,964.75
Disbursements		
Communications with Members via Mailchimp	1,400.79	
Meals	37.33	1,438.12
		<u>65,402.87</u>
HST - 13.0% (#R101518124)		8,502.37
Total Due		<u><u>\$ 73,905.24</u></u>

Summary of Time Charges:	Hours	Rate	Amount
B. Newton, Consultant	8.70	495.00	4,306.50
J. Parisi, Partner	41.50	495.00	20,542.50
C. Lonergan, Partner	2.65	495.00	1,311.75
M. Marchand, Sr. Manager	79.90	410.00	32,759.00
K. Cheng, Analyst	4.50	300.00	1,350.00
D. Zheng, Analyst	10.50	300.00	3,150.00
N. Ormond, Sr. Administrator	0.10	200.00	20.00
Administrative Support	3.50	150.00	525.00
TOTAL	<u>151.35</u>		<u><u>\$ 63,964.75</u></u>



Date	Professional	Description	Hrs.
30-Nov-20	Doris Zheng	Call and correspondence re revisions to cash flows; prepare appendices for court report.	0.8
30-Nov-20	Clark Lonergan	QAR second partner review and discussion with BDO team re same, etc.	2.0
30-Nov-20	Josie Parisi	Review correspondence from Board re realtor; correspondence with counsel and internally re same; review changes to the court report and discussions with M. Marchand; various correspondence related to finalizing report and orders; final review of court report and providing final comments.	2.7
30-Nov-20	Matthew Marchand	Correspondence with D. Zheng re cash flow revisions; review revised cash flows; correspondence with E. Paltenan re information requests; correspondence with P. Harrison re same; review email and attachment from M. Grossel re court report revisions; matters related to finalization of court report; review email correspondence re listing proposals; correspondence with B. Chiasson re invoicing; draft fee affidavit; review email from D. Beaudreau re delinquent accounts; correspondence with B. Newton re same; review correspondence from counsel re orders; correspondence with B. Newton re court report; correspondence with L. Williams re status of report; correspondence with S. Mitra re outstanding matters to finalize report; phone call and share screen with N. Ormond re electronically signing fee affidavit; correspondence with N. Ormond and B. Chiasson re fee affidavit; review transition order; correspondence with J. Parisi, S. Mitra, B. Newton and L. Williams re third report, orders and related matters.	6.7
30-Nov-20	Brad Newton	Final review of court report and transition order and provide comments; discussion with M. Marchand regarding quantum of delinquent accounts and potential discrepancies.	1.0
1-Dec-20	Doris Zheng	Review and summarize Colliers' appraisals.	2.4
1-Dec-20	Matthew Marchand	Correspondence with J. Parisi re court report; revise court report; review draft amended and restated order and transition order; review email and attachment from E. Paltanen re skeleton crew; teleconference with J. Parisi and boards re listing proposals; email correspondence re weekly preparation meetings with Wyndham; correspondence with M. McWatters re status of appraisal; correspondence with J. Gawrys re status of appraisal; correspondence with J. Parisi and B. Newton re same.	2.8
30-Nov-20	Nicole Ormond	Commission affidavit of fees.	0.1



Date	Professional	Description	Hrs.
1-Dec-20	Josie Parisi	Review changes to report and provide comments; call with the Ridge and Hills board to discuss listing proposals; preliminary review of appraisals received from Colliers; calls with B. Newton to discuss appraisals; follow up regarding status of insurance policies and cost of same.	3.4
1-Dec-20	Brad Newton	Discussion with counsel and J. Parisi re preparation for combined board meeting; attend combined board update meeting on court report and next steps.	1.5
2-Dec-20	Josie Parisi	Review correspondence regarding insurance and discussions with M. Marchand re same; discussions with M. Marchand re transition issues related with Wyndham.	0.6
2-Dec-20	Matthew Marchand	Correspondence with L. Kelly re outstanding cheques; correspondence with E. Paltanen re reserve account transfers; correspondence with S. Mitra re outstanding cheque and matters related to transfer of funds; correspondence with L. Williams re same; correspondence with C. Brownlee re insurance; prepare for teleconference with Wyndham and counsel re transition and related matters; attend teleconference re same; provide update to J. Parisi, B. Newton and S. Mitra re same; review emails and attachments from J. Gawrys re draft highest and best use appraisals; correspondence with listing proposal realtors re listing proposals revisions in light of Sales Process.	3.7
3-Dec-20	Doris Zheng	Call and correspondence re appraisals.	0.3
3-Dec-20	Josie Parisi	Review correspondence from Wyndham re post receivership support; review summary from M. Marchand of call with Wyndham.	0.7
3-Dec-20	Matthew Marchand	Correspondence with realtors re listing proposals and Sales Process; review email and attachments from J. Gawrys re draft as-is appraisals; correspondence with D. Zheng re appraisals; draft receivership plan; phone call with E. Paltanen and P. Harrison re transition issues.	3.7
4-Dec-20	Josie Parisi	Correspondence regarding requirements for a transition agreement; review information related to insurance policies and prior claims; correspondence with M. Marchand re same.	0.9
4-Dec-20	Matthew Marchand	Phone call with S. Mitra re issues from call with Wyndham; email correspondence with L. Williams re insurance status; review email and attachment from C. Brownlee re insurance.	1.4



Date	Professional	Description	Hrs.
7-Dec-20	Josie Parisi	Review and respond to various emails pertaining to outstanding matters and pending receivership.	0.3
7-Dec-20	Doris Zheng	Call with Colliers to discuss appraisals, review revised appraisals.	0.9
8-Dec-20	Doris Zheng	Review revised appraisals; update appraisal summary; correspondence with M. Marchand and M. McWatters.	1.2
8-Dec-20	Josie Parisi	Update call with A&B, TFG and BDO; review emails re appraisals and next steps; discussions regarding listing agent and securing insurance policies.	1.4
8-Dec-20	Matthew Marchand	Correspondence with N. Soumvalis re resort inquiries; review email and attachment from C. Brownlee re insurance quote; teleconference with J. Parisi, S. Mitra, L. Williams and M. Grossell re transition issues and related matters; review revised draft Colliers appraisals; draft email to L. Williams re appraisals; draft receivership plan; phone call with C. Brownlee re insurance; review emails and attachments from G. Minor re insurance loss run reports; correspondence with M. McWaters re appraisal; phone call with P. Harrison re final accounting at resort closure date and CRA payroll accounts; review email from E. Paltanen re property taxes; review email from P. Harrison re CRA payroll accounts.	5.2
9-Dec-20	Doris Zheng	Call with M. Marchand to discuss; set up additional portals for Wyndham.	0.3
9-Dec-20	Josie Parisi	Prepare for call with M. Marchand re outstanding issues in preparation for receivership (including insurance, staffing, security, vehicles, A/R details) and for call with Wyndham today; attend Wyndham call.	2.9
9-Dec-20	Matthew Marchand	Correspondence with C. Brownlee re insurance; phone call with J. Parisi re transition planning and related issues; correspondence with L. Dula re bank accounts; draft email to S. Mitra re insurance; email correspondence with G. Minor re insurance claims; correspondence with E. Paltanen re inventory smart subscription and security quote; review email from G. Minor re time clocks; correspondence with J. Parisi re same; teleconference with G. Minor, Wyndham representatives, S. Mitra, J. Parisi and B. Newton re transition planning; correspondence with D. Zheng re secure portal to transfer records;	3.2
9-Dec-20	Brad Newton	Conference call with Wyndham on transition to receiver and ongoing access and services required after January 6, 2021.	1.0



Date	Professional	Description	Hrs.
10-Dec-20	Doris Zheng	Correspondence re client portals set up for Wyndham.	0.2
10-Dec-20	Josie Parisi	Transition call with E. Paltanen; review letter from Blaneys' and correspondence with counsel re same and respond to same.	2.4
10-Dec-20	Matthew Marchand	Matters related to portal for data transfer; phone call with C. Brownlee, A. Ashfaque and S. Karpiuk re insurance financing; email correspondence with E. Paltanen re property tax, security and related matters; review email and attachment from G. Minor re insurance termination letter; review emails from S. Mitra re same; email correspondence with S. Mitra re insurance; correspondence with C. Brownlee re same; draft email to G. Minor re portal access; phone call with E. Paltanen and J. Parisi re transition planning and related matters; review email and attachment from S. Mitra re letter from L. Brzezinski; review email correspondence re same; review email from D. O'Leary re insurance clauses.	3.4
11-Dec-20	Josie Parisi	Attend court appearance for receivership order; attend to issues relating to insurance, website, subcontractors status upon BDO's appointment, etc; responding to inquiries from Wyndham.	1.8
11-Dec-20	Matthew Marchand	Review email from S. Mitra re update to courts; review and revise term and task letter; draft email to S. Mitra re term and task letter and related matters; correspondence with C. Brownlee re insurance; correspondence with A. Ashfaque re insurance financing; email correspondence with S. Mitra re insurance matters; attend at court hearing; correspondence with M. McWaters re status of appraisals; correspondence with G. Minor re insurance; correspondence with E. Paltanen re petty cash, property taxes and websites; correspondence with P. Harrison re petty cash and CRA payroll accounts; email correspondence with L. Williams re matters related to association's websites; review correspondence from S. Mitra.	4.5
14-Dec-20	Josie Parisi	Review appraisals, correspondence re arrears collections, correspondence with counsel and M. Marchand; discussions re obtaining insurance and pricing of same.	1.2
14-Dec-20	Matthew Marchand	Review email correspondence re court hearing date and appraisal status; review email from C. Brownlee re insurance; email correspondence with M. McWaters and E. Sutton re status of appraisals; review correspondence with justice department; email correspondence with L. Williams re signed non-disclosure agreement; correspondence with A. Ashfaque re insurance financing; correspondence with BDO team re portal securities; correspondence with C. Brownlee	3.6



Date	Professional	Description	Hrs.
		re insurance; correspondence with G. Minor re portal securities; correspondence with E. Paltanen re keys, security quote, road signage and resort websites; browse members area of resort websites; correspondence with J. Parisi re same; review email and attachment from A. Ashfaque re insurance financing; review emails and attachments from M. McWatters re highest and best use appraisals; review email from S. Mitra re insurance financing; correspondence with J. Parisi re issues and updates; review court orders re funding or receiverships; draft email to M. Morrow re obtaining funding.	
15-Dec-20	Josie Parisi	Discussions with M. Marchand re securing insurance and pricing.	0.3
15-Dec-20	Matthew Marchand	Email correspondence re call scheduling; correspondence with S. Babe re CRA business numbers; correspondence with C. Brownlee re insurance status and issues; correspondence with M. Morrow re matters related to funding receivership; correspondence with E. Paltanen re security and maintenance planning; email correspondence with G. Gagnon website and related matters; review email correspondence re Association websites; draft email to G. Minor re portal access; provide direction to D. Zheng re same; review email from M. McWatters re draft as-is appraisals; correspondence with L. Williams re agenda for call and appraisals; email correspondence with B. Sykes re status updates; review email and attachment from S. Mitra re term and task letter; draft email to J. Parisi and B. Newton re matters related to contractor engagement and insurance; draft email to S. Mitra re insurance; review emails and attachment from G. Minor re IT assets.	4.2
16-Dec-20	Doris Zheng	Correspondence re portal set up for Wyndham, call and correspondence re appraisals, review appraisals, prepare appraisal summary and list of questions for Avison Young.	3.2
16-Dec-20	Josie Parisi	Prepare for call with A&B, TGF and B. Newton to prepare for Wyndham meeting; call with Wyndham to discuss transition issues; discussions with M. Marchand re insurance and court report; review preliminary appraisal summary.	3.1
16-Dec-20	Matthew Marchand	Review email correspondence; teleconference with J. Parisi, B. Newton, S. Mitra and Association's counsel re transition planning with Wyndham; correspondence with D. Zheng re appraisal summaries; correspondence with C. Brownlee re insurance; review emails from B. Newton re Wyndham IT list and digital assets; teleconference with Wyndham, counsel, J. Parisi and B. Newton re transition planning and related matters; correspondence with D. Cortez and D. Zheng re matters related to documentation	5.6



Date	Professional	Description	Hrs.
		transfer; matters related to term and task letters; correspondence with J. Parisi re same; review email correspondence re court report; draft email to parties whom signed non-disclose agreements re draft appraisals; draft email to A. Ashfaque re insurance financing; review email from D. O'Leary re insurance; draft email to counsel re insurance updates.	
16-Dec-20	Brad Newton	Conference call with counsels and BDO re status of appraisals, status of insurance, access to documents by receiver, retention of certain employees, termination/interim agreement with Wyndham and preparation of motion materials and relief sought; call with Wyndham and counsel to review outstanding shutdown issues including the above.	2.2
17-Dec-20	Kendric Cheng	Phone call with Gilles to determine website details; summarizing notes from the call and follow up with Gilles; drafting and revising the term and task letters for contractors.	1.5
17-Dec-20	Josie Parisi	Review appraisal summary, review update re insurance; correspondence with various parties who are interested in the properties, correspondence with E. Paltanen re employment agreement	1.2
17-Dec-20	Matthew Marchand	Teleconference with G. Gagnon and K. Chung re website matters; email correspondence with C. Brownlee re insurance; review email and attachment from A. Ashfaque insurance financing; correspondence with E. Paltanen re matters related to transition planning; review email from G. Gagnon re website matters; revise term and task letter; provide direction to K. Cheung re websites and term and task letters; review email re party interested in purchasing reports; review emails and attachments from C. Brownlee re insurance documents and related matters; correspondence with S. Mitra re same; review appraisal summary and appraisals; correspondence with E. Paltanen re monitors; correspondence with P. Harrison re portals and accounts payable; review emails from K. Robinson re books and records transfer; review term and task letters; draft court report; correspondence with J. Parisi re appraisals and listing proposals;	6.8
18-Dec-20	Doris Zheng	Call and correspondence with M. Marchand re appraisals; correspondence with Avison Young.	0.3
18-Dec-20	Kendric Cheng	Associations' website review; finalize term letters.	1.5



Date	Professional	Description	Hrs.
18-Dec-20	Josie Parisi	Various correspondence with counsel re various issues related to insurance, contract with E. Paltanen, realtor, calls from member re understanding the current situation.	1.7
18-Dec-20	Matthew Marchand	Draft court report; correspondence with P. Harrison re information requests; provide direction to B. Chiasson re PPSA; matters related to term and task letters; email correspondence re insurance; correspondence with K. Chung re term and task letters and websites; review email correspondence re appraisals; draft email correspondence re matters related to appraisals; correspondence with S. Mitra re matters related to court report; matters related to information request for Wyndham; correspondence with prospective purchaser re sales and listing of properties; phone call with E. Paltanen re transition planning and issues; correspondence with J. Parisi re updates.	4.0
19-Dec-20	Josie Parisi	Review and edit proposed receivers report; review subsequent edits to Receiver's report and provide comments.	1.7
19-Dec-20	Matthew Marchand	Draft court report.	2.0
20-Dec-20	Josie Parisi	Review various email exchanges between BDO, A&B and TGF including discussions regarding insurance, retaining a listing agent and edits to court report.	1.8
20-Dec-20	Brad Newton	Review emails and comment on same regarding the appointment of the listing agent; review and provide edits to court report.	0.8
21-Dec-20	Doris Zheng	Call with Avison Young and correspondence re appraisals	0.6
21-Dec-20	Kendric Cheng	Draft notices of receiver and receivers statements.	1.5
21-Dec-20	Josie Parisi	Call with CRA re term and task retention of individuals; discussions with S. Mitra re insurance, termination agreements, next steps, etc; review termination agreement with CHHI and provide comments to group; call with Lenore regarding their property; respond to numerous emails.	2.8
21-Dec-20	Matthew Marchand	Review emails and attachments re commentary and revisions to court report; teleconference with counsel and CRA re employment matters; teleconference with J. Parisi and counsel re court report and related matters; review email and attachment from S. Mitra re termination agreement; matters related to transfer of books and records; correspondence with D. Cortez and D. Zheng re same; review emails from S. Mitra re insurance; correspondence with C. Brownlee re insurance; correspondence with E. Paltanen re snow removal; review	5.0



Date	Professional	Description	Hrs.
		email from party representing investor group; correspondence with M. Wilkinson re matters related to security agreement; review email and attachment from E. Paltanen re Miller waste; draft email to T. Smith re term and task letter; review email and attachment from S. Mitra re transition report; review transition report and circulate to counsel, J. Parisi and B. Newton.	
21-Dec-20	Brad Newton	Conference call with CRA on engaging former employees and issues with source deductions; review of emails regarding board review and non-approval of insurance and provide comments.	0.8
22-Dec-20	Doris Zheng	Correspondence re portal uploads.	0.3
22-Dec-20	Clark Lonergan	Review of Fourth Report and correspondence with BDO team re the same, etc.	0.65
22-Dec-20	Matthew Marchand	Review email and attachments from S. Babe re draft order and notice of motion; review email and attachments from J. Parisi re same; revise notice of motion; draft email to counsel re same; review email correspondence re insurance; revise court report; review email correspondence re revisions to court report; review email from D. Cortez re data transfer; correspondence with J. Parisi re court report and related matters; correspondence with V. Flis re owner contact list; email and phone correspondence with C. Brownlee re wire instructions; email correspondence with E. Paltanen re wire instructions; email correspondence with L. Williams re same; correspondence with V. Flis re website.	3.6
22-Dec-20	Josie Parisi	Review and comment on Notice of Motion and draft order; make edits to report, attend to various emails related to report and insurance; attend to phone conversations with M. Marchand re various outstanding matters; further revisions to the court report and review edits to Orders; review and respond to questions/comments from the boards related to the 4th report, review and respond to various emails related to funding the inventory.	4.1
23-Dec-20	Josie Parisi	Review correspondence from Wyndham and respond; correspondence with counsel and correspondence with boards.	0.9
23-Dec-20	Matthew Marchand	Matters related to report control sheet; review email and attachment from C. Brownlee re insurance application documents; phone call with J. Creba and I. Gretsman re listing proposal; phone call with C. Brownlee re insurance updates and application; correspondence with E. Paltanen re insurance wire; revise general liability application;	2.0



Date	Professional	Description	Hrs.
24-Dec-20	Josie Parisi	Review engagement letter for financing sources and provide comments. Review letter from Clyde & Co re Crisis Management firms and payment.	0.8
28-Dec-20	Josie Parisi	Review draft CIM for obtaining debt financing and provide comments to advisory group.	1.3
28-Dec-20	Matthew Marchand	Review email and attachments from J. Creba re information request and draft listing agreement; phone call with I. Gratman and J. Creba re same.	1.4
29-Dec-20	Josie Parisi	Correspondence with A. Dost re information needed to complete CIM; review correspondence re Collier's request for appraisals; review lengthy email from Colliers and provide comments to group.	1.2
29-Dec-20	Matthew Marchand	Tend to email correspondence re rescheduling meeting with boards; email correspondence with J. Creba re disposition update; review corporate finance engagement letter; review email and attachment from J. Parisi re insurance payout due to crisis; review email and attachment from M. Morrow re confidential information memorandum; review email and attachment from J. Parisi re same; draft email to A. Culucio re vehicle insurance; review emails and attachments from E. Paltanen re signed term and task letters; review email correspondence re various matters; review email and attachment from I. Gragtmans re disposition update checklist and related matters.	3.0
30-Dec-20	Josie Parisi	Call to Canada Revenue Agency CPP and EI centre to obtain a decision regarding treatment of former CHHI employees.	0.2
30-Dec-20	Matthew Marchand	Email correspondence with A. Coluccio re vehicle insurance; correspondence with C. Brownlee re insurance; draft email to G. Minor re vehicle insurance; correspondence with P. Harrison re cheque processing.	1.1
31-Dec-20	Josie Parisi	Call with M. Marchand and B. Newton re Colliers lengthy email and responses to same; review Colliers listing agreement.	2.1
31-Dec-20	Matthew Marchand	Review email and attachment from K. Cheng re Associations' websites; review Associations' websites including member's only access; draft email to BDO team re same; review email from E. Paltanen re insurance; correspondence with C. Brownlee re insurance; review vehicle insurance documents; review email and attachments from J. Creba re listing agreements; phone call with J. Parisi and B. Newton re sales process and matters related to resort closure and transitioning; review email from L. Kennedy re prospective purchaser; review email from real estate agent	3.0



Date	Professional	Description	Hrs.
31-Dec-20	Brad Newton	re same; update interest party contact listing; review email correspondence re YouTube link for court hearing; review email and attachment from E. Paltanen re maintenance contract; correspondence with E. Paltanen re same.	
		Conference call with J. Parisi and M. Marchand re Colliers marketing and sales processes email and responses to their inquiries; discussions regarding Carriage website going forward and FAQ's; update on insurance.	1.4

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

Matthew Marchand

Sworn before me this 5th day of February, 2021.



A COMMISSIONER FOR TAKING AFFIDAVITS

Nicole Marie Ormond, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited.
Expires August 21, 2021.



Tel: 416 865 0210
 Fax: 416 865 0904
 www.bdo.ca

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

INVOICE

Carriage Hills Vacation Owners Association
 90 Highland Drive, RR#1
 Shanty Bay, Ontario
 L0L 2L0

Attention: Esa Paltanen

Date

25 January 2021

Invoice No.

CINV00943582

Re Carriage Hills and Carriage Ridge

FOR PROFESSIONAL SERVICES RENDERED in connection with our Consulting Engagement for the period from 3 January 2021 to 5 January 2021 as per the details below.

Our Fee	\$ 18,522.00
HST - 13.0% (#R101518124)	<u>2,407.86</u>
Total Due	<u>\$ 20,929.86</u>

Summary of Time Charges:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
J. Parisi, Partner	10.50	525.00	5,512.50
M. Marchand, Partner	18.50	495.00	9,157.50
Brad Newton, Consultant	4.60	495.00	2,277.00
D. Zheng, Manager	2.40	350.00	840.00
K. Cheng, Analyst	0.75	300.00	225.00
Administrative Support	3.40	150.00	510.00
TOTAL	<u>40.15</u>		<u>\$ 18,522.00</u>



Date	Professional	Description	Hrs.
3-Jan-21	Matthew Marchand	Review email correspondence re court hearing link; open IT ticket re posting of court hearing link to Administrator's site; review email from C. Brownlee re insurance matters; correspondence with E. Paltanen re WSIB and vehicle insurance; email correspondence with F. Arboleda re digital assets; review email and attachment from D. Manlow re security agreement.	1.2
4-Jan-21	Matthew Marchand	Review email from J. Parisi re Colliers listing agreement; teleconference with counsel, Hills and Ridge boards re transition and related matters; correspondence with D. Zheng re Wyndham portals; correspondence with P. Harrison re bank statements and term and task letter; phone call with counsel, J. Parisi and B. Newton re preparation for call with Wyndham; draft email to D. Manlow re security agreement; review PPSA's; review email correspondence re Facebook postings; correspondence with D. Zheng re updates and correspondence with unsuccessful realtors; phone call with L. Scheer re listing proposal; draft email to T. Sampogna re maintenance contract; phone call with T. Sampogna re maintenance contract; review email and attachments from K. Robinson re management termination agreements; review email correspondence re same; review email and attachment from S. Mitra re letter from Mr. Brzezinski; review email correspondence re same; draft response to counsel re same; email correspondence with A. Templeton re insurance loss run reports; draft email to counsel re claims process and collection process language; review emails and attachments from C. Brownlee re insurance documents and status of vehicle insurance; review email and attachment from S. Mitra re revised termination agreements; email correspondence with P. Leor re Scotia bank signing authority; review email from E. Paltanen re WSIB; draft email to WSIB re coverage for contractors; review email and attachment from P. Harrison re bonus accruals; review email and attachment from J. Parisi re matters related to website; draft email to J. Parisi re same; review email and attachment from J. Parisi re FAQs; draft email to J. Parisi re same; email correspondence with I. Gragtmans re matters related to sales process.	9.8
4-Jan-21	Doris Zheng	Review and summarize revised appraisals, review and summarize documents uploaded by Wyndham; correspondence re same; calls with realtors regarding Board decision.	2.1
4-Jan-21	Josie Parisi	Call with Aird & Berlis ("A&B") and BDO regarding Colliers listing agreement; call with Hills and Ridge Board; pre-call with Wyndham; call with Wyndham; review termination agreements and provide comments; review correspondence	5.9



Date	Professional	Description	Hrs.
		between A&B and Wyndham's counsel; review letter from L. Brzezinski, changes to the BDO Carriage Hills/Ridge landing page; preparing FAQ's.	
4-Jan-21	Brad Newton	Discussions with BDO and counsel regarding draft listing agreement with Colliers and issues to follow up with Colliers on listing agreement; conference call with boards, counsels and BDO regarding final transition issues, insurance, sales process, listing agent, etc.; conference call with Wyndham, counsels and BDO regarding final transition of resorts to receiver, shut down issues, records, insurance, AP payments and final employee payments; review of draft management termination agreement and provide comments to counsel and BDO.	3.8
5-Jan-21	Matthew Marchand	Correspondence with C. Brownlee re insurance; correspondence with V. Flis re member communications; correspondence with D. Manlow re security services agreement; correspondence with P. Leor re banking signature card; receivership planning; correspondence with E. Paltanen re transition planning; execute insurance documents; draft wire transfer letters; review revised security agreement; correspondence with D. Manlow re same; review email and attachments from T. Sampogna re revised maintenance contracts; draft email to T. Sampogna re same; review emails and attachments from E. Paltanen re term and task letters; attend court hearing; review email from S. Mitra re delinquent account collection process issues; review email and attachments from S. Mitra re orders; correspondence with V. Flis re update to website; review email and attachments from S. Mitra re manager termination agreement; review email and attachment from S. Mitra re FAQ's; correspondence with J. Parisi re CRA CPP/EI ruling and contractor letters; email correspondence with I. Gratman re matters related to sales process and listing agreement; review email correspondence re management termination agreement and related matters; review email and attachments from L. Williams re resignation of directors; review quote from Fisher Environmental re Phase 1 ESA quote; review email and attachment from A. Dost re non-disclosure agreement for capital raise.	7.5
5-Jan-21	Doris Zheng	Review correspondence re CRA employee vs. self-employed ruling and supporting documents.	0.3
5-Jan-21	Josie Parisi	Call with CRA re advance ruling for determination on how to deal with the subcontractors; view court attendance; correspondence with group advance ruling on term and task letters, review various correspondence with counsel re	4.6



Date	Professional	Description	Hrs.
		termination agreement, owner correspondence and court appearance; update to FAQ's; review additional changes to termination agreement and comments from Wyndham's external counsel; review and respond to numerous emails; changes to BDO webpage landing page.	
5-Jan-21	Kendric Cheng	Reviewing suggested companies and contacting to discuss services required, obtaining a service quote.	0.75
5-Jan-21	Brad Newton	Review of correspondence from Blaney's and discuss with counsel; monitor court hearing.	0.8

TAB 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 February 5, 2021)**

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

1. I am a Senior Vice President of BDO Canada Limited (“BDO”), court appointed receiver of Carriage Hills Vacation Owners Association (“Carriage Hills”) and Carriage Ridge Owners Association (“Carriage Ridge”) (Collectively the “Carriage Resorts”), and as such have knowledge of the matters hereinafter deposed.
2. On May 15, 2020, BDO was appointed as Administrator of the Carriage Resorts pursuant to an order of the Honourable Madam Justice Conway.
3. 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.
4. I confirm the amount of \$102,421.83 accurately reflects the time charges, fees and disbursements inclusive of applicable taxes incurred by BDO in its capacity as Receiver from January 6, 2021 to January 31, 2021. Attached hereto as **Exhibit “A”** is a true copy of the accounts rendered for the above period by BDO in its capacity as Receiver.
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)
5th day of February 2021)



Commissioner for Taking Affidavits, etc)



Matthew Marchand, CPA, CMA, CIRP, LIT)

Nicole Marie Ormond, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited.
Expires August 21, 2021.

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

Matthew Marchand

Sworn before me this 5th day of February 2021



A COMMISSIONER FOR TAKING AFFIDAVITS

**Nicole Marie Ormond, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited
Expires August 21, 2021.**



Tel: 416 865 0210
 Fax: 416 865 0904
 www.bdo.ca

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

INVOICE

Carriage Hills Vacation Owners Association
 Carriage Ridge Owners Association
 c/o BDO Canada Limited
 20 Wellington Street E., Suite 500
 Toronto, ON
 M5E 1C5

Date	Invoice No.
1 February 2021	CINV0969045

Re Carriage Hills Vacation Owners Association & Carriage Ridge Owners Association

FOR PROFESSIONAL SERVICES RENDERED in connection with our Receivership Engagements for the period from January 6, 2021 to January 31, 2021 as per the details below.

Our Fee	\$ 90,477.50
Disbursements	
Mileage / Travel	129.03
Meals	32.26
	161.29
	90,638.79
HST - 13.0% (#R101518124)	11,783.04
Total Due	\$ 102,421.83

Summary of Time Charges:	Hours	Rate	Amount
J. Parisi, Partner	54.10	525.00	28,402.50
M. Marchand, Partner	74.50	495.00	36,877.50
B. Newton, Consultant	2.50	495.00	1,237.50
A. Koroneos, Sr. Manager	0.50	450.00	225.00
D. Zheng, Manager	28.30	350.00	9,905.00
M. Berinpalingam, Manager	5.70	350.00	1,995.00
K. Cheng, Analyst	32.40	300.00	9,720.00
T. Montesano, Administrator	2.40	200.00	480.00
Administrative Support	10.90	150.00	1,635.00
TOTAL	211.30		\$ 90,477.50



Date	Professional	Description	Hrs.
6-Jan-21	Brad Newton	Review of emails on Wyndham agreement and draft FAQ and provide comments; review of draft LOI and provide comments.	1.0
6-Jan-21	Doris Zheng	Calls and correspondence with M. Marchand re cash flow projections; review documents and revise cash flow projections; correspondence with P. Harrison re outstanding cheques.	1.8
6-Jan-21	Josie Parisi	Review NDA and provide comments to corporate finance team; review PPSA search results, review and respond to various correspondence related to insurance, Wyndham termination agreement and FAQ's; review Colliers template LOI document and provide comments; call with Colliers to go discuss listing agreement; review CPT1 applications; review emails re funding to be sent to BDO; various correspondence with M. Marchand.	4.1
6-Jan-21	Kendric Cheng	Telephone call for quote discussion with the project manager at Pinchin; providing information regarding the Carriage properties for more accurate quote; discussion with D. Zheng regarding the contents of the CRA forms; revising and preparing the CPP and EI ruling forms for the subcontractors for Carriage during the Receivership.	1.05
6-Jan-21	Matthew Marchand	Attend site and walk property; meeting with E. Paltanen re updates and transition issues, transition planning and related matters; correspondence with A. Dost re non-disclosure agreement; correspondence with J. Parisi re 245/246 notices; correspondence with K. Cheng re environmental assessment quotes and contractor invoices; correspondence with P. Harrison re wire transfer, accounting records, information requests; review and revise FAQ's; review email correspondence re management termination agreement; review email and attachment from I. Gratman re draft letter of intent template; correspondence with J. Parisi and B. Newton re same; correspondence with D. Zheng re cash flow projection updates; draft email to G. Minor re status of wire transfer; review emails and attachments from P. Harrison re bank statements and information requests; teleconference with J. Parisi and Colliers re listing agreement, sales process and related matters; meeting with E. Paltanen re matters related to sales process, confidentiality, security, property maintenance, contractor scheduling, insurance, WSIB, fire alarm monitoring and other transitional matters; email correspondence with S. Ramos re wire transfer status; email correspondence with J. Hendriks re same; discussion with P. Harrison re matters related to accounting and accounts receivable; review email and attachment from P. Harrison re creditor listing; correspondence with D. Zheng re same; correspondence with C. Brownlee re insurance.	6.7



Date	Professional	Description	Hrs.
7-Jan-21	Doris Zheng	Revise cash flow projections; review and revise list of creditors prepared by K. Cheng; correspondence with P. Harrison, J. Parisi and M. Marchand re creditors; review correspondence re due diligence items with Colliers; review CRA CPP/EI ruling forms and correspondence re same.	2.6
7-Jan-21	Josie Parisi	Review comments on FAQs, review creditors listing and provide comments; review advance ruling applications for subcontractors; call with collection agent regarding collection efforts; prepare email to Aird & Berlis re LOI; correspondence with M. Marchand re discussion with Colliers.	3.6
7-Jan-21	Kendric Cheng	Reviewing the listings of creditors for Carriage Hills and Carriage Ridges for the amounts owing by each entity; preparing a listing of amounts owed to each creditor and summarizing a schedule for the group; Carriage phone call meeting with Derek (external), Lawrence (External), M. Marchand and J. Parisi regarding delinquent accounts; status of collected accounts and the plan moving forward; updates on the activity in August and September regards to receivable collection; phone call meeting with Gilles (external) and M. Marchand regarding the Carriage Hills and Carriage Ridge websites; discussion on the plan moving forward and the work that is required on the websites moving forward.	1.65
7-Jan-21	Matthew Marchand	Email correspondence with P. Harrison re creditors; email correspondence with F. Sassano re wire transfers; correspondence with T. Montesano re same; review email from J. Creba re listing agreement revisions; draft email to J. Parisi, and counsel re same; correspondence with G. Gagnon re websites; teleconference with BDO team, D. Beaudin and L. Pomfret re delinquent accounts and related matters; phone call with G. Gagon and K. Cheng re Association websites; review email correspondence re management termination agreement; review email correspondence re Receiver's website; email correspondence with prospective purchasers; review email correspondence re creditors listing; email correspondence with S. Ramos re wire transfer status; correspondence with S. Mitra re delinquent accounts; review email correspondence re CRA PP and EI ruling letters; draft email to P. Harrison re delinquent account collections; phone call with S. Mitra re updates, listing agreement, collections process and related matters; review revised cash flow projections; correspondence with D. Zheng re same; review and execute management termination agreements; correspondence with J. Parisi and E. Paltanen re fully executed term and task letters; review Miller Waste agreement; correspondence with E. Paltanen re same; review email re travellers insurance refunds.	6.8



Date	Professional	Description	Hrs.
8-Jan-21	Brad Newton	Conference call with counsel and BDO to discuss outstanding issues with listing agreement with Colliers and provide comments to try to complete agreements.	0.5
8-Jan-21	Doris Zheng	Review correspondence and information provided re cash flow projections; review and revise CPP/EI ruling forms; calls and correspondence with P. Harrison and M. Marchand; revise cash flow projections; conference call with Colliers; review due diligence checklist and building condition checklist; populate building condition checklist spreadsheet.	4.7
8-Jan-21	Josie Parisi	Review information memorandum from corporate finance group re borrowing to fund resort holding costs; review various correspondence from Colliers; call with B. Newton re listing agreement; call with Aird & Berlis re LOI and listing agreement; review additional emails from Colliers re listing agreement and provide comments to group.	2.1
8-Jan-21	Kendric Cheng	Discussed with D. Zheng regarding the new format for CPP and EI ruling forms; updated the information and finalized for sign off.	0.5
8-Jan-21	Matthew Marchand	Correspondence with T. Montesano re wire transfers; correspondence with D. Zheng re cash flow projections and CPP/EI ruling forms; review emails and attachments from T. Montesano re wire confirmations; email correspondence with P. Leor re wire transfers; phone call with J. Parisi, B. Newton and counsel re listing agreement; email correspondence with J. Creba re matters relating to listing agreement and resort cleaning protocols; correspondence with E. Paltanen re general updates.	1.8
8-Jan-21	Tony Montesano	Contact bank regarding incoming wire; process and enter wire.	0.7
11-Jan-21	Brad Newton	Conference call with BDO and counsel to discuss status of listing agreement, additional insurance, taking possession, delinquent collection process and timing, creditor claims process and preparation and timing of next court report.	1.0
11-Jan-21	Doris Zheng	Revise and finalize CPP/EI ruling forms and correspondence re same; review documents and compile information for due diligence process; correspondence re data room uploads; review information provided by Wyndham; review correspondence and update tracker re potential purchasers.	3.7
11-Jan-21	Josie Parisi	Review email correspondence from owners and respond via email; update call with group; call with a potential purchaser and providing information.	1.7
11-Jan-21	Matthew Marchand	Correspondence with E. Paltanen re information for realtors; review emails and attachments from D. Zheng re cash flow	5.5



Date	Professional	Description	Hrs.
		projections; correspondence with C. Brownlee re insurance; correspondence with J. Creba re matters related to listing agreement; review and revise confidential information memorandum for capital raise; correspondence with E. Paltanen re vendor inquires; correspondence with P. Harrison re CICR collections cheque; teleconference with J. Parisi, B. Newton and counsel re updates, insurance, collections process, claims process and related matters; correspondence with P. Leor re wire transfers; correspondence with T. Montesano re same; correspondence with D. Cortez re information transfers; email correspondence with G. Minor re same; correspondence with J. Creba re listing agreement; review and revise cash flow projections; correspondence with E. Paltanen re site visits, trespassers, security, cash flow projections and related matters; review email and attachment from K. Cheng re environmental assessment quote.	
12-Jan-21	Doris Zheng	Calls and correspondence with M. Marchand regarding cash flow projection; calls and correspondence re creditors listing; compile mailing addresses; prepare cheque requisition; correspondence re member contact information; Colliers due diligence requests; payroll processing and data room uploads.	2.4
12-Jan-21	Josie Parisi	Review cash flow and discussions with M. Marchand; discussions regarding notices; review emails from Colliers re next steps on listing agreement and meeting.	1.1
12-Jan-21	Kendric Cheng	Discussion via email with two service providers for more information regarding the Phase 1 ESA quotes that were provided; discussion on whether snow will impact their work and/or cause a limitation in reporting.	0.2
12-Jan-21	Matthew Marchand	Review and revise receiver's notice and statement; correspondence with staff re coordination of mailing same; correspondence with A. Doust re information needed for confidential information memorandum; correspondence with D. Zheng and J. Parisi re cash flow projections; correspondence with K. Cheng re ESA Phase I report issues; correspondence with E. Paltanen re pool security and fencing; correspondence with D. Zheng re processing contractor payments; correspondence with T. Montesano re wire confirmations; email correspondence with S. Ramos re access to Scotia accounts; correspondence with E. Paltanen re matters related to resorts maintenance and realtor requests; correspondence with P. Harrison re adjusting journal entries, accruals, outstanding cheques and related matters; correspondence with D. Zheng re cash flow revisions and 245/246 notices; correspondence with C. Brownlee re insurance inquires; email correspondence with N. Persaud re access to Scotia accounts; receive email and voicemail from D. Beaudoin re member inquiry; review portal	5.3



Date	Professional	Description	Hrs.
		re Wyndham upload of documentation; correspondence with D. Zheng re same.	
12-Jan-21	Tony Montesano	Prepare and process incoming wire's.	0.7
13-Jan-21	Doris Zheng	Correspondence re member inquiries and Colliers due diligence; call with P. Harrison; revise cash flow projections and creditors listing; calls and correspondence with M. Marchand re same; research and correspondence on property tax rebates.	3.1
13-Jan-21	Josie Parisi	Review emails from CICR and provide direction; listen to voice mail from member; call with Colliers regarding listing agreement; review correspondence from Aird & Berlis; review 245 notices.	1.6
13-Jan-21	Matthew Marchand	Correspondence with N. Persaud re activation of new user for Scotia accounts; complete registration process and activate same; correspondence with D. Zheng re information for realtors; correspondence with E. Paltanen re stay at home order and related matters; review email and attachment from P. Harrison re revised creditor listings; correspondence with D. Zheng re same; review email and attachments from P. Harrison re revised draft financial statements; revise and finalize notice of receiver and receiver's statement; teleconference with J. Parisi, S. Mitra and Colliers re listing agreement legal terms; review estate general ledgers re cash transfers; correspondence with S. Mitra re listing agreement terms; correspondence with D. Zheng re finalization of cash flow projections and property tax abatement; correspondence with E. Paltanen re property maintenance and security; correspondence with J. Parisi and B. Newton re same; review provincial government measures re stay at home order and impact on property maintenance.	5.6
14-Jan-21	Doris Zheng	Call with BDO Corporate Finance team to discuss cash flow and sourcing financing; correspondence re property tax rebate program and data room uploads; review bank transaction detail and correspondence re tracking bank account activity; call with B. Chiasson re court orders.	2.3
14-Jan-21	Josie Parisi	Review notices and provide comments; review comments from Colliers re listing agreement; call with M&A team re financing; review updated cash flow and suggest changes.	1.7
14-Jan-21	Kendric Cheng	Contacting MPAC and the township of Oro-Medonte regarding the potential property tax vacancy rebate; Internet search of the government ruling for Simcoe County relating to the elimination of rebate program.	0.75



Date	Professional	Description	Hrs.
14-Jan-21	Matthew Marchand	Correspondence with E. Paltanen re property maintenance and related matters; review email from J. Creba re listing agreement; correspondence with S. Mitra re same; correspondence with S. Mitra notices and statements of receiver; revise notice of receiver and receiver's statement; correspondence with D. Zheng re property tax abatements; review updated cash flow projections; draft correspondence to corporate finance team re same; correspondence with N. Persaud re access to Scotia accounts; phone call to Scotia Bank re issues with same; teleconference within BDO re securing financing; export Scotia bank account activity data; correspondence with J. Hendricks re data transfers; correspondence with K. Cheng re same; provide direction to K. Cheng re administrative tasks; correspondence with J. Creba re revised listing agreement.	4.5
15-Jan-21	Doris Zheng	Calls to discuss BNS account activity; review documents and correspondence re cheques received; review supporting documents and revise cash flow projections; organize photos received for catalogue.	1.2
15-Jan-21	Josie Parisi	Review amended listing arrangement; communication with listing agent regarding agreed changes not being made; review M&A budget and provide comments; correspondence with M. Marchand; call with Avison re listing proposal.	1.3
15-Jan-21	Kendric Cheng	Reviewing the bank activity for Carriage Hills and Carriage Ridge and reconciling payments to the outstanding cheque listing; preparing a bank activity schedule to monitor daily transactions moving forward; compiling a list of unusual items for discussion.	1.0
15-Jan-21	Matthew Marchand	Export Scotia bank account activity; correspondence with K. Cheng and D. Zheng re same; review revised draft 2020 financial statements; draft email to corporate finance team re same; correspondence with P. Harrison re status of accounts receivable details; review email and attachment from J. Creba re revised listing proposal; review email from E. Paltanen re capital expense; review and revise invoice; correspondence with M. Morrow re fee estimate; matters related to outstanding fees and cash flow revisions; review email and attachment from K. Cheng re Scotia bank account activity; draft email to P. Harrison re same; review email and attachment from T. Samppgna re insurance.	3.0
17-Jan-21	Josie Parisi	Review suggested changes to the listing agreement from Aird & Berlis; review correspondence from M. Marchand re member listing; review proposal and summary for phase 1 environmental report.	0.7



Date	Professional	Description	Hrs.
18-Jan-21	Doris Zheng	Calls and correspondence to coordinate courier; review contractor invoices and prepare payroll cheque requisitions.	1.2
18-Jan-21	Josie Parisi	Review comments from counsel re listing agreement; speaking to a member re various issues; call with Colliers re next steps.	0.6
18-Jan-21	Kendric Cheng	Review of January 15 bank transactions for the respective bank accounts under Carriage entities; updating tracker to ensure sufficient funds for expected outflows of cash; discussion with Gilles on the blurbs for CH and CR websites to ensure visitors can visit the BDO extranet website for details.	0.8
18-Jan-21	Matthew Marchand	Review email and attachments from K. Cheng re updated member listings; review revised listing agreement; review email from S. Mitra re same; review email and attachments from E. Paltanen re contractor invoices; review email and attachment from E. Paltanen re inventory listings; correspondence with D. Zheng re same; export bank account transactions and balances; correspondence with K. Cheng re same; review email correspondence re MailChimp fees; correspondence with K. Cheng re Associations' websites; review email from P. Harrison re Enbridge direct debits and wire receipts; correspondence with K. Cheng re same; review and sign contractor cheque requisitions; correspondence with K. Cheng re Enbridge; teleconference with I. Gratman re sales process timelines and property tours; sign cheques; review email correspondence re property claim; review email from E. Paltanen re maintenance issues.	2.8
19-Jan-21	Doris Zheng	Correspondence and calls with creditors, correspondence re invoices and courier, revise cash flow projections.	1.3
19-Jan-21	Josie Parisi	Review correspondence regarding securing pool room; correspondence with M. Marchand re same; call with M. Marchand to discuss banking for Carriage Hills and Carriage Hills; compare the version of the listing agreement from Colliers and provide my comments.	1.4
19-Jan-21	Kendric Cheng	Discussion with Enbridge representative re receivership status and refunds; reviewed bank transaction activity for January 18th, updating tracker and discussion with P. Harrison re direct debits; reviewing and organizing the invoice packages received.	1.75
19-Jan-21	Matthew Marchand	Correspondence with J. Parisi re property maintenance; correspondence with K. Cheng re general ledgers; export bank of nova scotia transactions; phone call with E. Paltanen re maintenance and related matters; correspondence with K. Cheng re bank account activity and receiver's accounting; correspondence with P. Harrison re direct debits; review emails and attachments re cheques received; review email from I.	3.9



Date	Professional	Description	Hrs.
		Gratmans re video request; correspondence with E. Paltanen re same; review email and attachment from J. Creba re revised listing agreement; draft email to S. Mitra re same; teleconference with D. Zheng and K. Cheng re accounting adjustments, cash flow projections and related matters; review emails and attachments from E. Paltanen re invoices for payment; correspondence with J. Parisi re listing agreement, banking and accounting; draft email to N. Lezon re status of insurance invoice and policy revision; review email from A. Boettger re vehicle insurance slips; correspondence with E. Paltanen re same; review email from S. Mitra re court date; correspondence with J. Parisi re communication with members re court date; review email from J. Parisi re listing agreement; draft email to J. Creba re same.	
19-Jan-21	Tony Montesano	Prepare deposit slip.	0.2
20-Jan-21	Josie Parisi	Review correspondence from counsel and communication to members; correspondence with ATM owner; review updated CIM for funding.	0.9
20-Jan-21	Kendric Cheng	Reviewed Bank transactions for January 19 and updated tracker to summarize funds available; created invoice tracker.	1.0
20-Jan-21	Matthew Marchand	Review email from S. Mitra re YouTube link; provide direction to B. Chiasson re updates to Receiver's website; email correspondence with G. Gagnon re updates to Associations' websites; export Scotia bank account activity; correspondence with K. Cheng re same; review email and attachment from J. Creba re revised listing agreement; correspondence with C. Brownlee re insurance; email correspondence with J. Creba re signed listing agreement; review Associations' websites re updates; review and revise disposition of deposit slips; correspondence with E. Paltanen re release of property; review email from C. Allan re listing agreement; complete document sign process re listing agreement; correspondence with J. Creba re listing agreement; review email from K. Davis re property descriptions; draft email to J. Creba re prospect listing; review and review cash flow projections; draft email to E. Paltanen re pool maintenance; review email and attachment form A. Dost re revised confidential information memorandum re financing activities; draft email to A. Dost re revised cash flow projections; draft email to J. Creba re environmental assessment; email correspondence with D. Beaudoin re collection settlement process.	3.7
21-Jan-21	Doris Zheng	Call with M. Marchand re appraisals and invoices to pay, correspondence with Avison Young.	0.4
21-Jan-21	Josie Parisi	Working on court report; correspondence with M&A re financing transaction; correspondence with members; correspondence	4.2



Date	Professional	Description	Hrs.
		with realtors re potential purchasers; correspondence with counsel re outgoing correspondence; responding to former board member regarding concerns regarding notice of court date.	
21-Jan-21	Kendric Cheng	Review of bank transactions on Jan 20th and updating tracker; review of funds summary and available cash for outstanding cheques; updated invoice tracker and reconciled invoices received with the list of creditors and December accruals schedule; inspected the cheque listing to see which invoices have already been sent to ensure we do not duplicate payments.	1.5
21-Jan-21	Matthew Marchand	Review email correspondence re notice of motion communication and related matters; review email correspondence re prospective purchasers; correspondence with P. Harrison re accounts payable, HST returns and accounts receivable; draft court report template; draft email to J. Parisi re same; export Scotia bank transaction export; correspondence with K. Cheng re same; review receiver's website; correspondence with P. Finmore re matters related to capital raise; review cheque requisition re Colliers appraisal; phone call with A. Dost and P. Finmore re matters related to lender inquires and process; execute non-disclosure agreement re prospective lender; review email and attachments from E. Paltanen re HVAC expense; email correspondence with L. Pomfret re collection monies and listing of accounts; review email from S. Mitra re court report; correspondence with D. Zheng re accounts payable, accruals and payment of outstanding expenses; review email and attachment from R. McLuskie re Collier video request.	3.3
22-Jan-21	Doris Zheng	Prepare cheque requisitions and deposit slip.	0.4
22-Jan-21	Josie Parisi	Correspondence with ATM provider and Aird & Berlis re release; review notice from OSB; review correspondence from E. Paltanen re security.	0.4
22-Jan-21	Matthew Marchand	Review email and attachment from P. Finmore re revised non-disclosure agreement; review email from E. Paltanen re Colliers video request; correspondence with P. Harrison re December accruals; export Scotia bank account activity; email correspondence with E. Paltanen re issues with security; correspondence with K. Cheng re matters related to ESA Phase I assessment; correspondence with L. Pomfret re listing of accounts and collections; review and sign cheque requisitions.	1.2
24-Jan-21	Josie Parisi	Preparing 5th report.	3.3
25-Jan-21	Doris Zheng	Calls with CRA re CPP/EI ruling, correspondence re cheque requisitions.	0.5



Date	Professional	Description	Hrs.
25-Jan-21	Josie Parisi	Correspondence re ATM with Aird & Berlis and E. Paltanen; correspondence regarding collection process.	1.4
25-Jan-21	Kendric Cheng	Discussion with M. Marchand regarding Phase 1 ESA quotes; phone conversation with Fisher Ltd. re quote and terms; reviewing Jan 22 bank transactions ; updating and revising the funds summary based on bank activity; preparing a cheque requisition.	2.5
25-Jan-21	Matthew Marchand	Correspondence with E. Paltanen re expenses; review email and attachment from C. Browlee re revised invoice; email correspondence with L. Williams re directors and officers liability; review email and attachment from K. Cheng re Fisher quote; correspondence with K. Cheng re same; export Scotia bank transaction history; correspondence with K. Cheng re same; review email correspondence re court report; correspondence with E. Paltanen re antifreeze refunds, expenses, WSIB, statutory holidays, property maintenance and CRA ruling status; sign cheque; review bank account activity summary; correspondence with K. Cheng re accounts payable, issuance of cheques and estate accounting; matters related to tail insurance; correspondence with L. Williams re crisis management insurance refund; sign cheque requisition; review final invoice.	2.7
25-Jan-21	Mithushaa Berinpalingam	Carriage review of invoices and call with K. Cheng re preparation of cheque requisitions.	0.6
26-Jan-21	Doris Zheng	Correspondence and call re sales process and CPP/EI rulings	0.4
26-Jan-21	Josie Parisi	Review changes to ATM release and correspondence with owner; working on court report; various correspondence with Colliers; correspondence with E. Paltanen re pool; review Collection Plan order and provide comments.	3.3
26-Jan-21	Kendric Cheng	Review bank activity for Jan 26 and updating the funds summary; discussion with M. Berinpalingam on the cheque requisitions to be prepared; updating invoice tracker for invoices received pre and post receivership; drafting cheque requisitions for the invoices; preparing cheque requisitions; updating the invoice tracker.	5.7
26-Jan-21	Matthew Marchand	Sign cheques; correspondence with D. Zheng re CRA CPP/EI ruling and contractor cheques; export Scotia bank account activity; correspondence with staff re insurance wire; review email and attachment from E. Paltanen re inventory listings; review and sign cheque requisition; sign wire letter; draft email to L. Pomfret re status of collection listings and cheques; correspondence with P. Harrison re status of accounts receivable and closing of December financial results; review email and attachments from J. Creba re sales process and	2.2



Date	Professional	Description	Hrs.
		documentation; correspondence with J. Parisi re same; draft email to S. Mitra re same; review email from E. Paltanen re pool maintenance; correspondence with J. Parisi re updates and court report; correspondence with E. Paltanen re expenses; provide direction to K. Cheng re same; review email from E. Paltanen re video/photo shoot for sales process;	
26-Jan-21	Mithushaa Berinpalingam	Call with K. Cheng regarding invoices and cheque requisitions; preparation of cheque requisitions.	2.2
26-Jan-21	Tony Montesano	Prepare wire transfer letter; send to M. Marchand and J. Parisi for signature; prepare requisition and deposit slip; prepare requisition transfer of funds to Carriage Hills.	0.8
27-Jan-21	Doris Zheng	Call with M. Marchand re appraisals; correspondence with Colliers and Avison Young re final appraisals.	0.3
27-Jan-21	Josie Parisi	Review claims bar procedure order and provide comments; review various correspondence from Colliers re marketing and sales process and EOI; review emails from Pat re delinquency charges; call with Aird & Berlis re collection order and claims process; update to court report.	4.6
27-Jan-21	Kendric Cheng	Preparing the cheque requisitions for split invoices received; discussion with Pat regarding outstanding invoices and splits for some of the invoices received; updating the invoice tracker and reconciling the totals; reviewing the January 26 banking transactions and updating funds summary; consolidating the new package of invoices received into master tracker; review accounts payable tracker and consolidating information.	6.5
27-Jan-21	Matthew Marchand	Correspondence with J. Creba re matters related to sales process; correspondence with P. Harrison re accounts receivable; correspondence with K. Cheng re expenses; review emails from LJ Landscape re invoices; review emails and attachments re collections order; sign cheques; export Scotia banking activity; review emails and attachments re claims order; phone call with J. Parisi re collection process; teleconference with S. Mitra, S. Babe and J. Parisi re collections order and claims order; email correspondence with C. Brownlee re insurance payment; email correspondence with A. Consoli and S. Burrowes re inbox inquires; email correspondence J. Creba re confidential information memorandum; review and revise confidentiality agreement; review email and attachment from A. Dost re revised non-disclosure agreement from lender.	6.2
28-Jan-21	Doris Zheng	Correspondence re appraisal invoice.	0.1
28-Jan-21	Josie Parisi	Review CIM and provide comments, call with Pat, E. Paltanen and M. Marchand regarding A/R and HST issues; correspondence	2.2



Date	Professional	Description	Hrs.
		with Aird & Berlis re collections process, review numerous emails with Colliers.	
28-Jan-21	Kendric Cheng	Meeting with M. Marchand re discussion of invoice tracker and the requisitions needed, HST returns; obtained the HST forms from P. Harrison, reviewed the January HST returns; discussion with P. Harrison on exclusions in the tax return; reviewed Jan 27th bank transactions in the operating accounts; updating the funds summary; discussion with environmental consultant re Phase 1 quote and terms; review of the HST returns to be filed; discussion with M. Berinpalingam regarding the emails received from the BDOCarriageRidge domain; reviewing all the emails and summarizing the contents of the emails.	5.0
28-Jan-21	Matthew Marchand	Review Colliers confidentiality agreement; matters related to Receiver's email inboxes; review email and attachments from P. Harrison re HST filing; correspondence with K. Cheng re HST returns and expenses trackers; teleconference with J. Parisi, E. Paltanen and P. Harrison re accounts receivable, HST, CRA CPP/EI ruling status and related matters; correspondence with J. Parisi re Colliers confidential information memorandum; correspondence with J. Creba re same; export Scotia bank account activity; review emails and attachments from L. Pomfret re status of accounts; review email from E. Paltanen re pool structure; correspondence with P. Harrison re Powell Jones; review and sign cheque requisition and deposits; correspondence with A. Boettger re collections process; email correspondence with L. Noonan re Powell Jones engagement; review email and attachments from P. Harrison re Equiant detailed accounts receivable listings; review, revise and sign Miller Waste agreement; review email and attachment from J. Creba re email flyer ad; draft email to J. Creba re same.	5.5
28-Jan-21	Mithushaa Berinpalingam	Call with K. Cheng regarding summarizing email inquiries received.	0.4
29-Jan-21	Anna Koroneos	Telephone call with J. Parisi on reverse claims process.	0.5
29-Jan-21	Doris Zheng	Correspondence with E. Paltanen re workers; conference call with CRA to discuss CPP/EI rulings, correspondence re documentation required for CPP/EI ruling, call with K. Cheng re cheque requisitions; review cheque requisitions; correspondence re appraisals.	1.9
29-Jan-21	Josie Parisi	Call with A. Koroneos re the collections process; court report; review delinquent account data.	3.7
29-Jan-21	Kendric Cheng	Preparing a split invoice for Carriage Hills and Carriage Ridge; summarizing emails made to the BDO email addresses; reviewing banking information transactions on Jan 28 and updating the funds summary.	2.5



Date	Professional	Description	Hrs.
29-Jan-21	Matthew Marchand	Email correspondence with L. Williams re payment of expenses; correspondence re invoicing; phone call with D. Zheng and a CRA representative re CPP/EI ruling; export Scotia bank activity; review email correspondence re Colliers confidentiality agreement; review email and attachment from M. Berinpalingam re email inquires received; correspondence with K. Cheng re bank account activity; review revised confidentiality agreement; correspondence with E. Paltanen re expenses; review exp proposal; review email and attachment from A. Dost re financing update; review and sign cheque requisition re Avison; review email and attachments from D. Zheng re revised appraisals.	2.6
29-Jan-21	Mithushaa Berinpalingam	Summary of emails received in January.	1.0
29-Jan-21	Mithushaa Berinpalingam	Summary of emails received in January; call with K. Cheng regarding inquiries received.	1.5
30-Jan-21	Josie Parisi	Review delinquent accounts and compare to CICR data and LPJ data; various correspondence with P. Harrison re delinquent accounts.	3.3
31-Jan-21	Josie Parisi	Preparing court report and reviewing changes to Collection Plan Procedure Order and providing comments.	6.9
31-Jan-21	Matthew Marchand	Review email correspondence re delinquent accounts; review email correspondence re collections process; review email and attachments from J. Creba re revised marketing materials; draft email to J. Creba re same; phone call with T. Duncan re Claims Officer.	1.2

TAB S

ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial list

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

AND IN THE MATTERS OF THE ADMINISTRATION OF CARRIAGE HILLS VACATION OWNERS ASSOCIATION

AND IN THE MATTERS OF THE ADMINISTRATION OF CARRIAGE RIDGE OWNERS ASSOCIATION

Applicants

AFFIDAVIT OF SAM BABE

(sworn February 5, 2021)

I, SAM BABE, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a lawyer at Aird & Berlis LLP and, as such, I have knowledge of the matters to which I hereinafter depose. Aird & Berlis LLP has acted as counsel for BDO Canada Limited (“**BDO**”), as administrator, without security, of the Applicants and all of the Applicants’ property, assets and undertakings, pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”), and continues to do so.
2. Aird & Berlis LLP has prepared statements of account in connection with its fees and disbursements as follows:
 - (a) an account dated December 31, 2020, for the period from November 29, 2020 to November 30, 2020, for fees in the amount of \$3,977.50 and HST in the amount of \$517.08;

- (b) an account dated January 31, 2021, for the period from December 30, 2020 to January 6, 2021, for fees in the amount of \$37,933.50, disbursements in the amount of \$157.50 and HST in the amount of \$4,951.84; and
- (c) an account dated February 4, 2021, for the period from January 2, 2021 to February 3, 2021, for fees in the amount of \$62,582.50, disbursements in the amount of \$640.00 and HST in the amount of \$8,135.73,

(the “**Statements of Account**”).

- 3. Attached hereto and marked as **Exhibit “A”** to this my affidavit are copies of the Statements of Account, which total \$118,895.65, along with a breakdown of timekeepers which have worked on this file. The average hourly rate is \$658.85.
- 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)
 February 5, 2021, in accordance with)
 O. Reg 431/20, Administering Oath or)
 Declaration Remotely,)



 A commissioner, etc.
SANJEEV MITRA

) **SAM BABE**

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF SAM BABE

Sworn before me

This 5th day of February, 2021



SANJEEV MITRA

Commissioner for taking Affidavits, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

**AND IN THE MATTERS OF THE ADMINISTRATION OF
CARRIAGE RIDGE OWNERS ASSOCIATION**

Applicants

SUMMARY OF TIME INCURRED

<u>Name</u>	<u>Year of Call</u>	<u>Hours</u>	<u>Rate\$</u>	<u>Value\$</u>
S. E. Babe	2004	80.10	641.60	51,392.50
S.P. Mitra	1996	71.90	686.04	49,326.50
M.F. Horvat	1999	0.40	640.00	256.00
R.T. Hooke	1989	0.40	725.00	290.00
D.M. O'Leary	1984	3.40	775.00	2,635.00
LAW CLERKS				
P.L. Williams		1.40	210.71	295.00
L. Nguyen		0.20	232.50	46.50
C.E.Casasola		0.80	315.00	252.00

REMIT TO:

Aird & Berlis LLP
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500
F 416.863.1515
airdberlis.com

BDO Canada Limited

File No.: 13137-157067

Client No.: 13137

Matter No.: 157067

Invoice No.: 692868

Date: December 31, 2020

REMITTANCE SLIP

Total Fees	\$3,977.50
Total HST	\$517.08
	<hr/>
AMOUNT TO BE PAID	<u><u>\$4,494.58</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

IN ACCOUNT WITH:



Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500 F 416.863.1515
airdberlis.com

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

Attention: Ms. Josie Parisi

Invoice No.: 692868

PLEASE WRITE INVOICE NUMBERS
ON THE BACK OF ALL CHEQUES
File No.: 13137/157067
Client No.: 13137
Matter No.:157067

December 31, 2020

Re: Carriage Hills Resort

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended November 30, 2020

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	29/11/20	0.10	\$62.50	Email from S. Mitra
SEB	30/11/20	0.40	\$250.00	Emails and ZOOM from and to S. Mitra
RTH	30/11/20	0.40	\$290.00	Email from S. Mitra, M. McDonald; Telephone call to conveyancer; Email to S. Mitra re registration of order
SPM	30/11/20	1.80	\$1,215.00	Email exchange with client and attend call with client re Third Report; Review and provide comments on revised draft third report; Email exchange with counsel to associations to schedule call; Provide comments on draft appointment order
SPM	30/11/20	3.20	\$2,160.00	Telephone call with external counsel to Wyndham; Review and provide comments on draft report; Arrange to finalize appendices including fee affidavit; Commission fee affidavit; Telephone calls client and counsel for Associations
TOTAL:		<hr/> 5.90	<hr/> \$3,977.50	

OUR FEE
HST at 13%

\$3,977.50
\$517.08

AMOUNT NOW DUE

\$4,494.58

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

42907282.1

REMIT TO:

Aird & Berlis LLP
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500
F 416.863.1515
airdberlis.com

BDO Canada Limited

File No.: 13137-157067

Client No.: 13137

Matter No.: 157067

Invoice No.: 695451

Date: January 31, 2021

REMITTANCE SLIP

Total Fees	\$37,933.50
Total Taxable Disbursements	\$157.50
Total HST	\$4,951.84
	<hr/>
AMOUNT TO BE PAID	<u><u>\$43,042.84</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.

IN ACCOUNT WITH:

AIRD BERLIS

Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500 F 416.863.1515
airdberlis.com

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

Attention: Ms. Josie Parisi

Invoice No.: 695451

PLEASE WRITE INVOICE NUMBERS
ON THE BACK OF ALL CHEQUES
File No.: 13137/157067
Client No.: 13137
Matter No.:157067

January 31, 2021

Re: Carriage Hills Resort

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended December 31, 2020

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	06/01/20	1.70	\$1,147.50	Email exchange with D. Catugno and client re termination agreement; Review and respond to email from Court and email to IT re YouTube Stream; Email exchange with client re release of funds; Review and provide comments on draft June 6 FAQ
SEB	01/12/20	0.30	\$187.50	Emails from D. Harland
SPM	03/12/20	0.30	\$202.50	Email exchange with client
SEB	04/12/20	0.20	\$125.00	Telephone call and email from S. Mitra
SPM	04/12/20	1.20	\$810.00	Email exchange with client and telephone call client re Wyndham transition issues; Telephone call B. Newton re strategy; Email exchange with G. Minor to reschedule call
SPM	07/12/20	0.20	\$135.00	Telephone call B. Newton re transition agreement
SPM	08/12/20	1.50	\$1,012.50	Prepare and attend call with client re status and strategy
SPM	09/12/20	1.80	\$1,215.00	Review and provide comments on draft insurance policy; Prepare for and attend transition call with Wyndham

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	10/12/20	1.10	\$742.50	Review insurance termination letter from Wyndham and email exchange with client and counsel for Associations; Review email from L. Brzezinski and email to client with preliminary thoughts; Arrange for Insurance policy review by D. O'Leary
SPM	10/12/20	1.50	\$1,012.50	Draft response to L. Brzezinski and email exchange with client and release letter to L. Brzezinski; Telephone calls L. Brzezinski and email exchange with client and telephone call client
DMO	10/12/20	1.30	\$1,007.50	Email to and from S. Mitra; Review wording of Property Loss Documents (Lloyds); Drafting; Comments
SEB	11/12/20	1.70	\$1,062.50	Emails and phone call from S. Mitra; emails from J. Parisie; email from M. Horvat; email from D. Winters; emails from M. Marchand
SPM	11/12/20	3.30	\$2,227.50	Email to Court re letter from L. Brzezinski and email exchange with client; Prep and attend motion; Telephone call L. Williams re position of L. Brzezinski; Arrange for changes to draft employment letter; Arrange for insurance review for client; Email exchange with client re employment issues and email to DOJ; Email exchange with client and First Canadian Funding re financing of insurance premium
SEB	14/12/20	1.50	\$937.50	Emails from S. Mitra; emails from L. Williams; emails from M. Marchand; emails from J. Parisie; emails from Department of Justice; review file
SPM	14/12/20	0.80	\$540.00	Email exchange with client and Court re date for motion to approve agent; Email exchange with client and CRA; Telephone call B. Day re premium financing and report to client
SEB	15/12/20	1.60	\$1,000.00	Email from M. Horvat; emails from and to M. Marchand; emails from L. Williams; emails from S. Mitra; email to Department of Justice; emails from J. Parisie
MFH	15/12/20	0.40	\$256.00	Review of and revisions to term and task letter; Draft email to S. Mitra regarding same

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	15/12/20	0.80	\$540.00	Email exchange with client and CRA; Review revised term and task letter and email to client; Email exchange with client and CRA case officer
SEB	16/12/20	1.30	\$812.50	Emails from B. Newton; emails from S. Mitra; emails from J. Parisie; emails from L. Williams; email from D. O'Leary; emails from M. Marchand
SPM	16/12/20	3.20	\$2,160.00	Telephone call with client re strategy with Wyndham; Attend call with Wyndham; Email to client on insurance funding; Arrange for further insurance review; Arrange for motion materials
DMO	16/12/20	1.00	\$775.00	Review declaration and Lloyds Policy; Offer comments re same to client
SEB	17/12/20	1.20	\$750.00	Email from D. O'Leary; emails from M. Marchand; email from S. Mitra; emails from L. Williams; emails from and to J. Parisie
SPM	17/12/20	1.30	\$877.50	Email exchange with client and L. Williams re insurance issues and payment for policy; Telephone call client; Review summary of appraisals; Email exchange with Wyndham re documents required for Wyndham claims
SEB	18/12/20	1.10	\$687.50	Emails from B. Newton; email from J. Parisie; emails to and from S. Mitra; emails from M. Marchand
SPM	18/12/20	1.70	\$1,147.50	Email exchange with S. Babe; Telephone call M. Marchand re insurance and efforts to meet with Board; Telephone call L. Williams and email exchange with client re draft report; Email exchange with client re strategy; Review insurance documents and email to client
DMO	18/12/20	0.30	\$232.50	Email to and from S. Mitra re insurable interest
SEB	19/12/20	2.20	\$1,375.00	Email from J. Parisie; email from L. Williams; review report; draft motion materials
SEB	20/12/20	4.00	\$2,500.00	Emails from and to S. Mitra; emails from J. Parisie; emails from B. Newton; email from M. Marchand; emails from L. Williams; draft motion materials
SPM	20/12/20	1.90	\$1,282.50	Email exchange with client re draft report; Review and provide comments on draft report; Email exchange with client

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	21/12/20	3.10	\$1,937.50	Email from J. Parisie; emails and phone call from and to S. Mitra; emails from L. Williams; email from Commercial List office; draft motion materials
SPM	21/12/20	3.60	\$2,430.00	Prepare and attend call with CRA; Attend call with client re status and strategy; Email exchange with client and counsel for Boards; Review and provide comments on draft management termination agreement; Review and provide further comments on revised report; Telephone call S. Babe re service of record; Finalize changes to draft termination agreement and email exchange with Wyndham; Email exchange with client and L. Williams re Insurance funding
LN	21/12/20	0.10	\$22.50	Email from S. Mitra's assistant C. Doyle re: creation of Sync.com link; Creation of Sync.com link; Email to C. Doyle with sync.com link.
DMO	21/12/20	0.80	\$620.00	Email from S. Mitra; Review Receivership Orders; Undertake review of literature; Email; Email response to S. Mitra
SEB	22/12/20	5.50	\$3,437.50	Emails from and to J. Parisie; emails from and to M. Marchand; emails from S. Mitra; emails to and from L. Williams; emails from and to M. Grossel; emails from B. Newton; prepare and attend to service of motion record
SPM	22/12/20	0.80	\$540.00	Email exchange with client and L. Williams re motion and report
PLW	22/12/20	0.40	\$80.00	Submitted Motion Record for January 5, 2021 online
PLW	22/12/20	0.40	\$80.00	Submitted another Motion Record for January 5, 2021 online
SEB	23/12/20	0.80	\$500.00	Emails from S. Mitra; email from L. Williams; emails from J. Parisie; emails from B. Newton
SPM	23/12/20	0.40	\$270.00	Email exchange with counsel for Wyndham re termination agreements and Wyndham claims
SEB	28/12/20	0.10	\$62.50	Email from J. Parisie
SEB	29/12/20	0.20	\$125.00	Email from S. Mitra; email from L. Williams

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	29/12/20	0.10	\$67.50	Email exchange with client re attendance at Board meeting
SEB	30/12/20	0.60	\$375.00	Emails to and from M. Grossell; emails to and from IT department re live stream of hearing
SEB	31/12/20	1.00	\$625.00	Email from Thornton Grout; emails from L. Williams; emails from and to J. Parisie; emails from S. Mitra; emails to and from IT department re live stream of hearing
TOTAL:		<hr/>	<hr/>	
		58.30	\$37,933.50	

OUR FEE \$37,933.50
HST at 13% \$4,931.36

DISBURSEMENTS

Subject to HST

Photocopies	\$137.50
Binding and Tabs	\$20.00
Total Disbursements	\$157.50
HST at 13%	\$20.48

AMOUNT NOW DUE

\$43,042.84

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

REMIT TO:

Aird & Berlis LLP
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500
F 416.863.1515
airdberlis.com

BDO Canada Limited

File No.: 13137-157067

Client No.: 13137

Matter No.: 157067

Invoice No.: 697376

Date: February 4, 2021

REMITTANCE SLIP

Total Fees	\$62,582.50
Total Non-Taxable Disbursements	\$640.00
Total HST	\$8,135.73
	<hr/>
AMOUNT TO BE PAID	<u><u>\$71,358.23</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.

IN ACCOUNT WITH:



Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500 F 416.863.1515
airdberlis.com

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

Attention: Ms. Josie Parisi

Invoice No.: 697376

PLEASE WRITE INVOICE NUMBERS
ON THE BACK OF ALL CHEQUES
File No.: 13137/157067
Client No.: 13137
Matter No.:157067

February 4, 2021

Re: Carriage Hills Resort

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended February 4, 2021

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	02/01/21	0.30	\$195.00	Email from member; emails to and from J. Parisie
SEB	03/01/21	0.40	\$260.00	Emails to and from J. Parisie; email to TGF; email from L. Williams; email to Service List
SEB	04/01/21	8.00	\$5,200.00	Emails and phone calls from and to S. Mitra; phone calls with BDO; phone call with board; emails from and to members; phone call with and email from Wyndham; emails from B. Newton; emails from M. Marchand; emails from J. Parisie; emails from L. Williams; email from Conway J.; emails from and to L. Brzezinski
SPM	04/01/21	6.60	\$4,587.00	Prepare and attend call with client to discuss strategy with Colliers and Board; Prepare and attend call with Boards; Prepare call for Wyndham with client; Telephone call with Wyndham; Telephone calls D. Catugno and report to client; Review letter from L. Brzyzinski and email exchange with client to formulate a response; review and revise draft termination agreement and email exchange with client

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	05/01/21	4.80	\$3,120.00	Emails from M. Marchand; email from Conway J.; emails to and from Service List; emails from L. Williams; emails from S. Mitra; emails from M. Grosse; email from L. Brzezinski; phone call to member; attend Zoom motion hearing
SPM	05/01/21	4.00	\$2,780.00	Email exchange with client and provide comments on FAQ; Finalize letter to L. Brzyzinski and telephone call L. Brzyzinski and report to client; finalize draft termination agreement and email to client; prepare and attend hearing; email exchange with client and counsel for Wyndham re termination agreement; email exchange with C. Diana and client re strategy with delinquents
LN	05/01/21	0.10	\$24.00	Email from S. Mitra and S. Babe's assistant, C. Doyle re: removal and replacing of documents on Sync.com link; Removal and replacing of said documents on Sync.com link; Email to C. Doyle confirming same.
PLW	05/01/21	0.60	\$135.00	Submitted two orders for entry online
SEB	06/01/21	2.70	\$1,755.00	Emails from and to S. Mitra; emails from B. Newton; emails from M. Marchand; email from G. Minor; emails from J. Parisie; email from Wyndham counsel; email from L. Williams
SPM	06/01/21	1.70	\$1,181.50	Email exchange with D. Catugno and client re termination agreement; Review and respond to email from Court and email to IT re You Tube Stream; Email exchange with client re release of funds; Review and provide comments on draft June 6 FAQ
SEB	07/01/21	1.60	\$1,040.00	Emails from M. Marchand; emails from S. Mitra; emails from Wyndham; emails from J. Parisie
SPM	07/01/21	1.90	\$1,320.50	Revise draft termination agreements and email exchange with client and counsel for Wyndham re termination agreement and final modifications; Telephone call client re status and strategy re transitional issues
SEB	08/01/21	1.40	\$910.00	Emails from S. Mitra; email from M. Marchand; phone call with BDO; email from Wyndham; emails from J. Parisie; email from B. Newton
SPM	08/01/21	1.70	\$1,181.50	Review Colliers draft LOI from client with comments; Email exchange with Wyndham;

LAWYER	DATE	TIME	VALUE	DESCRIPTION
				Call with client re strategy with Colliers; email exchange with client re response to j. Creba
SPM	11/01/21	1.30	\$903.50	Email exchange with client and Colliers re listing agreement; Prepare for and attend call with client re status and strategy; Arrange for payment of invoice by Ridge
SEB	12/01/21	0.20	\$130.00	Telephone call from S. Mitra
SPM	12/01/21	0.70	\$486.50	Email exchange with client and Colliers re listing agreement and call; Telephone call S. Babe re Report and steps required for claims and collections process
SPM	13/01/21	1.20	\$834.00	Prepare for and attend call with Colliers and counsel re draft listing agreement; Email exchange with client
SEB	14/01/21	0.40	\$260.00	Emails from M. Marchand; emails from S. Mitra
SPM	14/01/21	0.40	\$278.00	Email exchange with client regarding statutory notices to be released; email exchange with client and Colliers re listing agreement
SEB	15/01/21	0.50	\$325.00	Email from J. Parisie; emails from S. Mitra; emails from M. Marchand
SPM	15/01/21	1.00	\$695.00	Review revised listing agreement and provide comments to client; follow up for Court date
SEB	16/01/21	0.10	\$65.00	Email to Commercial List office
SEB	17/01/21	0.20	\$130.00	Email from J. Parisie; email from M. Marchand
SEB	18/01/21	0.90	\$585.00	Draft claims process order; email from S. Mitra
SEB	19/01/21	3.40	\$2,210.00	Emails from Colliers; emails from and to Commercial List office; email from and to Wyndham counsel; email from M. Marchand; draft claims and collection processes orders
SPM	19/01/21	0.80	\$556.00	Review revised listing agreement and email to client; Email exchange with D. Catuongno; Review email to Court and email exchange with client re date for hearing
SEB	20/01/21	0.60	\$390.00	Emails from S. Mitra; emails from and to J. Parisie; emails from and to L. Williams

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	20/01/21	0.20	\$139.00	Email Youtube link to client for email blast to members; email exchange with client re removal of ATM's
SEB	21/01/21	1.10	\$715.00	Emails from and to J. Parisie; emails and phone call from S. Mitra
SPM	21/01/21	6.00	\$4,170.00	Review ATM agreement and email to client re strategy on removal; Email exchange with client re response to M. Grisham
SEB	22/01/21	0.10	\$65.00	Emails from and to J. Parisie; email from S. Mitra
SEB	23/01/21	2.50	\$1,625.00	Email from S. Mitra; draft claims process order
SEB	24/01/21	4.00	\$2,600.00	Email from J. Parisie; emails from S. Mitra; draft claims process order
SEB	25/01/21	2.00	\$1,300.00	Draft collection process order; email to S. Mitra
SPM	25/01/21	0.40	\$278.00	Email exchange with client re call re draft report; revise draft release for ATM and email to client
SEB	26/01/21	3.30	\$2,145.00	Emails and phone call from and to S. Mitra; draft claims order; email from M. Marchand; emails from and to J. Parisie
SPM	26/01/21	1.30	\$903.50	Email exchange with client and telephone call S. Babe re draft orders; Email exchange with client; Review and provide comments on draft Collections Process Order
SEB	27/01/21	3.60	\$2,340.00	Emails from J. Parisie; email from M. Marchand; draft collections process order
SPM	27/01/21	3.30	\$2,293.50	Prepare and attend call with client re next report to court and strategy regarding various matters for sales process and claims process; Finalize comments on draft confidentiality agreement for Colliers
SEB	28/01/21	3.00	\$1,950.00	Emails from S. Mitra; emails from M. Marchand; emails from J. Parisie; draft collection process order
SPM	28/01/21	0.80	\$556.00	Email exchange with client re revisions to draft confidentiality agreement and communications with broker; Review draft flyer; Email exchange with client and J. Creba re changes to draft confidentiality agreement

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SEB	29/01/21	3.10	\$2,015.00	Email from Colliers; emails from S. Mitra; draft collection process order
SPM	29/01/21	0.60	\$417.00	Telephone call J. Creba and revise draft confidentiality agreement and email exchange with client and J. Creba
SEB	30/01/21	1.70	\$1,105.00	Revise claims process order
SEB	31/01/21	3.30	\$2,145.00	Emails from and to S. Mitra; emails from and to J. Parisie; revise orders; email from M. Marchand
SPM	31/01/21	1.70	\$1,181.50	Attend to provide comments on draft LOI and arrange for APS Email exchange with R Hooke and client; Email exchange with client re strategy with collection agency; Email exchange with client
CEC	01/02/21	0.80	\$252.00	Serch of title for properties identified in Court Orders and request and review of various inactive parcel registers to determine current parcel register for subject properties; Email to R. Hooke advising of inability to locate titles and other notes re search results;
SPM	01/02/21	2.40	\$1,668.00	Review and revise draft LOI and email to client; Attend call with Collection Agent and email exchange with client; Attend call with client regarding claims and collection process orders and arrange for call with counsel; Email exchange with L. Williams re Wyndham secured claims and strategy; Telephone call with R. Sharman and email exchange with R. Sharma and report to client
SPM	02/02/21	0.20	\$139.00	Email exchange with client re inquiries from interested parties
SPM	03/02/21	1.50	\$1,042.50	Email exchange with client re requested revisions to confidentiality agreement by US interested party; Email exchange with S. Babe; Provide comments on draft repot
TOTAL:		<u>94.40</u>	<u>\$62,582.50</u>	

OUR FEE
 HST at 13%

\$62,582.50
 \$8,135.73

DISBURSEMENTS

COST INCURRED ON YOUR BEHALF AS AN AGENT

Notice of Motion/Application \$640.00

AMOUNT NOW DUE

\$71,358.23

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 2.0% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

**IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O
1990, C. C. 43, AS AMENDED
AND IN THE MATTERS OF THE ADMINISTRATION OF
CARRIAGE HILLS VACATION OWNERS ASSOCIATION
& CARRIAGE RIDGE OWNERS ASSOCIATION
Applicants**

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

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TAB 3

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

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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 MATTERS OF THE ADMINISTRATION PROCEEDINGS OF CARRIAGE HILLS VACATION OWNERS
ASSOCIATION

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
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MOTION RECORD
(Returnable February 16, 2021)

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