

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) MONDAY THE 15TH
JUSTICE *CONWAY*) DAY OF JUNE 2015

B E T W E E N:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

and

AVENTURA II PROPERTIES INC., PAVILION SPORTS CLUBS INC.,
PAVILION SPORTS ICE INC., PAVILION SPORTS FOOD AND BEVERAGE
INC., and PAVILION AQUATIC CLUB INC.

Respondents



APPROVAL AND VESTING ORDER

THIS **MOTION**, made by **POLLARD & ASSOCIATES INC.**, in its capacity as the Court-appointed Receiver (the "Receiver") of Aventura II Properties Inc., Pavilion Sports Clubs Inc., Pavilion Sports Ice Inc., Pavilion Sports Food and Beverage Inc., Pavilion Aquatic Club Inc., Pavilion Clubs Inc., 1887722 Ontario Ltd., 1688902 Ontario Inc. and Forza Fitness Ltd. (the "Debtors") for an order approving the sale transaction (the "Transaction") contemplated by an Agreement of Purchase and Sale dated March 3, 2015 between Kartelle Corporation ("Kartelle"), as purchaser and Collins Barrow Toronto Limited ("CB") (as predecessor to the Receiver), as vendor, as amended by a Waiver and First Amendment to the Agreement of Purchase and Sale dated April 27, 2015 between Kartelle and the Receiver and a Second Amendment to Agreement of Purchase and Sale dated May 8, 2015 between Kartelle and the Receiver (collectively

hereinafter called the "Sale Agreement"), and appended to the First Report of the Receiver dated May 29, 2015 (the "Report"), and vesting in Kartelle 130 Racco Parkway GP Inc. as trustee ("Kartelle 130") the Debtors' right, title and interest in and to the assets described in the Sale Agreement, as listed in Schedule B hereto (the "Purchased Assets"), was heard this day at the Ontario Superior Court of Justice, 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served.

1. **THIS COURT ORDERS** that service of the Notice of Motion and Motion Record are hereby validated such that the motion is properly returnable on today's date and no further service of the Notice of Motion and Motion Record is required.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is commercially reasonable and in the best interests of the Debtors and their stakeholders, and is hereby approved, and the execution of Sale Agreement by CB is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to Kartelle 130.

3. **THIS COURT ORDERS AND DECLARES** that upon delivery of a Certificate to Kartelle substantially in the form attached as Schedule A hereto (the "Certificate"), all of the

Debtors' right, title and interest in and to the Purchased Assets shall vest absolutely in Kartelle 130 Racco Parkway GP Inc. as trustee ("Kartelle 130"), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated September 8, 2014; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system.

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

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that the Sale Agreement attached to the First Report of the Receiver dated May 29, 2015 as Tabs E, G, I and J shall be subject to a sealing Order issued

herewith, up to the time that all of the assets of the Debtor referred to in the appraisals are sold or disposed of, or by further Order of this Court.

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

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

the vesting of the Purchased Assets in Kartelle 130 pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

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

10. **THIS COURT ORDERS** that the activities of the Receiver since the issuance of the Order of the Honourable Justice Conway dated April 17, 2015 are hereby approved.

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



JUN 15 2015



Schedule A – Form of Certificate

Court File No. CV-13-10285-00 CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

**AVENTURA II PROPERTIES INC., PAVILION SPORTS CLUBS INC.,
PAVILION SPORTS ICE INC., PAVILION SPORTS FOOD AND BEVERAGE
INC., and PAVILION AQUATIC CLUB INC.**

Respondents

CERTIFICATE

RECITALS

A. Pursuant to an Order of the Ontario Superior Court of Justice (the "Court") dated April 17, 2015, POLLARD & ASSOCIATES INC. was substituted as Receiver (the "Receiver") of Aventura II Properties Inc., Pavilion Sports Clubs Inc., Pavilion Sports Ice Inc., Pavilion Sports Food and Beverage Inc., Pavilion Aquatic Club Inc., Pavilion Clubs Inc., 1887722 Ontario Ltd., 1688902 Ontario Inc. and Forza Fitness Ltd. (the "Debtors").

B. Pursuant to an Order of the Court dated June 15, 2014, the Court approved the Agreement of Purchase and Sale made as of March 3, 2015 (the "Sale Agreement") between COLLINS BARROW TORONTO LIMITED ("CB") and KARTELLE CORPORATION. ("Kartelle"), and provided for the vesting in Kartelle 130 Racco Parkway GP Inc. as trustee ("Kartelle 130"), of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to Kartelle 130 of a certificate confirming (i) the payment by Kartelle 130 of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement and the Amendments thereto have been satisfied or waived by CB and Kartelle respectively; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Trustee at [TIME] on _____ [DATE].

POLLARD & ASSOCIATES INC., in its capacity as Court-appointed Receiver of Aventura II Properties Inc., Pavilion Sports Clubs Inc., Pavilion Sports Ice Inc., Pavilion Sports Food and Beverage Inc., Pavilion Aquatic Club Inc., Pavilion Clubs Inc., 1887722 Ontario Ltd., 1688902 Ontario Inc. and Forza Fitness Ltd., and not in its personal capacity

Per: _____

Name:

Title:

Schedule "B" - PROPERTY SCHEDULE

Part 1: Legal Description: PIN 03270-0688 LT

BLOCK 1, PLAN 65M3531, VAUGHAN. S/T. EASE OVER THAT PT LYING WITHIN THE LIMITS OF PT 16 65R21129 AS IN LT 1306631. T/W EASE OVER PT LT 8, CON 2, PTS 1, 2 & 3. 65R17402 & PTS 1&2 65R17833 AS IN LT 1072914. S/T EASE OVER PTS 1&2 65R24404, AS IN YR82691; S/T EASE OVER PTS 2,3,4 & 5 65R24404 AS IN YR82702. S/T RT UNTIL THE LATER OF 5 YRS FROM M 2003/12/18 AND ASSUMPTION OF THE SERVICES INSTALLED PURSUANT TO THE SUBDIVISION AGREEMENT BY VAUGHAN TO DO SUCH WORK AND MAKE SUCH INSTALLATIONS AS ARE NECESSARY TO COMPLY WITH THE PROVISIONS OF ANY AGREEMENT WITH OR DIRECTION FROM THE LOCAL OR REGIONAL MUNICIPALITIES, THE LOCAL PUBLIC UTILITIES, COMMISSION, OR ANY OTHER GOVERNMENTAL AUTHORITY WITH RESPECT TO THE SUBJECT LANDS AND THE LAND COMPRISING PLAN 65M3531 INCLUDING LOT GRADING WORK, WHICH IN THE OPINION OF THE CITY IS REQUIRED.

Municipal Address: 130 Racco Parkway, Thornhill, Ontario, L4J 8X9

Part 2: Permitted Encumbrances

All rights, instruments, agreements and documents set out or reflected on on PIN 03270-0688 (LT) save for the (1) Charge and Notice of Assignment of Rents to DUCA Financial Services Credit Union Ltd. (Instrument No's YR1338585 and YR 1338586) and (2) the Charge and Notice of Assignment of Rents to Business Development Bank of Canada (Instrument No's YR1338652 and YR 1338673) and (3) the Charge and Notice of Assignment of Rents to Return on Innovation Capital Ltd. (Instrument No's YR1524965 and YR 1524968) (the encumbrances set out in (1) (2) and (3) above collectively being hereafter referred to as the "Security to be Discharged"). It is the intention of the Vendor to convey title pursuant to a Vesting Order which deletes the Security to be Discharged from title to the Property.

(1) Encumbrances, charges or prior claims for taxes (which term includes charges, rates and assessments) or utilities (including charges, levies or imposts for sewers, electricity, power, gas, water and other services and utilities) not yet due and owing or, if due and owing, that are adjusted for pursuant to Section 5, or the validity of which is being contested in good faith, and encumbrances or charges for the excess of the amount of any past due taxes or utilities charges for which a final assessment or account has not been received over the amount of such taxes or utilities charges as estimated and paid by the Vendor.

BUSINESS DEVELOPMENT BANK OF CANADA - and - AVENTURA II PROPERTIES INC., ET. AL.

Applicant

Respondent
Court File No. CV-13-10285-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings Commenced at Toronto

MOTION RECORD

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in its capacity as Court appointed Receiver
for Aventura II Properties Inc.

This schedule has been prepared from information available to the Receiver. The Receiver makes no representation as to the accuracy or completeness of the information contained herein.

Item No.	QTY	MAKE	MODEL/SERIAL #	ITEM DESCRIPTION	LOCATION
285	1			ESPRESSO MACHINE	HOCKEY ARENA - PUB
286	1			BAR BEER FRIDGE	HOCKEY ARENA - PUB
287	3			BEER GLASS CLEANER	HOCKEY ARENA - PUB
288	4			BEER TAPS	HOCKEY ARENA - PUB
289	4			SINKS	HOCKEY ARENA - PUB
290	2			CASH REGISTER	HOCKEY ARENA - PUB
291	2			POP FOUNTAIN	HOCKEY ARENA - PUB
292	52			ALCOHOL BOTTLES	HOCKEY ARENA - PUB
293				MISC DRINKING GLASSES	HOCKEY ARENA - PUB
294				ALCOHOL BOTTLES	HOCKEY ARENA - PUB
295	20			TEGS	HOCKEY ARENA
296	11			HAIR WORK STATIONS	FITNESS CENTER - SALON
297	2			PEDICURE WORK STATIONS	FITNESS CENTER - SALON
298	4			DISPLAY CASES	FITNESS CENTER - SALON
299	1			LG PLASMA TV	FITNESS CENTER - SALON
300	1			LUXOR PLASMA TV	FITNESS CENTER - SALON
301	3			HAIR WASHING STATIONS	FITNESS CENTER - SALON
302	2			WHALE SPA PEDICURE STATIONS	FITNESS CENTER - SALON

This schedule has been prepared from information available to the Receiver. The Receiver makes no representation as to the accuracy or completeness of the information contained herein.

Item No.	QTY	MAKE	MODEL/SERIAL #	ITEM DESCRIPTION	LOCATION
242	1		302090B	COMPRESSOR 2	HOCKEY ARENA
243	1		CC029A	COOLING BRINE SUPPLY	HOCKEY ARENA
244	1		DLRA-208	SURGE DRUM (AMMONIA)	HOCKEY ARENA
245	1	TOROMONT		CONTROL PANEL	HOCKEY ARENA
246	1		4000E		HOCKEY ARENA
247	1	ZAMBONI	795G	ICE RESURFACER + MODEL 520	HOCKEY ARENA
248	1			REVERSE OSMOSIS	HOCKEY ARENA
249	1			HEATING BRINE RETURN	HOCKEY ARENA
250	1			REVERSE OSMOSIS	HOCKEY ARENA
251	1			OSMOSIS HEATER	HOCKEY ARENA
252	1			BOOKING ROOM (DESK AND 2 COMPUTERS)	HOCKEY ARENA
253	1			CONVENER OFFICE (DESK AND 2 COMPUTERS)	HOCKEY ARENA
254	1			FRONT DESK (Hockey operations - two computers and time clock)	HOCKEY ARENA
255	1			SCISSOR LIFT	HOCKEY ARENA
256	1			FOOSBALL TABLE	HOCKEY ARENA
257	1			POOL TABLE	HOCKEY ARENA
258				FRAMED JERSEYS (MONTREAL, CANADA, OREGON CANADA, TAMPA, OTTAWA, TORONTO, COLOMBUS, IA, TORONTO, FLORIDA)	HOCKEY ARENA
259	4			ARCADE GAME	HOCKEY ARENA
260	12			TELEVISIONS	HOCKEY ARENA - PUB
261	8			BEER SIGNS	HOCKEY ARENA - PUB
262				OFFICE WITH PRINTER	HOCKEY ARENA
263				CABLE BOX X4, ELABS SW908 HD MATRIX SWITCH, SATELLITE RECEIVERS X2, SONY 800 CD STORAGE, PEAVY CSROOH AMPLIFIER, 12 INCH DVD PLAYER, TOSHIBA 14 INCH MONITOR, PROTEX SAFE.	ENTERTAINMENT ROOM
264	2	IMPERIAL		DEEP FRYER	HOCKEY ARENA - PUB
265	1	IMPERIAL		CHARCOL GRILL	HOCKEY ARENA - PUB
266	1	IMPERIAL		GAS GRILL	HOCKEY ARENA - PUB
267	1	IMPERIAL		OVEN WITH 4 BURNERS AND STAINLESS STEEL STAND	HOCKEY ARENA - PUB
268	1			DISPLAY FRIDGE	HOCKEY ARENA - PUB
269	1	T-FAL	AVANTF	TOASTER	HOCKEY ARENA - PUB
270	1	SILVER KING		FREEZER FRIDGE	HOCKEY ARENA - PUB
271	1			PREP TABLE WITH FRIDGE	HOCKEY ARENA - PUB
272	1	GE		MICROWAVE OVEN	HOCKEY ARENA - PUB
273	1			ICE MAKER	HOCKEY ARENA - PUB
274	1	NEWCO		COFFEE MAKER	HOCKEY ARENA - PUB
275	1	TURBOFAN	32 MAX	OVEN	HOCKEY ARENA - PUB
276	1	BAKERS PRIDE		PIZZA OVEN	HOCKEY ARENA - PUB
277	2	CURTIS		WALK-IN FREEZER	HOCKEY ARENA - PUB
278	1	ZEP		WASHING MACHINE	HOCKEY ARENA - PUB
279	1	DANBY		FREEZER	HOCKEY ARENA - PUB
280	54			BAR CHAIRS	HOCKEY ARENA - PUB
281	5			LARGE BAR TABLES	HOCKEY ARENA - PUB
282	2			SQUARE BAR TABLES	HOCKEY ARENA - PUB
283	15			BOOTHES	HOCKEY ARENA - PUB
284	3			LARGE ROUND BOOTHES	HOCKEY ARENA - PUB

This schedule has been prepared from information available to the Receiver. The Receiver makes no representation as to the accuracy or completeness of the information contained herein.

Item No.	QTY	MAKE	MODEL/SERIAL #	ITEM DESCRIPTION	LOCATION
190				ACER CPU, HUBS 2, LINKSYS HUB, NETGEAR, TP-LINK, DELL HUB, CORAL-IPX 300 SERVER, COLISIUM APPLIFIER, CISCO MODEM, BILLION MODEM, D-LINK AC LINE, ACER CPU, DELL CPU,	FITNESS CENTER
191				N-PATROL SURVEILLANCE EQUIPMENT, 16 PORT HUB 5 UNITS, 79 CAMERAS, DIRECT UPS 2 UNITS	FITNESS CENTER
192				BOARDROOM TABLE, 6 CHAIRS	FITNESS CENTER
193				OFFICE FURNITURE, COMPACT CPU, ACR MONITOR 2, BROTHER PRINTER	FITNESS CENTER
194	1	YORKVILLE	AP4040	STEREO SYSTEM	FITNESS CENTER
195	1	SONY	XBR	TV	FITNESS CENTER
196	1	KL	2403	SOJAT PRESS	FITNESS CENTER
197	1	KL	2203	MID ROW	FITNESS CENTER
198	1	KL	2301	BENCH PRESS	FITNESS CENTER
199	1	KL	2101	SEAT DIP	FITNESS CENTER
200	1	KL	2201	CHIN UP	FITNESS CENTER
201	1	KL	2410	SEAT LEG PRESS	FITNESS CENTER
202	1			CPU	FITNESS CENTER
203				MISC KIDS TOYS	FITNESS CENTER
204	1	WASCOMAT	TD 75	DRYER	FITNESS CENTER
205	1	WASCOMAT	TD 75	DRYER	FITNESS CENTER
206	1	GE		WASHING MACHINE	FITNESS CENTER
207	1	WASCOMAT	EXSM230C	WASHING MACHINE	FITNESS CENTER
208	1	WASCOMAT	EXSM685C	WASHING MACHINE	FITNESS CENTER
209	1	KENT		FLOOR SWEEPER	FITNESS CENTER
210	1	DANBY		FRIDGE	FITNESS CENTER
211				MOPS, SUPPLIES, WATER COOLER,	FITNESS CENTER
212	8	TRITON 2		SAND FILTERS	POOL
213	1	PENTAIR		WATER PUMP 3HP	POOL
214	1	LEESON		WATER PUMP 3HP	POOL
215	1	BALDOR		WATER PUMP 3HP	POOL
216	1	STAR RITE		WATER PUMP 3HP	POOL
217	1	STAR RITE		WATER PUMP 1.5HP	POOL
218	1	POOLCOM	CAT 4000	WATER QUALITY CONTROLLER	POOL
220	1	POOLCOM	CAT 4000	WATER QUALITY CONTROLLER	POOL
221	1			MISC CHEMICALS AND FILTERS	POOL
222	1	YARD WORKS		SNOW BLOWER 10.5 HP	POOL
223	1	H-E2		POOL HEATER	POOL
224	1	STAR RITE	SR400HQ	POOL HEATER	POOL
225	1	POOLCOM	CAT 4000	WATER QUALITY CONTROLLER	POOL
226	1	ALLIED		BUOY HOT GAS BOILER	POOL
228	1	SMART WATER		WATER PURIFIER	POOL
229	1	STEAM MASTER	HC-24	STEAM GENERATOR	POOL
230	1	STEAM MASTER	BC-18	STEAM GENERATOR	POOL
233	1			POOL HEATER	POOL
234	1	BURKAY GENESIS	EMC 5000	GAS BOILER	POOL
235	2		TS09A	HOT WATER TANK	POOL
236	1	BURKAY GENESIS	GSW500200	GAS BOILER	POOL
237	1			TV CABLE SYSTEM	POOL
239	1	SUN CAPSULE	VHR	TANNING BOOTH	POOL
240	1		502089	UNDERFLOOR PUMP	HOCKEY ARENA
241	1		8000189A	COMPRESSOR 1	HOCKEY ARENA

This schedule has been prepared from information available to the Receiver. The Receiver makes no representation as to the accuracy or completeness of the information contained herein.

Item No.	QTY	MAKE	MODEL/SERIAL #	ITEM DESCRIPTION	LOCATION
151	1			SUNBIRE OVEN	FITNESS CENTER - RESTAURANT
152	1			GAS COOKTOP	FITNESS CENTER - RESTAURANT
153	1			DOUBLE BASKET DEEP FRYER	FITNESS CENTER - RESTAURANT
154	1			GARLENT CHARCOAL GRILL	FITNESS CENTER - RESTAURANT
155	1			BAKERS PRIDE BAKING OVEN	FITNESS CENTER - RESTAURANT
156	1			HASCO BEVERAGE FRIDGE	FITNESS CENTER - RESTAURANT
157	1			ARCTIC AIR STANDUP FREEZER	FITNESS CENTER - RESTAURANT
158	1			WALKIN COOLER	FITNESS CENTER - RESTAURANT
159	1			DOUBLE DISH SINK	FITNESS CENTER - RESTAURANT
160	2			7 FOOT PREP STATION	FITNESS CENTER - RESTAURANT
161	1			PREP STATION WITH COOLING	FITNESS CENTER - RESTAURANT
162	1			DISHWASHER	FITNESS CENTER - RESTAURANT
163	1			10 FOOT HOOD VENT	FITNESS CENTER - RESTAURANT
164	1			BROTHER PRINTER	FITNESS CENTER - RESTAURANT
165	1			ARAKMARK COFFEE MAKER	FITNESS CENTER - RESTAURANT
166	1			HAMILTON BEACH COFFEE MAKER	FITNESS CENTER - RESTAURANT
167	1			DYNEX 22" TELEVISION	FITNESS CENTER - RESTAURANT
168	1			DANBY MICROWAVE	FITNESS CENTER - RESTAURANT
169				ACER MONITOR, HMC MONITOR 2 UNITS, SAMSUNG MONITOR, ACER CPU 2 UNITS, LENOVO CPU	FITNESS CENTER
170				OFFICE FUR, DYNEX PLASMANITURE, ACER CPU, ACER MONITOR, GATEWAY CPU, HP MONITOR	FITNESS CENTER
171				LG FRIDGE, SHOP VAC, MISC WORK OUT EQUIPMENT,	FITNESS CENTER
172	8			DISPLAY CASES	FITNESS CENTER
173	1	PANASONIC		PROJECTOR	FITNESS CENTER
174	5			DISPLAY CASES WITH INVENTORY	FITNESS CENTER
175	1	HP		CPU, SCANNER & MONITOR	FITNESS CENTER
176	1	DANBY		FRIDGE	FITNESS CENTER
177				MISC FURNITURE	FITNESS CENTER
178				FREE STANDING TRAINING BAGS 3 UNITS, MISC BOXING PADS	FITNESS CENTER
179				OFFICE FURNITURE, ACER ASHIRE CPU/MONITOR	FITNESS CENTER
180				OFFICE FURNITURE & CPU DELL	FITNESS CENTER
181				OFFICE FURNITURE, ACER CPU, SAMSUNG MONITOR, ALTRA CPU, LEXMARK PRINTER	FITNESS CENTER
182	1	OKI	553640	PHOTOCOPIER	FITNESS CENTER
183	1	BROTHER	2820	FAX	FITNESS CENTER
184				OFFICE FURNITURE, MAXENT PLASMA, SOFA, SYLVANIA BAR FRIDGE, ACER CPU, HANN'S MONITOR	FITNESS CENTER
185				OFFICE FURNITURE, LENOVO CPU, APC BATTERY, BROTHER PINTER, ACER MONITOR,	FITNESS CENTER
186				OFFICE FURNITURE, ACER CPU, DANBY BAR FRIDGE, ACER MONITOR	FITNESS CENTER
187				EMACHINES CPU, HP MONITOR	FITNESS CENTER
188	2			SONY TV	FITNESS CENTER
189				APC 3-ULTRAS, ASUS SERVER, VIEWSONIC MONITOR, FARGO CREDIT MACHINE	FITNESS CENTER

This schedule has been prepared from information available to the Receiver. The Receiver makes no representation as to the accuracy or completeness of the information contained herein.

Item No.	QTY	MAKE	MODEL/SERIAL #	ITEM DESCRIPTION	LOCATION
104	1	CYBEX		CYBEX EAGLE CHEST PRESS	FITNESS CENTER
105	1	LifeFitness	FZRWOOD0525	ROW/REAR DELTOID	FITNESS CENTER
106	1	LifeFitness		FIXED PULLDOWN	FITNESS CENTER
107	1	HAMMER STRENGTH		FRONT MTS PULDOWN	FITNESS CENTER
108	1	HAMMER STRENGTH		MYS ROW	FITNESS CENTER
109	1	LifeFitness		SEATED ROW	FITNESS CENTER
110	1	HAMMER STRENGTH		FRONT MTS PULLDOWN	FITNESS CENTER
111	1	LifeFitness		ASSISTED DIP BENCH	FITNESS CENTER
112	1	LifeFitness	PSPLYE002311	PECTORAL & REAR DELTOID	FITNESS CENTER
113	1			BARBELL FRAME WITH 10 BARBELLS DIFFERENT WEIGHTS	FITNESS CENTER
114	1	CONCEPT 2		ROPPER ROWING	FITNESS CENTER
115	1			MESSAGE TABLE	FITNESS CENTER
116	1			1 BACK WITH 145 BARBELLS VARIOUS SIZES	FITNESS CENTER
117	1	LifeFitness	CMIDAP...	DUAL ADJUSTABLE PULLEY	FITNESS CENTER
118	1	PRECORE		WEIGHT BENCH PRESS	FITNESS CENTER
119	1	MONARK		PEAK BIKE, OFFICE SONY MONITOR, HP PRINTER	FITNESS CENTER
120	1	V MAX		GLUCOSE LACTATE ANALYSER	FITNESS CENTER
121	2			LOCKER	FITNESS CENTER
122	1			OFFICE, ACER COMPUTER, LG MONITOR, KEYBOARD	FITNESS CENTER
123	1			OFFICE, ACER MONITOR, OPTIPLEX 745	FITNESS CENTER
124	1			OFFICE	FITNESS CENTER
125	1	KYOCERA KM-5050	PPK6400239	PHOTOCOPIER	FITNESS CENTER
126	1	GIANT DRAGON		PING PONG TABLE	FITNESS CENTER
127				MISC MACHINES IN STORAGE ROOM	FITNESS CENTER
128				MISC MACHINES IN STORAGE ROOM	FITNESS CENTER
129				MISC MACHINES IN STORAGE ROOM	FITNESS CENTER
130				OFFICE, VERTICON, ACER MONITOR, PHONE	FITNESS CENTER
131				OFFICE, HP MONITOR, ASPIRE COMPUTER, PHONE	FITNESS CENTER
132				OFFICE, ACER COMPUTER, MONITOR, PHONE	FITNESS CENTER
133				OFFICE, ACER MONITOR, PHONE, SAYD HUSE MONITOR	FITNESS CENTER
134	14			BOSU BALLS	FITNESS CENTER
135	22	REBOK		CORE PLATFORMS	FITNESS CENTER
136	19	SPORTS SMITH		TRAINING BALLS	FITNESS CENTER
137	14	REBOK		STEP DECK	FITNESS CENTER
138	2	PEAVEY		SPEAKERS	FITNESS CENTER
139				MISC WEIGHTS	FITNESS CENTER
140				MISC WEIGHTS	FITNESS CENTER
141	2	PEAVEY		SPEAKERS	FITNESS CENTER
142	1	CROWN	XLS 402	STEREO MIXER	FITNESS CENTER
143	19	LEMOND	REVMASTER	SPINNING BIKES	FITNESS CENTER
144	10	ER	GTS	GRAVITY TRAINING SYSTEM	FITNESS CENTER
145	1	CONCEPT 2		INDOOR ROWER	FITNESS CENTER
146	22			TABLES	FITNESS CENTER - RESTAURANT
147	95			CHAIRS	FITNESS CENTER - RESTAURANT
148	6			BAR CHAIRS	FITNESS CENTER - RESTAURANT
149	1			KENMORE MICROWAVE	FITNESS CENTER - RESTAURANT
150				MISC DINNERWARE	FITNESS CENTER - RESTAURANT

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Item No.	QTY	MAKE	MODEL/SERIAL#	ITEM DESCRIPTION	LOCATION
50	1	THE CORE		CORE STRENGTH	FITNESS CENTER
51	3	LifeFitness		BIKE	FITNESS CENTER
52	1	EPIC STRENGTH		ABDOMINAL	FITNESS CENTER
53	1	HAMMER STRENGTH		ABDOMINAL	FITNESS CENTER
54	1	LifeFitness		ABDOMINAL	FITNESS CENTER
55	1	LifeFitness		ABDOMINAL	FITNESS CENTER
56	1	Technogym		ELYPTICAL	FITNESS CENTER
57	2	PRECORE		ELYPTICAL	FITNESS CENTER
58	3	PRECORE		ELYPTICAL	FITNESS CENTER
59	1			ABDOMINAL	FITNESS CENTER
60	1			ABDOMINAL	FITNESS CENTER
61	1	PRECORE		ABENCH	FITNESS CENTER
62	1	PRECORE		ABENCH	FITNESS CENTER
63	1	LifeFitness		ABDOMINAL	FITNESS CENTER
64	1	PRECORE		LEG RAISES	FITNESS CENTER
65	2	STARTRAC		BIKE	FITNESS CENTER
66	15	LifeFitness		TREADMILL	FITNESS CENTER
67	11	LifeFitness		TREADMILL	FITNESS CENTER
68	102	IRON STRENGTH		FREE WEIGHT RACK (VARIOUS SIZES)	FITNESS CENTER
69	2	HAMMER STRENGTH		BAR BELLS X10	FITNESS CENTER
70	9	HAMMER STRENGTH		VARIOUS BENCHES	FITNESS CENTER
71	6	HAMMER STRENGTH		VARIOUS BENCH PRESSES	FITNESS CENTER
72	4	HAMMER STRENGTH		PLATE RACKS (APPROX 80 PLATES TOTAL)	FITNESS CENTER
73	1	TRUE STRETCH		TRUE STRETCH	FITNESS CENTER
74	2	HAMMER STRENGTH	MTSK00210	KNEELING CURL	FITNESS CENTER
75	1	TUFF STUFF		WEIGHT PLATFORM (APPROX 24 PLATES)	FITNESS CENTER
76	1	HAMMER STRENGTH		PRESS MACHINES (APPROX 2X WEIGHTS)	FITNESS CENTER
77	1	HAMMER STRENGTH		Shoulder Press	FITNESS CENTER
78	1	HAMMER STRENGTH		LATERAL PRESS	FITNESS CENTER
79	1	HAMMER STRENGTH		PULLOVER	FITNESS CENTER
80	1	HAMMER STRENGTH		LATERAL PRESS	FITNESS CENTER
81	1	HAMMER STRENGTH		LEG PRESS	FITNESS CENTER
82	1	HOIST	Z662	BACK EXTENSION	FITNESS CENTER
83	1	LifeFitness		LEG CURL	FITNESS CENTER
84	1	HAMMER STRENGTH		SEATED CALE	FITNESS CENTER
85	1	HAMMER STRENGTH		GROUND SQUAT	FITNESS CENTER
86	1	HAMMER STRENGTH		LEG EXTENSION	FITNESS CENTER
87	1	HAMMER STRENGTH		SEATED DIP	FITNESS CENTER
88	1	HAMMER STRENGTH		TRICEP EXTENSION	FITNESS CENTER
89	1	HAMMER STRENGTH	MTSB000633	BICEPS CURL	FITNESS CENTER
90	1	HAMMER STRENGTH	MTSSP000574	SHOULDER PRESS	FITNESS CENTER
91	2	LifeFitness		HIP ABDUCTION	FITNESS CENTER
92	1	LifeFitness		EPIC LEG PRESS	FITNESS CENTER
93	1	HAMMER STRENGTH	MTSV000480	V SQUAT	FITNESS CENTER
94	1	LifeFitness		SEATED LEG PRESS	FITNESS CENTER
95	1	LifeFitness		SEATED LEG PRESS	FITNESS CENTER
96	1	CYBEX		CYBEX EAGLE GLUTE	FITNESS CENTER
97	1	EPIC STRENGTH		LAT HIGH ROW	FITNESS CENTER
98	1	EPIC STRENGTH		SHOULDER	FITNESS CENTER
99	1	EPIC STRENGTH		CHEST	FITNESS CENTER
100	1	LifeFitness		CHEST PRESS	FITNESS CENTER
101	1	LifeFitness		CHEST PRESS	FITNESS CENTER
102	1	HAMMER STRENGTH	MTSDP/MTSOP000	MTS DECLINE PRESS	FITNESS CENTER
103	3	HAMMER STRENGTH			FITNESS CENTER

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Forma Fitness/The Pavilion
 130 Rocca Parkway
 Asset Listing

Item No.	QTY	MAKE	MODEL/SERIAL #	ITEM DESCRIPTION	LOCATION
1	1	Technogym		PECTORAL MACHINE	FITNESS CENTER
2	1	LifeFitness	CM119	PULL-DOWN	FITNESS CENTER
3	1	LifeFitness	CM1P00010	SHOULDER PRESS	FITNESS CENTER
4	1	LifeFitness	FZLR00438	LATERAL RAISE	FITNESS CENTER
5	1	LifeFitness	PSSP5E01644	SHOULDER PRESS	FITNESS CENTER
6	1	LifeFitness	FZSP000592	SHOULDER PRESS	FITNESS CENTER
7	1	LifeFitness	FZTP000745	TRICEPS PRESS	FITNESS CENTER
8	1	LifeFitness	PSTED01252	TRICEPS EXTENSION	FITNESS CENTER
9	1	LifeFitness	CMACC	CABLES	FITNESS CENTER
10	1	LifeFitness	CMDAE	CABLES	FITNESS CENTER
11	1	LifeFitness	PSBCS001477	BICEPS CURL	FITNESS CENTER
12	1	LifeFitness	FZEC000584	BICEPS CURL	FITNESS CENTER
13	1	EPIC STRENGTH		BICEPS CURL	FITNESS CENTER
14	1	LifeFitness	PSHCSE000550	HORIZONTAL CALF	FITNESS CENTER
15	1	EPIC STRENGTH		HIP ADDUCTION	FITNESS CENTER
16	1	LifeFitness		TORSION ROTATION	FITNESS CENTER
17	1	LifeFitness	CMRW00004	ROW	FITNESS CENTER
18	1	LifeFitness		BACK EXTENSION	FITNESS CENTER
19	1	CYBEX		BACK EXTENSION	FITNESS CENTER
20	1	LifeFitness		BACK EXTENSION	FITNESS CENTER
21	1	LifeFitness	CMCP000010	CHEST PRESS	FITNESS CENTER
22	1	LifeFitness		FLY	FITNESS CENTER
23	1	LifeFitness		ADJUSTABLE CABLE CROSSOVER (WITH FREE WEIGHTS)	FITNESS CENTER
24	1	LifeFitness		ADJUSTABLE PULLEY (WITH FREE WEIGHTS)	FITNESS CENTER
25	1	LifeFitness		GLUTE	FITNESS CENTER
26	1	LifeFitness		SEATED LEG CURL	FITNESS CENTER
27	1	LifeFitness		LEG EXTENSION	FITNESS CENTER
28	1	LifeFitness		LEG EXTENSION	FITNESS CENTER
29	1	LifeFitness		SEATED LEG CURL	FITNESS CENTER
30	1	LifeFitness	PSHAPSE001185	HIP ABDUCTION	FITNESS CENTER
31	1	LifeFitness	PSHADSE000965	HIP ADDUCTION	FITNESS CENTER
32	5	CYBEX	600A	ELYPTICAL	FITNESS CENTER
33	5	CYBEX	610A	ELYPTICAL	FITNESS CENTER
34	5	STEPMILL	7000PT	STAIRMASTER	FITNESS CENTER
35	3	LifeFitness		SUMMIT TRAINER	FITNESS CENTER
36	8	LifeFitness		ELYPTICAL	FITNESS CENTER
37	2	LifeFitness	55SE	ELYPTICAL	FITNESS CENTER
38	4	STARTRAC		BIKE	FITNESS CENTER
39	2	LifeFitness	55RE	BIKE	FITNESS CENTER
40	3	LifeFitness	55RE	BIKE	FITNESS CENTER
41	2	STARTRAC		TREADMILL (ONE IS OUT OF SERVICE)	FITNESS CENTER
42	2	CYBEX		TREADMILL	FITNESS CENTER
43	5	NORDIC TRAC	9600	TREADMILL (ONE IS OUT OF SERVICE)	FITNESS CENTER
44	4	WOODWAY		TREADMILL	FITNESS CENTER
45	2	CONCEPT 2		ROWING MACHINE	FITNESS CENTER
46	1	NOHE		WEIGHTS	FITNESS CENTER
47	1	Technogym		BACK EXTENSION	FITNESS CENTER
48	1	CYBEX		MACHINE	FITNESS CENTER
49	1			LEG RAISES	FITNESS CENTER

Part 5: Service Contracts

- Merytex Incorporated - Service and Maintenance Agreement
- Quality Property Services - Snow Plowing and Removal Service
- Resurfice Corp. - Quotation for Olympia Millennium Ice Resurfacer

Copies of the above described service contracts and documents (the "Service Contracts") have or will be made available by the Vendor at the request of the Purchaser, solely for the purpose of enabling the Purchaser to undertake its due diligence investigations during the Inspection Period. The Vendor makes no representation or warranty in respect of the accuracy, existence, completeness, validity or enforceability of any of the foregoing Service Contracts.

Part 6: Personal Property

Attached on the following pages.

Part 3: Pending Tax Appeals

To the best of the Vendor's knowledge there are none.

Part 4: Leases, Tenants and Rent Roll

Attached on the following page.

- (2) Inchoate or statutory Liens in respect of construction, renovations or current operations, in respect of which the Vendor has, where applicable, complied with the holdback or other similar provisions or requirements of the relevant construction contracts and of the Construction Lien Act (Ontario) and (i) for which no claim has been registered against the Land and of which no notice in writing has been given to the Vendor pursuant to the Construction Lien Act (Ontario) or otherwise, or (ii) that relate to obligations not yet due.
- (3) Statutory liens and levies and other rights conferred upon, reserved to or vested in the Crown, the public or any municipality or governmental or other public authority by any statutory provision including rights of expropriation, access or user.
- (4) Subsisting reservations, limitations, provisos, conditions or exceptions contained in any grant of the Real Property or any portion thereof or interest therein from the Crown, including reservations of under-surface rights to mines and minerals of any kind including rights to enter, prospect and remove the same, provided same have been complied with in all material respects.
- (5) Unregistered liens, charges, adverse claims, security interests or other encumbrances of any nature claimed or held by any Government Authority.
- (6) The right reserved to or vested in any Government Authority by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of the Person, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof.
- (7) Restrictions, by-laws, regulations, ordinances and similar instruments affecting the use of land or the nature of any structures which may be erected on the Real Property, including zoning, land-use and building by-laws and ordinances; provided same have been complied with in all material respects.
- (8) Minor encroachments over neighbouring land and/ or permitted under agreements with neighbouring landowners and minor encroachments over the Real Property by improvements of neighbouring landowners and/ or permitted under agreements with neighbouring landowners that in either case do not materially impair the use, operation or marketability of the Real Property or any improvements thereon, provided same have been complied with in all material respects.
- (9) Any minor title defects, irregularities, encroachments, easements, rights-of-way, rights to use, servitudes or similar interests revealed by any plan, technical description or survey or certificate of location of the Real Property disclosed to or obtained by the Purchaser or which would be revealed by an up-to-date surveyor certificate of location of the Real Property.
- (10) Servicing agreements, development agreements, site plan agreements, and other agreements including, without limitation, any obligations to deliver letters of credit and other security as required, with any Government Authority pertaining to the use or development of any of the Property, provided same have been complied with in all material respects.