

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

THE HONOURABLE ) MONDAY, THE  
JUSTICE )  
NEWBOULD ) 18<sup>TH</sup> DAY OF APRIL, 2016

BETWEEN:

*(Court Seal)*

**TREZ CAPITAL LIMITED PARTNERSHIP and COMPUTERSHARE TRUST  
COMPANY OF CANADA**



Applicants

and

**WYNFORD PROFESSIONAL CENTRE LTD. and GLOBAL MILLS INC.**

Respondents

**ORDER**

**THIS MOTION**, made by Collins Barrow Toronto Limited, in its capacity as court appointed Receiver (the “**Receiver**”) of the assets, undertakings and properties of the respondent, Wynford Professional Centre Ltd. (the “**Debtor**”), for an order approving the Receiver’s statement of receipts and disbursements attached as Exhibit “K” to the Third Report, approving the Receiver’s activities, fees and disbursements and those of its counsel as set out in the Third Report, discharging Collins Barrow Toronto Limited as the Receiver of the undertaking, property and assets of the Debtor, and releasing the Receiver from any and all liability as set out in paragraph 5

of this order was heard this day at the court house, 330 University Avenue, 8th Floor, Toronto, Ontario.

**ON READING** the Third Report and the exhibits attached thereto, the Affidavit of Bryan A. Tannenbaum sworn April 7, 2016 (the “**Tannenbaum Fee Affidavit**”) and the Affidavit of Michael Cass sworn April 5, 2016 (the “**Cass Fee Affidavit**”) and on hearing the submissions of the lawyer for the Receiver, no other person appearing for any other party although properly served as appears from the affidavit of service filed herein,

#### **Service**

1. **THIS COURT ORDERS** that the time for service of the Receiver’s notice of motion dated April 8, 2016 and the motion record dated April 8, 2016, is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

#### **Approval of Activities**

2. **THIS COURT ORDERS** that the (i) Third Report of the Receiver, (ii) the activities that the Receiver described therein, (iii) the statement of receipts and disbursements contained therein and (iv) the fees and disbursements of the Receiver described therein and in the Tannenbaum Fee Affidavit and the Cass Fee Affidavit be and are hereby approved.

#### **Discharge and Release**

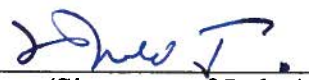
3. **THIS COURT ORDERS** that upon completion of the Remaining Duties as set out in the Third Report (and upon the Receiver filing a certificate certifying that it has completed the other activities described in the Third Report), the Receiver shall be discharged as receiver of the undertaking, property and assets of the Debtor, provided however that notwithstanding its

discharge herein (a) the Receiver shall remain receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Collins Barrow Toronto Limited in its capacity as receiver.

4. **THIS COURT ORDERS** that the Receiver shall have no other obligations or duties other than to complete the Remaining Duties from the date of the within order until filing of the certificate as referenced in paragraph 3 of the within order.

5. **THIS COURT ORDERS AND DECLARES** that Collins Barrow Toronto Limited is hereby released and discharged from any all liabilities that it had incurred pursuant to any and all Receiver Certificates issued for funding of the Receivership.

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

  
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(Signature of Judge)

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

APR 18 2016

PER / PAR: 

**TREZ CAPITAL LIMITED PARTNERSHIP et al.**  
Applicants

**WYNFORD PROFESSIONAL CENTRE LTD. et al.**  
Respondents

Court File No. CV-14-10493-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**

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Lawyers for Collins Barrow Toronto Limited,  
the court appointed receiver of the Respondents

RCP-E 4C (July 1, 2007)