

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

2292912 ONTARIO INC.

Applicant

- and -

2380009 ONTARIO LIMITED

Respondent

SIXTH REPORT OF THE RECEIVER OF
2380009 ONTARIO LIMITED

July 16, 2018

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I. INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (Commercial List) (“**Court**”) dated February 7, 2017 (the “**Appointment Order**”), Collins Barrow Toronto Limited was appointed receiver (the “**Receiver**”), without security, of all of the assets, undertakings and properties of 2380009 Ontario Limited (“**238**” or the “**Debtor**”) acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof. Torkin Manes LLP (“**Torkin Manes**”) is counsel to the Receiver. A copy of the Appointment Order is attached to this report as **Appendix “A”**.
2. On December 5, 2017, Justice Hainey made an Order (the “**Substitution Order**”) that the name RSM Canada Limited (“**RSM**”) be substituted in place of the name Collins Barrow Toronto Limited in respect of this proceeding (and other mandates on which it is acting). A copy of the Substitution Order is attached hereto as **Appendix “B”**.
3. 238 is an Ontario corporation incorporated on July 9, 2013. The corporation was a single purpose corporation holding legal and beneficial title to certain lands and a free standing industrial building located thereon at 2370 South Sheridan Way, Mississauga, Ontario (the “**Property**”).
4. The building located on the Property was occupied by a single tenant, BuiltRite Technologies Inc. (“**BuiltRite**”), a related company to 238. BuiltRite occupied the Property from February 1, 2014 to August 8, 2017 pursuant to a lease between BuiltRite and 238 dated January 15, 2014 (the “**Lease**”).

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5. The Receiver has been administering the receivership on the assumption that the only assets of 238 are the Property and any amounts that may be owing to 238 by BuiltRite. The Receiver has been advised by 238 that no financial statements have ever been prepared for 238.

II. RELEVANT PROCEDURAL HISTORY OF RECEIVERSHIP

6. Following its appointment, the Receiver brought a motion, returnable on May 29, 2017, seeking certain relief in connection with the Property, including authorization to enter into a listing agreement in respect of same and to market the Property for sale. On May 29, 2017, Justice Pattillo made an Order, (the "**May 29 Order**"), a copy of which is attached hereto as **Appendix "C"**, that states, *inter alia*:

- (a) the Receiver was authorized to:
- (i) enter into a listing agreement (the "**CBRE Listing Agreement**") with CBRE Limited ("**CBRE**") for the marketing for sale of the Property; and
 - (ii) list the Property for sale and market the Property to prospective purchasers; and
- (b) as of June 21, 2017 the Receiver was authorized to terminate the Lease on 45-days' notice, at the end of which period vacant possession was to be delivered to the Receiver.

7. Following issuance of the May 29 Order, the Receiver encountered difficulty in obtaining access to the Property, which continued to be occupied by BuiltRite, for

the purposes of providing tours to prospective purchasers. Furthermore, BuiltRite continued to be in breach of certain obligations pursuant to the Lease.

8. These issues precipitated Court attendances on July 6, 2017 and July 21, 2017. On July 21, 2017, Justice Conway made an Order (the “**July 21 Order**”), a copy of which is attached hereto as **Appendix “D”**:

(a) declaring that a Notice of Termination of Lease issued by the Receiver on June 22, 2017 in respect of the Lease was properly issued and that the Lease was terminated effective as of August 8, 2017 (the “**Termination Date**”); and

(b) ordering BuiltRite and 238 to deliver vacant possession of the Property upon the Termination Date.

9. The Receiver took possession of the Property on August 8, 2017 and proceeded to market the property for sale with CBRE in accordance with the CBRE Listing Agreement approved by this Honorable Court as referenced above.

10. On November 23, 2017, following completion of the marketing process for the Property, the Receiver brought a motion, returnable on December 5, 2017, for the purpose of, *inter alia*:

(a) seeking approval of the sale of the Property (the “**Approval & Vesting Order**”); and

(b) seeking the advice and direction of the Court as to the nature and priority of certain claims asserted by Eco Energy Home Services Inc. (“**Eco**”).

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11. A second motion for advice and directions was brought by Eco, also returnable on December 5, 2017, seeking a declaration that Eco was the beneficiary of a trust in respect of proceeds received by the Receiver in connection with the Property.
 12. On December 5, 2017, Justice Conway:
 - (a) granted the Approval and Vesting Order sought by the Receiver, a copy of which is attached hereto as **Appendix “E”**;
 - (b) granted an additional Order (the **“Ancillary Relief Order”**) concerning various ancillary relief. A copy of the Ancillary Relief Order is attached hereto as **Appendix “F”**; and
 - (c) adjourned the motion for advice and directions respecting Eco’s claim to January 10, 2018 in order to permit settlement discussions to take place between counsel, with a view to resolving the question of Eco’s trust claims. A copy of the Endorsement of Justice Conway is attached hereto as **Appendix “G”**.
 13. Prior to the return of the motion for advice and directions, Eco and the directly affected parties agreed to terms of settlement in principle for the resolution of Eco’s claims, which settlement was supported by the Receiver.
 14. At the return on January 10, 2018, Justice Conway made an Endorsement (the **“January 10 Endorsement”**) that reads, in part: “The Eco Trust Claim has now been resolved in principle. The [Receiver] is bringing a motion for approval of same, likely unopposed. Motion set for 30 minutes on Jan 24, 2018...” A copy of the January 10 Endorsement is attached hereto as **Appendix “H”**.

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15. On January 24, 2018, the Receiver's Motion for approval of the Eco settlement was heard and an Order was issued by Justice Hainey (the "**January 24 Order**"), a copy of which is attached hereto as **Appendix "I"**:
- (a) approving the Eco Settlement and the payment to Eco by the Receiver of the settlement amount of \$25,000 and authorizing the Receiver to enter into and complete the Eco Settlement as defined in the Receiver's Fifth Report to the Court dated January 16, 2018 (the "**Fifth Report**");
 - (b) releasing to the Receiver the balance of the Segregated Eco Funds (as defined in the Fifth Report) for use in the administration of the receivership or otherwise for distribution to the creditors of 238; and
 - (c) approving the Fifth Report and the Receiver's activities described therein.
16. The orders and reports referred to in this report, together with related Court documents, are posted on the Receiver's website, which can be found at <http://rsmcanada.com/what-we-do/services/consulting/financial-advisory/restructuring-recovery/current-restructuring-recovery-engagements/2380009-ontario-limited.html>

Purpose of Sixth Report

17. The purpose of this sixth and final report of the Receiver (the "**Sixth Report**") is to:
- (a) report to the Court on the activities of the Receiver since the date of the Fifth Report;
 - (b) report to the Court on the status of the Receiver's communications with Canada Revenue Agency ("**CRA**") in respect of the potential income tax liability arising from the completion of the sale of the Property, CRA's deemed trust claim and other tax matters;

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- (c) provide the Court with a summary of the Receiver's cash receipts and disbursements for the period from February 7, 2017 to July 6, 2018 (the "R&D"); and
- (d) seek an order:
- a. authorizing the Receiver to pay the Proposed Distribution (as defined herein);
 - b. approving the Sixth Report, the Receiver's conduct and activities described therein and the R&D;
 - c. approving the fees and disbursements of the Receiver and of the Receiver's counsel, from January 1 to July 6, 2018 and January 3 to July 6, 2018, respectively;
 - d. authorizing the Receiver to pay to the Second Mortgagees any funds received in connection with the receivership (the total of which is not to exceed the amounts owing to the Second Mortgagees);
 - e. authorizing the Receiver to make Future Distributions (as defined herein) and to authorize RSM, as former Receiver, to assist in realizing on these amounts as may be reasonably required; and
 - f. terminating these proceedings and discharging RSM from the powers, duties and obligations attendant to its appointment as Receiver effective upon the filing of the Receiver Discharge Certificate indicating that the Receiver has completed the Remaining Duties (as defined herein).

Terms of Reference

18. In preparing this Sixth Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the “**Information**”). Certain of the information contained in this Sixth Report may refer to, or is based on, the Information. As the Information has been provided by other parties, or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited 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 CPA Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
19. Unless otherwise stated, all dollar amounts contained in the Sixth Report are expressed in Canadian dollars.

III. CLAIMS OF CANADA REVENUE AGENCY (“CRA”)

Potential Capital Gains Tax Liability

20. As set out in the Fifth Report, a copy of which (without appendices save and except Appendices “O” and “P”) is attached hereto as **Appendix “J”**, as the sale price of the Property exceeded the price paid for it by 238, the Receiver requested confirmation from CRA that CRA would not take the position that the Receiver bore liability for any capital gains tax payable as a result of the sale of the Property. Such confirmation was not immediately forthcoming from CRA, whose

representatives advised the Receiver that CRA wished to consider its position in this regard.

21. The Receiver and Torkin Manes engaged in discussions and correspondence with CRA and the Department of Justice in relation to this issue, with the Receiver adopting the position that it was not liable for any such taxes.
22. On March 20, 2018, the Receiver obtained confirmation from the Department of Justice that CRA views the capital gains tax arising from the sale of the Property to be solely the liability of 238 and not a liability of the Receiver.

Deemed Trust Claim of CRA

23. The Receiver prepared and filed the outstanding pre- and post- receivership HST returns for 238's HST RT0001 account, based upon such information as was available to the Receiver. Due to rental revenue received and not previously reported by 238, the filings resulted in a pre-receivership HST liability owing by 238.
24. In correspondence dated June 22, 2018, a copy of which is attached hereto as **Appendix "K"**, CRA advised the Receiver that the amount of \$71,356.52 was owing to CRA on account of 238's pre-receivership HST liability and that \$60,535.80 of this amount constituted a deemed trust (the "**Deemed Trust**").
25. The Receiver has paid to CRA the Deemed Trust amount.

Corporate Tax Returns

26. The Receiver had initially intended to seek to recover from CRA HST Input Tax Credits arising during the post-receivership period ("**Post HST ITC's**").

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27. As of April 30, 2018, the Post HST ITC's claimed by the Receiver totaled \$112,792.69 (the "HST Refund"). However, in discussions with CRA relating to the potential HST Refund, CRA advised that unless all HST and corporate tax returns for 238 were filed, the HST Refund would not be released. No corporate income tax returns had ever been filed by 238.
28. As a result of missing and incomplete financial information for 238, any income tax returns required to be filed on behalf of 238 would need to have been substantially qualified by the Receiver with the Receiver's assumptions. It was accordingly not certain that such returns would be accepted by CRA for the intended purpose.
29. In an effort to avoid this circumstance, the Receiver had submitted to CRA a *Request by an Insolvency Practitioner for a Waiver of the Requirement to file a T2 Corporation Income Tax Return under Subsection 220(2.1) of the Income Tax Act* ("RC342"). If CRA accepted the Receiver's request, then CRA would not require the filing of the 238 corporate income tax returns before payment of any refund associated with 238's Post HST ITC's. Until recently, the Receiver had received no response from CRA in connection with the submitted RC342 nor any indication as to whether it would be approved by CRA.
30. On May 7, 2018, the Receiver received written confirmation from CRA that:
- (a) the RC342 application completed by the Receiver had been accepted;
 - and
 - (b) the Receiver would not be required to file the outstanding corporate income tax returns for the taxation years ending from July 31, 2013 to July 31, 2017, as would otherwise have been necessary.

31. CRA further confirmed that it would update its systems to reflect the approval of the RC342 and that a refund in connection with Post HST ITC's would be released to the Receiver. Attached hereto as **Appendix "L"** is a copy of the May 7 correspondence received from CRA.

32. The Receiver has now received payment of the HST Refund plus accrued interest of \$612.09.

IV. COMPLETION OF SETTLEMENT OF ECO ENERGY HOME SERVICES INC. CLAIMS

33. All settlement documentation has been executed and exchanged by the affected parties. The Receiver has completed the Eco Settlement and paid the settlement funds to Eco.

V. RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

34. Attached to this report as **Appendix "M"** is the Receiver's Interim Statement of Receipts and Disbursements for the period February 7, 2017 to July 6, 2018 ("**R&D**"). As set out in the R&D, the excess of cash receipts over disbursements, after consideration of the payments to the first mortgagee and Eco of \$3,667,914 and \$25,000, respectively, is \$1,852,347.

VI. PROPOSED DISTRIBUTION TO SECOND MORTGAGEES

35. The Receiver proposes to make a distribution to the secured creditor holding the second mortgage registered against title to the Property. The second mortgage

on the Property in the principal amount of \$2,600,000.00 was registered in favour of (i) Atlantic (HS) Capital Inc. as to 26.92%, (ii) Atlantic Advantage Management Inc. as to 34.62% and (iii) 2382603 Ontario Inc. ("**2383603**") as to 38.46% (the "**Second Mortgagees**").

36. The Receiver has received Torkin Manes' opinion that, subject to the usual qualifications, the second mortgage was validly registered against title to the Property in second priority. Given that the first mortgage has been fully repaid, the second mortgage now ranks first in priority among registered encumbrances against title to the Property by date of registration. A copy of Torkin Manes' letter of opinion is attached hereto as **Appendix "N"**.
37. The Receiver has obtained a mortgage discharge statement from the Second Mortgagees that indicates that the amount owing to the Second Mortgagees as of July 23, 2018 will be \$3,751,018.25. A copy of the mortgage statement is attached hereto as **Appendix "O"**.
38. On November 14, 2017, in connection with litigation between Fan Xiao Bing a.k.a. Angela Fan as Plaintiff, and numerous parties including the Second Mortgagees, the Court made an Order (the "**Fan Order**") directing, *inter alia*, that 40% of 2383603's entitlement to any proceeds from the sale of the Property shall be paid to the trust account of Advocates LLP, up to the amount of \$475,000. A copy of the Fan Order is attached hereto as **Appendix "P"**.
39. The Receiver proposes to make a distribution to the Second Mortgagees. As set out in Paragraph 34 above, the excess of cash receipts over disbursements is

\$1,852,347. The Receiver proposes to retain \$52,347 as a holdback (the “**Holdback**”).

40. The Holdback will be used to pay the accounts of the Receiver and its counsel for time incurred subsequent to July 6, 2018. The Holdback remaining, after completion by the Receiver of the Remaining Duties, including the payment of the Receiver's and its counsel's accounts, will be paid to the Second Mortgagees and to Advocates.
41. Taking the above into account, the Receiver proposes to make a distribution of \$1,800,000 to (the “**Proposed Distribution**”):

Payee	Percentage	Distribution Amount
Atlantic (HS) Capital Inc.	26.920	\$484,560
Atlantic Advantage Management Inc.;	34.620	\$623,160
2383603	23.076	\$415,368
Advocates LLP	15.384	\$276,912
Total	<u>100.000</u>	<u>\$1,800,000</u>

42. The Receiver proposes to pay the balance of the Holdback, plus any additional amounts that may be received by the Receiver, to the above parties using the same percentage allocation as set out in Paragraph 41, provided that (i) the total amount payable to the Second Mortgagees is less than \$3,751,018.25, representing the amount owing to the Second Mortgagees, and (ii) the amount payable to Advocates LLP does not exceed \$475,000 (“**Future Distributions**”).

VII. RECEIVER'S DISCHARGE

43. As the Receiver's administration is substantially complete, and in order to avoid the costs of making a motion to the Court to obtain the Receiver's discharge, the Receiver is presently seeking an order discharging RSM from the powers, duties and obligations attendant to its appointment as Receiver. The Receiver is proposing that the Discharge Order become effective on the day that the Receiver files with the Court a Certificate in which the Receiver certifies that the Receiver has completed the Remaining Duties (defined below).
44. A copy of the proposed Discharge Order, including the form of Receiver Certificate ("**Receiver Discharge Certificate**"), is attached hereto as Appendix "Q". The Receiver brings to the Court's attention that the proposed Discharge Order provides for the Receiver, following the discharge of the Receiver, to distribute to the Second Mortgagees any additional funds that come into the hands of the Receiver using the same percentage allocation as set out in Paragraph 41, provided that (i) the total amount payable to the Second Mortgagees is less than \$3,751,018.25, representing the amount owing to the Second Mortgagees, and (ii) the amount payable to Advocates LLP does not exceed \$475,000.

VIII. REMAINING DUTIES OF THE RECEIVER

45. The Receiver's remaining duties (the "**Remaining Duties**") include the following:
- (a) making the Proposed Distribution;
 - (b) filing HST returns until the date of completion of the administration of this receivership;

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- (c) preparing Interim and Final Statements of Receiver pursuant to s.246(2) and s.246(3) of the Bankruptcy and Insolvency Act;
 - (d) preparing a final statement of receipts and disbursements, a copy of which is to be attached to the Receiver Discharge Certificate;
 - (e) paying the Receiver's fees and disbursements including legal fees and disbursements; and
 - (f) making Future Distributions after completion of the items referenced in (a) to (e) in this Paragraph 45.

46. Once the Receiver has completed its Remaining Duties, the Receiver intends to file a Receiver Discharge Certificate indicating that the Receiver has completed the Remaining Duties, thereby resulting in the Receiver's discharge.

IX. PROFESSIONAL FEES

47. The Receiver's accounts total \$26,671.35 in fees and disbursements plus HST of \$3,467.28 for a total amount of \$30,138.64 for the period January 1 to July 6, 2018 (the "**Receiver's Account**"). A copy of the Receiver's Account, setting out the total billable hours charged per the account, is attached to the Affidavit of Daniel Weisz sworn July 13, 2018 that is attached to this report as **Appendix "R"**.
48. The accounts of the Receiver's counsel, Torkin Manes, total \$32,006.00 in fees, \$1,062.17 in disbursements and \$4,278.06 in HST for a total of \$37,346.23 (the "**Torkin Manes Account**") for the period January 3 to July 6, 2018. A copy of the Torkin Manes Account, together with a summary of the personnel, hours and

hourly rates described in the Torkin Manes Account, supported by the Affidavit of Barry Cohen sworn July 16, 2018, is attached to this report as **Appendix "S"**.

49. The Receiver proposes that accounts rendered by the Receiver and Torkin Manes for the period subsequent to July 6, 2018, be considered to be approved provided that within 30 days following the delivery to Oscar Wong of the Receiver's and Torkin Manes' accounts, no application to the Court is brought by the Second Mortgagees, or any of them, challenging such account(s).

X. CONCLUSION

50. The Receiver respectfully requests that the Court grant an Order:
- (a) authorizing and directing the Receiver to make the Proposed Distribution;
 - (b) approving the Sixth Report, the Receiver's conduct and activities described therein and the R&D;
 - (c) approving the fees and disbursements of the Receiver and of the Receiver's counsel, from January 1, 2018 to July 6, 2018 and from January 3, 2018 to July 6, 2018, respectively;
 - (d) approving the future fees and disbursements of the Receiver and Torkin Manes for the period subsequent to July 6, 2018 provided that within 30 days following the delivery to Oscar Wong of the Receiver's and Torkin Manes' accounts, no application to the Court is brought by the Second Mortgagees, or any of them, challenging such account(s);
 - (e) authorizing the Receiver to make Future Distributions; and

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- (f) terminating these proceedings and discharging RSM from the powers, duties and obligations attendant to its appointment as Receiver effective upon the filing of the Receiver Discharge Certificate.

All of which is respectfully submitted to this Court as of this 16th day of July, 2018.

RSM CANADA LIMITED

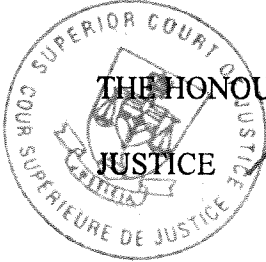
In its capacity as Court Appointed Receiver
of 2380009 Ontario Limited and
not in its personal capacity



Per: Daniel Weisz, CPA, CA, CFF, CIRP, LIT
Senior Vice President

TAB A

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**



THE HONOURABLE
JUSTICE

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7th

DAY, THE

DAY OF FEBRUARY, 2017

2292912 ONTARIO INC.

Applicant

- and -

2380009 ONTARIO LIMITED

Respondent

**ORDER
(appointing Receiver)**

THIS MOTION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing COLLINS BARROW TORONTO LIMITED as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of 2380009 ONTARIO LIMITED (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Andrew Jones sworn April 29th, 2016 and the Exhibits thereto, the Supplementary Affidavit of Andrew Jones sworn May 4th, 2016, the Exhibit thereto, and the Further Supplementary Affidavit of Andrew Jones sworn September 27, 2016 and the Exhibits thereto and on hearing the submissions of counsel for 2292912 Ontario Inc. and 2380009 Ontario Limited, no one appearing for the parties on the Service List although duly

served as appears from the affidavits of service of Gail Fairhart sworn May 5, 2016 and Suzana Perik sworn September 29, 2016 and on reading the consent of COLLINS BARROW TORONTO LIMITED to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, COLLINS BARROW TORONTO LIMITED is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property 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 Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor, including the powers 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 the Debtor;
- (d) 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 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 the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) 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 the Debtor, the Property 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;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
 - (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each 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, and in each case the Ontario *Bulk Sales Act* shall not apply.
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
 - (m) 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 Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
 - (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
 - (o) 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 the Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) 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 the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (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 Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. 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 the Debtor, 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 5 or in paragraph 6 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.

6. 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.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. 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 THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property 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 the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, 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 BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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

11. 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 Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor 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 Debtor 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 the Debtor'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 the Debtor 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

13. 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 Property 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

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. 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

15. 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 Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (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 Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. 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 Property 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 Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. 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

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, 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 Property 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.

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

20. 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 standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. 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 \$500,000 (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 Property 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.

22. 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.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. 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.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) 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 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Protocol with the following URL <http://www.collinsbarrow.com/en/toronto-ontario/current-engagements-toronto/2380009-Ontario>.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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

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 the Debtor.

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 the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. 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.

Drew J.

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

FEB 07 2017

PER / PAR:

pl

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that COLLINS BARROW TORONTO LIMITED, the receiver (the "Receiver") of the assets, undertakings and properties of 2380009 Ontario Limited acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, 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 \$500,000 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 Property, 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 Property 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 Property 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__.

COLLINS BARROW TORONTO LIMITED,
solely in its capacity as Receiver of the Property,
and not in its personal capacity

Per: _____

Name: Daniel Weisz

Title: Senior Vice-President

2292912 ONTARIO INC.

Applicant

- and -

2380009 ONTARIO LIMITED

et al

Respondent

Court File No.: CV-16-011354-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**ORDER
(appointing Receiver)**

BLANEY McMURTRY LLP
Barristers and Solicitors
2 Queen Street East
Suite 1500
Toronto, Ontario
M5C 3G5

Reeva M. Finkel (LSUC#: 18762E)
Tel: (416) 593-1221
Fax: (416) 593-5437

Lawyers for the Applicant

TAB B

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

THE HONOURABLE
JUSTICE HAINEY

)
)
)

TUESDAY, THE 5TH DAY
OF DECEMBER, 2017

BETWEEN:

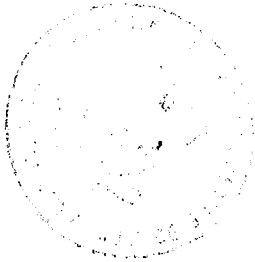
RSM CANADA LIMITED

Applicant

-AND-

1194678 ONTARIO INC.

Respondent



Application under Rule 14.05(3)(h) of the *Rules of Civil Procedure*

SUBSTITUTION ORDER

THIS APPLICATION made by RSM Canada Limited was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Application Record of RSM Canada Limited, including the Affidavit of Bryan A. Tannenbaum sworn December 4, 2017, together with the exhibits attached thereto (the "**Affidavit**"), and on hearing the submissions of counsel for RSM Canada Limited and counsel listed on the Counsel Slip, no one else appearing although served as evidenced by the Affidavit of Service:

SERVICE

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

EFFECTIVE DATE

1. THIS COURT ORDERS that the effective date of this order (the “**Effective Date**”) shall be December 1, 2017, being the effective date of the acquisition transaction described in the Affidavit and the change of name to RSM Canada Limited (“**Transaction**”).

BIA MANDATES

2. THIS COURT ORDERS that the name RSM Canada Limited be and is hereby substituted in place of the name Collins Barrow Toronto Limited as Trustee in Bankruptcy (the “**Bankruptcy Trustee**”) of the estate files listed as bankruptcies on **Schedule “A”** hereto (the “**BIA Estates**”) and as Proposal Trustee (the “**Proposal Trustee**”) of the estate files listed as proposals on **Schedule “A”** hereto (collectively with the BIA Estates, the “**BIA Mandates**”) and any reference to the name Collins Barrow Toronto Limited in any Court Order in respect of such BIA Mandates or any schedule to such Court Order shall be replaced by the name RSM Canada Limited.

3. THIS COURT ORDERS AND DIRECTS that, for greater certainty all, real and personal property wherever situate of the BIA Estates shall be, remain and is hereby vested in RSM Canada Limited in its capacity as Bankruptcy Trustee, to be dealt with by RSM Canada Limited in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), pursuant to its powers and obligations as Bankruptcy Trustee of the BIA Estates.

4. **THIS COURT ORDERS** that RSM Canada Limited is authorized and directed to continue and to complete the administration of the BIA Mandates, to deal with the property in the BIA Mandates in accordance with its duties and functions as Bankruptcy Trustee or Proposal Trustee, as the case may be, as set out in the BIA and to receive all remuneration of the Bankruptcy Trustee or Proposal Trustee in the BIA Mandates for services performed from the commencement of each of the BIA Mandates until the discharge of the Bankruptcy Trustee or Proposal Trustee, as applicable.

5. **THIS COURT ORDERS** that the requirement and responsibility for taxation of the Bankruptcy Trustee's or Proposal Trustee's accounts in respect of the BIA Mandates with respect to all work performed in respect of such BIA Mandate from the initial appointment of Collins Barrow Toronto Limited or any other party, through to the completion of the administration of such BIA Mandates and discharge of RSM Canada Limited as Bankruptcy Trustee or Proposal Trustee, as applicable, shall be completed using the name RSM Canada Limited.

6. **THIS COURT ORDERS AND DIRECTS** to the extent that security has been given in the name of Collins Barrow Toronto Limited in cash or by bond of a guarantee company pursuant to section 16(1) of the BIA (the "**Security**"), such Security shall be transferred from the name Collins Barrow Toronto Limited to the name RSM Canada Limited and any party holding such Security be and is hereby directed to take all steps necessary to effect such transfer. RSM Canada Limited shall retain all obligations respecting the Security.

RECEIVERSHIP PROCEEDINGS

7. **THIS COURT ORDERS** that the name RSM Canada Limited be and is hereby substituted in place of the name Collins Barrow Toronto Limited as the Receiver, Receiver and

Manager, or Interim Receiver (collectively, “**Receiver**”) in respect of the mandates listed in **Schedule “B”** hereto (the “**Receivership Proceedings**”) and any reference to the name Collins Barrow Toronto Limited in any Court Order in respect of such Receivership Proceedings or any schedule to such Court Order shall be replaced by the name RSM Canada Limited.

CONSTRUCTION LIEN ACT PROCEEDINGS

8. **THIS COURT ORDERS** that the name RSM Canada Limited be and is hereby substituted in place of the name Collins Barrow Toronto Limited as trustee under the *Construction Lien Act* in respect of the mandates listed in **Schedule “C”** hereto (the “**CLA Proceedings**”) and any reference to the name Collins Barrow Toronto Limited in any Court Order in respect of such CLA Proceedings or any schedule to such Court Order shall be replaced by the name RSM Canada Limited.

ESTATE TRUSTEE DURING LITIGATION PROCEEDINGS

9. **THIS COURT ORDERS** that the name RSM Canada Limited be and is hereby substituted in place of the name Collins Barrow Toronto Limited as Estate Trustee During Litigation in respect of the mandate listed in **Schedule “D”** hereto (the “**Estate Trustee During Litigation Proceeding**”) and any reference to the name Collins Barrow Toronto Limited in any Court Order in respect of such Estate Trustee During Litigation Proceeding or any schedule to such Court Order shall be replaced by the name RSM Canada Limited.

SUBSTITUTED MANDATES

10. Collectively, the BIA Mandates, the Receivership Proceedings, the CLA Proceedings and the Estate Trustee During Litigation Proceeding are referred to herein as the “**Substituted Mandates**”.

11. **THIS COURT ORDERS** that RSM Canada Limited (and its directors, officers, employees, agents, legal counsel and other representatives, as applicable, collectively “**Representatives**”) will continue to have all rights, benefits, protections and obligations granted to Collins Barrow Toronto Limited (and its Representatives, as applicable) under any order made in the Substituted Mandates or any statute applicable to the Substituted Mandates or any contract or agreement to which RSM Canada Limited is party under the name Collins Barrow Toronto Limited in the Substituted Mandates. For greater certainty and without limitation, this includes the benefit of any indemnity, charge or priority granted in the Substituted Mandates and relief from the application of any statute including the *Personal Information Protection and Electronic Documents Act* (Canada) (“**PIPEDA**”).

12. **THIS COURT ORDERS** that to the extent required by the applicable Orders in the BIA Mandates, Receivership Proceedings, CLA Proceedings and Estate Trustee During Litigation Proceeding, the accounts of Collins Barrow Toronto Limited and its legal counsel in respect of the Substituted Mandates shall be passed in accordance with the applicable Orders in the Substituted Mandates in the name and on the application of RSM Canada Limited.

ACCOUNTS

13. **THIS COURT ORDERS** that RSM Canada Limited be and is hereby authorized to transfer any and all accounts from the name Collins Barrow Toronto Limited to the name RSM Canada Limited and, if the name on such accounts cannot be changed, to transfer all funds that remain in its trust bank accounts that belong or relate to the Substituted Mandates, or otherwise, to accounts in the name RSM Canada Limited, and RSM Canada Limited be and is hereby authorized to take all steps and to execute any instrument required for such purpose. Any bank, financial institution or other deposit-taking institution with which RSM Canada Limited banks be

and is hereby authorized to rely on this Order for all purposes of this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

14. **THIS COURT ORDERS AND DIRECTS** that RSM Canada Limited be and is hereby authorized to endorse for deposit, deposit, transfer, sign, accept or otherwise deal with all cheques, bank drafts, money orders, cash or other remittances received in relation to any of the Substituted Mandates where such cheques, bank drafts, money orders, cash or other remittances are made payable or delivered to the name Collins Barrow Toronto Limited, in relation to the same, and any bank, financial institution or other deposit-taking institution with which RSM Canada Limited banks be and is hereby authorized to rely on this Order for all purposes of this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

REAL PROPERTY

15. **THIS COURT ORDERS AND DIRECTS** that the Registrar of Land Titles in any Land Title District wherein any registration was previously made in the name Collins Barrow Toronto Limited in its capacity as Bankruptcy Trustee, Proposal Trustee, Receiver, trustee under the *Construction Lien Act* or Estate Trustee During Litigation in respect of Substituted Mandates including, without limitation, the registrations in respect of the real property described in Schedule "E" hereto, be and is hereby authorized and directed to amend any such registration to reflect the substitution of the name RSM Canada Limited for Collins Barrow Toronto Limited.

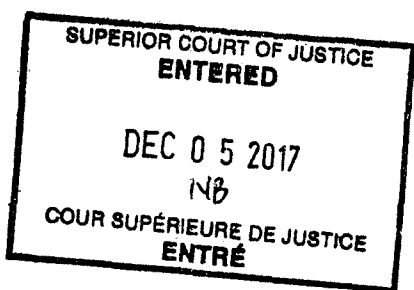
GENERAL

16. **THIS COURT ORDERS** that this Order shall be effective in all judicial districts in Ontario which govern any of the Substituted Mandates.

17. **THIS COURT ORDERS** that the requirement for a separate Notice of Motion and supporting Affidavit to be filed in the Court file of each of the Substituted Mandates be and is hereby waived.

18. **THIS COURT ORDERS** that RSM Canada Limited shall notify the parties on the Service Lists of the Substituted Mandates (if applicable) of the new website established for such Substituted Mandate and shall post a copy of this Order to the website of each Substituted Mandate and that such notice shall satisfy all requirements for service or notification of this application and this Order on any interested party in the Substituted Mandates including, without limitation, proven creditors within the BIA Mandates, parties on the Service Lists of the Substituted Mandates (if applicable), the applicable bankrupts or debtors within the Substituted Mandates, and any other person, and any other requirements of service or notification of this application be and is hereby waived.

19. **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 RSM Canada Limited 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 RSM Canada Limited as may be necessary or desirable to give effect to this Order, or to assist RSM Canada Limited and its agents in carrying out the terms of this Order.



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

Schedule "A": BIA Mandates

Bankruptcies

Name	Estate Number
1. Carrington Homes Ltd.	31-OR-207962-T
2. CHF (formerly known as Canadian Hunger Foundation)	33-2051143
3. Nordic Gold Salmon Products Ltd.	31-OR-208026-T
4. Sean Teperman Consulting Corp.	31-2294107
5. 1-800 Mascots Inc.	31-2177932
6. George Fernicola	31-457619
7. D. Mady Investments Inc.	31-2281994
8. David Mady Investments (2008) Inc	31-2281991
9. D. Mady Holdings Inc.	35-2292366

Proposals

Name	Estate Number
1. Sean Teperman Consulting Corp.	31-2294107
2. D. Mady Investments Inc.	31-2281994
3. David Mady Investments (2008) Inc.	31-2281991
4. John Robert Charles Hunter	32-1886289
5. William Ian Innes	31-1877401

Schedule "B": Receivership Proceedings

Name	Court File Number
1. 2131059 Ontario Limited	CV-15-10951-00CL
2. 2380009 Ontario Limited	CV-16-011354-00CL
3. 64, 68 and 70 Reynolds Drive, Brockville, Ontario and 10, 14, 18 and 22 Salisbury Avenue, Brockville, Ontario, and 39-85 Costello Avenue, Ottawa, Ontario	17-72881
4. Branch 1-7 of The Polish Alliance of Canada and Polish Association of Toronto, Limited	CV-08-361644
5. Dang Variety Store and Gas Bar and Lucky Restaurant Inc.	C-585-16
6. 2267 Industrial Street Investments Ltd.	CV-15-4228-00

Schedule "C": CLA Proceedings

Name	Court File Number
1. 144 Park Ltd.	CV-15-10843-00CL
2. Jade-Kennedy Development Corporation	CV-15-10882-00CL

Schedule "D": Estate Trustee During Litigation Proceeding

Name	Court File Number
1. Estate of Lev Alexandr Karp	05-100/17

Schedule E: Real Property

Receivership Proceedings

- (i) With respect to the receivership proceedings of 2380009 Ontario Limited, the following properties:

MUNICIPAL ADDRESS: 2370 South Sheridan Way, Mississauga, ON
LEGAL DESCRIPTION: PT LT 33, CON 2 SDS TT , PTS 1 TO 6, 43R10160 ; EXCEPT S/T RO580849; S/T RO646570; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1, 2, 3, PL 43R34842 AS IN PR2350267; CITY OF MISSISSAUGA
ROLL NUMBER: 05-02-0-048-14400-0000-0 3
PIN: 13429-0002 (LT)

- (ii) With respect to the receivership proceedings of 64, 68 and 70 Reynolds Drive, Brockville, Ontario and 10, 14, 18 and 22 Salisbury Avenue, Brockville, Ontario, and 39-85 Costello Avenue, Ottawa, Ontario, the following properties:

- *Brockville Property*
BLOCK F, PLAN 250, BROCKVILLE, CITY OF BROCKVILLE BEING ALL OF PIN 44175-0386 (LT)
- *Ottawa Property*
BLOCK L, PLAN 529418, NEPEAN, CITY OF OTTAWA BEING ALL OF PIN 04694-0184 (LT)

CLA Proceedings

- (i) With respect to the CLA proceeding of 144 Park Ltd., the unsold units listed below in respect of the following properties:

PIN: 22417-0135 (LT)
LRO: # 58
Property Description: Part of Lots 217, 218, 219 & 267 Plan 385, Being Part 1 on 58R- 17836; Subject to an easement as in WR666363; City of Waterloo

PIN: 22417-0134 (LT)
LRO: # 58
Property Description: Lots 2 & 3, Part of Lots 1, 4, 5, & 6 Plan 186, Being Part 2 on 58R-17836; Subject to an easement as in WR666363; City of Waterloo

144 Park Ltd.: Unsold Units

Unit	23591	0002
Parking	23591	0033
Locker	23591	0016

- (ii) With respect to the CLA proceeding of Jade-Kennedy Development Corporation, the unsold units listed below in respect of the following properties:

Jade-Kennedy Development Corporation: Unsold Phase I Commercial Units

PIN	Property Description
29759-0742 (LT)	Unit 388, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0744 (LT)	Unit 390, Level 2, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0774 (LT)	Unit 25, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0805 (LT)	Unit 56, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-0806 (LT)	Unit 57, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham
29759-08014 (LT)	Unit 65, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to easements as set out in Schedule A as in YR1966697; City of Markham

Jade-Kennedy Development Corporation: Unsold Residential Units

PIN	Property Description
29796-0429 (LT)	Unit 178, Level B, York Region Standard Condominium Plan No. 1265 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham
29796-0430 (LT)	Unit 179, Level B, York Region Standard Condominium Plan No. 1265

PIN	Property Description
	and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR2185723; City of Markham

Jade-Kennedy Development Corporation: Unsold Phase II Commercial Units

PIN	Property Description
29759-0839 (LT)	Unit 360, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0840 (LT)	Unit 361, Level 1, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham
29759-0841 (LT)	Unit 85, Level A, York Region Standard Condominium Plan No. 1228 and its Appurtenant interest; Subject to and together with easements as set out in Schedule A as in YR1966697; City of Markham

Estate Trustee During Litigation Proceeding

With respect to Lev Alexandr Karp, the following property:

PIN 5911 - 0011 LT
Description UNIT 11, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 119; PT LT 48 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 7, 8, 9, 10, 12, 13, 14 & 15 51R18700, PTS 1 & 2 51R19269, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT171901 & LT175111;
Address COLLINGWOOD
43 LIGHTHOUSE LANE E
COLLINGWOOD

RSM CANADA LIMITED

1194678 ONTARIO INC.

and

Applicant

Respondent Court File No: CV-17-587715-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERICAL LIST)

Proceeding commenced at Toronto

SUBSTITUTION ORDER

OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Shawn T. Irving (LSUC No. 50035U)
Tel: 416.862.4733

Patrick Riesterer (LSUC No. 60258G)
Tel: 416.862.5947
Fax: 416.862.6666

Lawyers for the Applicant,
RSM Canada Limited

TAB C

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

)

MONDAY, THE 29TH

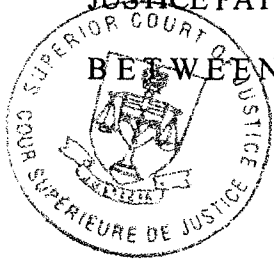
)

JUSTICE PATTILLO

)

DAY OF MAY, 2017

BETWEEN:



2292912 ONTARIO INC.

Applicant

-and-

2380009 ONTARIO LIMITED

Respondent

APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

ORDER

(Re: Approval of Sales Process)

THIS MOTION, brought by Collins Barrow Toronto Limited in its capacity as the Court-appointed receiver (in such capacity, the "Receiver"), without security of all of the assets, undertakings, properties of 2380009 Ontario Limited ("238") for an order, *inter alia*:

- (a) Authorizing the Receiver to list for sale the property known municipally as 2370 South Sheridan Way, Mississauga, Ontario (the "Property"), pursuant to the terms of a listing agreement with CBRE Limited ("CBRE") and engaging CBRE as the Receiver's agent for the purpose of marketing the Property for sale;
- (b) Authorizing the Receiver to market the Property for sale to prospective purchasers on a vacant possession basis, specifically, free and clear of the tenancy or other

interest of the current lessee of the premises, BuiltRite Technologies Inc. (“BuiltRite”);

- (c) Directing Elias Mancebo (“Mancebo”) and Marcelo Hernandez (“Hernandez”) to provide to the Receiver the “Requested Information”, as defined in the Supplemental Report of the Receiver dated May 24, 2017 (the “Supplemental Report”) within seven days of the date of this Order;
- (d) Approving the First Report to Court of the Receiver dated May 11, 2017 (the “First Report”) and the Supplemental Report and the activities of the Receiver outlined therein as well as the fees and disbursements of the Receiver and its counsel as shown in the Fee Affidavits filed in support of this Motion; and
- (e) Terminating the lease dated January 15, 2014 between 238 as landlord and BuiltRite as Tenant (the “Lease”) on such terms as are set out in the materials filed on this Motion; and
- (f) Sealing certain Confidential Appendices to the First Report.

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report, the Supplemental Report and the Factum of the Receiver, and on hearing the submissions of counsel for the Receiver and counsel for BuiltRite and 238 and on being advised of the consent of the parties attending,

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

2. **THIS COURT FURTHER ORDERS** that the Receiver is authorized to list the Property for sale pursuant to the terms a listing agreement with CBRE substantially in the form as that

appended as Exhibit "N" to the First Report and to engage CBRE as the Receiver's agent for the purpose of marketing the Property for sale.

3. **THIS COURT FURTHER ORDERS** that the Receiver is authorized to market the Property for sale to prospective purchasers on a vacant possession basis, specifically, free and clear of the tenancy of or any other interest of BuiltRite.

4. **THIS COURT FURTHER ORDERS** that the Receiver is authorized to enter into an Agreement of Purchase and Sale in respect of the Property with a prospective purchaser, conditional upon Court approval of any proposed sale of the Property.

5. **THIS COURT FURTHER ORDERS** that Mancebo and Hernandez deliver all Requested Information within their possession, power or control to the Receiver within seven days of the date of this Order failing which the Receiver is authorized to conduct examinations of such persons as it may deem appropriate in order to obtain the Requested Information.

6. **THIS COURT FURTHER ORDERS** that the First Report and the Supplemental Report and the activities of the Receiver outlined therein and the fees and disbursements of the Receiver and its counsel as shown in the Fee Affidavits filed in support of this Motion, are approved.

7. **THIS COURT FURTHER ORDERS** that Confidential Appendices "J", "K", "L" and "M" of the First Report are sealed and shall not be publicly available until such time as the sale of the Property by the Receiver has been fully completed, or until further Order of this Court.

8. **THIS COURT ORDERS** that the Receiver is authorized to terminate the Lease on 45 days' notice to BuiltRite and 238 (the "Notice Period") and that BuiltRite and 238 are ordered to

deliver vacant possession of the Property, in a proper state of cleanliness and repair, upon the expiry of the Notice Period.

9. **THIS COURT ORDERS** that provided that on or before June 2, 2017:

- (a) all rent owing by BuiltRite under the Lease, plus HST, for May 2017 and June 2017 is paid in full;
- (b) all HST arrears owing by BuiltRite under the Lease are paid in full by BuiltRite;
- (c) an insurance certificate from BuiltRite's and 238's insurer naming the Receiver and Sterling Karamar Property Management as additional insured is provided to the Receiver;
- (d) proof of payment of all utilities in respect of the Property is provided to the Receiver; and
- (e) the Receiver is reimbursed \$4,176.43 in respect of utilities paid by Receiver to date.

then the Receiver shall not exercise its right under paragraph 8 of this Order prior to June 21, 2017.


10. **THIS COURT ORDERS** that provided that the obligations set out at paragraph 9 herein are complied with, the Receiver shall not offer the Property for sale prior to June 21, 2017.



C. Irwin
Registrar

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

MAY 30 2017

PER / PAR: 

2292912 ONTARIO INC.
Applicant

-and- 2380009 ONTARIO LIMITED
Respondent

Court File No. CV-16-011354-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

ORDER
(Re: Approval of Sales Process)

TORKIN MANES LLP

Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)
jsimpson@torkinmanes.com
Tel: 416-777-5413
Fax: 1-888-587-9143

Lawyers for the Receiver, Collins Barrow Toronto Limited

RCP-E 4C (May 1, 2016)

TAB D

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) FRIDAY, THE 21ST
JUSTICE CONWAY) DAY OF JULY, 2017

BETWEEN:



2292912 ONTARIO INC.

Applicant

-and-

2380009 ONTARIO LIMITED

Respondent

APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

ORDER

THIS MOTION, brought by Collins Barrow Toronto Limited in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security of all of the assets, undertakings and properties of 2380009 Ontario Limited (“**238**”) for an Order, *inter alia*, confirming termination of a lease agreement (the “**Lease**”) dated January 15, 2014 between 238 and BuiltRite Technologies Inc. (“**BuiltRite**”) respecting the property located at 2370 South Sheridan Way, Mississauga, Ontario (the “**Premises**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report of the Receiver, the Third Report of the Receiver, the Supplemental Report to the Third Report of the Receiver and on hearing the submissions of

counsel for the Receiver and counsel for 238 and BuiltRite, and on being advised of the consent of BuiltRite and 238,

1. **THIS COURT ORDERS** that the time for service of this Motion is hereby abridged and validated so that this Motion is properly returnable in Toronto today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Notice of Termination of Lease issued by the Receiver on June 22, 2017 respecting the Lease has been properly issued upon BuiltRite and 238 and that the Lease is terminated effective as of August 8, 2017 (the "**Termination Date**").
3. **THIS COURT ORDERS** that BuiltRite and 238 are required to deliver vacant possession of the Premises to the Receiver in a proper state of cleanliness and repair on the Termination Date.
4. **THIS COURT ORDERS** that upon the Termination Date:
 - (a) BuiltRite and 238 shall provide the Receiver with all necessary keys to the Premises and, upon the Receiver's request, such other information as may be required by the Receiver for the purposes of ingress and egress to and from the Premises;
 - (b) BuiltRite, 238, ~~Elias Mancebo and Marcelo Hernandez~~ shall provide the Receiver with the names and contact information of any parties who have, claim or are likely to claim an interest in any property located at the Premises;
 - (c) the Receiver is authorized to:

- (i) enter and take possession of the Premises;
- (ii) change any locks at the Premises;
- (iii) ~~take possession and control of all property located within the Premises and~~
bc ✓ ~~remove or dispose of any property located on the Premises, subject to the~~
~~rights of any secured parties or other third parties;~~ ✓
- (iv) enlist the assistance of any local authorities or the Peel Regional police in carrying out the terms of the Order and that such persons are hereby directed to assist the Receiver in facilitating the peaceful removal of the tenant, BuiltRite, from the Premises, as necessary; and
- (v) exclude BuiltRite from the Premises.

5. **THIS COURT ORDERS AND CONFIRMS** that the rights of the Receiver to undertake those steps set out as paragraph 4 herein are, upon the Termination Date, unconditional and may be exercised at the sole and absolute discretion of the Receiver unless otherwise ordered by the Court prior to the Termination Date.

6. **THIS COURT ORDERS** that the Receiver and its agents are authorized to place signage on the Premises advertising the Premises for sale, provided such signage complies with all applicable municipal by-laws and does not physically interfere with BuiltRite's business operations.

7. **THIS COURT ORDERS** that 238, BuiltRite and any persons with notice of this Order shall cooperate with the Receiver and comply with the terms of this Order.

8. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its legal counsel, Torkin Manes LLP, as set out in the Supplemental Report to the Receiver's Third Report, are approved.

9. **THIS COURT ORDERS** that the activities of the Receiver as set out in the Receiver's Second Report dated July 4, 2017, Third Report dated July 17, 2017 and Supplemental Report to the Third Report dated July 20, 2017 (collectively, the "Reports") are approved and the Reports are approved.

10. **THIS COURT ORDERS** that notwithstanding the foregoing, the Receiver may either extend the Termination Date by such period as it deems appropriate or withdraw the Notice of Termination by delivering written and signed notice of same to BuiltRite and 238 prior to the Termination Date, and that:

- (a) in the case of extension, all aspects of this Order which relate to the obligations of BuiltRite and 238 or authorizations granted to the Receiver upon the Termination Date apply equally to the extended Termination Date; and
- (b) in the case of withdrawal of the Notice of Termination, paragraphs 2, 3, 4 and 5 of this Order shall be inoperative;

✓ 11. THIS COURT ORDERS that notwithstanding the above, in the event Builtrite pays the August 2017 rent (\$18,000 plus HST) on or before August 1, 2017, Builtrite may in the month of August 2017, during regular business hours or as otherwise agreed with the Receiver have access to the Premises to remove or dispose of any of Builtrite's property located on the Premises, and the

BE on 24 hours notice to
for the purpose of removing

Receiver shall be entitled to supervise the removal of any such property. ✓

Conway

✓ 12. THIS COURT ORDERS that the Receiver is authorized to take possession and control of all property located within the Premises and remove and dispose of any property located on the Premises, subject to the rights of any secured parties or other third parties, including BuiltRite, on

(A) August 8, 2017, in the event that August 2017 rent has not been paid by certified cheque or bank draft to the Receiver by BuiltRite; or

(B) August 30, 2017. ✓

~~#~~

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

JUL 21 2017

PER / PAR:



2292912 ONTARIO INC.
Applicant

-and- 2380009 ONTARIO LIMITED
Respondent

Court File No. CV-16-011354-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

ORDER

TORKIN MANES LLP

Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto ON M5C 2W7

Jeffrey J. Simpson (39663M)
jsimpson@torkinmanes.com
Tel: 416-777-5413
Fax: 1-888-587-9143

Lawyers for the Receiver, Collins Barrow Toronto Limited

RCP-E 4C (May 1, 2016)

TAB E

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) TUESDAY, THE 5TH DAY
JUSTICE CONWAY) OF DECEMBER, 2017

BETWEEN:

2292192 ONTARIO INC.

Applicant

- and -

2380009 ONTARIO LIMITED

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by RSM Canada Limited (formerly, Collins Barrow Toronto Limited) in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of 2380009 Ontario Limited (the "**Debtor**"), acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and 2603092 Ontario Inc., being the assignee of David Chen in trust for a company to be incorporated (the "**Purchaser**"), made as of October 24, 2017, as Amended by Amending Agreement dated November 17, 2017, and as appended to the Confidential Supplemental Report to the Fourth Report of the Receiver dated November 28, 2017 (the "**1st Supplemental Report**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, Fourth Report of the Receiver dated November 23, 2017 (the "**Fourth Report**"), the 1st Supplemental Report, the Second Supplemental Report to the Fourth Report dated November 29, 2017 (the "**2nd Supplemental Report**") (collectively, the "**Receiver's Reports**") and on hearing the submissions of counsel

for the Receiver, counsel for the Purchaser, counsel for 2292192 Ontario Inc., no other persons being in attendance,

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

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

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Receiver's and all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial 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 Newbould dated February 7, 2017; (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; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Peel of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances 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.

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

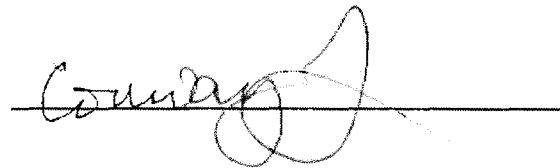
7. **THIS COURT ORDERS** that, notwithstanding:

- (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 Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance 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 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.

A handwritten signature in cursive script, appearing to read "Counsel", is written over a horizontal line. The signature is fluid and somewhat stylized, with a large loop at the end.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-16-011354-00CL

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

BETWEEN:

2292192 ONTARIO INC.

Applicant

- and -

2380009 ONTARIO LIMITED

Respondent

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (the "**Court**") dated February 7, 2017, Collins Barrow Toronto Limited was appointed as the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of 2380009 Ontario Limited (the "**Debtor**"), acquired for, or used in relation to the business carried on by the Debtor, including the proceeds thereof (collectively, the "**Property**").

B. Pursuant to an Order of the Honourable Justice <*> of the Court dated December <*>, 2017, the name RSM Canada Limited was substituted in place of the name Collins Barrow Toronto Limited as the Receiver of the Debtor.

C. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "**Sale Agreement**") between the Receiver and [NAME OF PURCHASER] (the "**Purchaser**") and provided for the vesting in the Purchaser of the Receiver’s and the Debtor’s 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 the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 16 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

D. 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 section 16 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at [TIME] on ► [DATE].

**RSM Canada Limited, solely in its capacity as
Court-appointed Receiver of 2380009 Ontario
Limited and not in its personal or corporate
capacity and without personal or corporate liability**

Per: _____
Name: ►
Title: ►

Schedule B – Purchased Assets

All of the Receiver's (if any) and the Debtor's right, title and interest in and to the Property and the Building (as defined in the Sale Agreement) including, without limitation, the following real property:

MUNICIPAL ADDRESS: 2370 South Sheridan Way, Mississauga, ON
LEGAL DESCRIPTION: PT LT 33, CON 2 SDS TT , PTS 1 TO 6, 43R10160 : EXCEPT
S/T RO580849 ; S/T RO646570; SUBJECT TO AN EASEMENT
IN GROSS OVER PTS 1, 2, 3, PL 43R34842 AS IN PR2350267;
CITY OF MISSISSAUGA
ROLL NUMBER: 05-02-0-048-14400-0000-0 3
PIN: 13429-0002 (LT)

Schedule C – Claims to be deleted and expunged from title to Real Property

The following Instruments are to be discharged upon registration of the Vesting Order:

1. Instrument No. PR2273791 registered on September 28, 2012, being a Charge in favour of Computershare Trust Company of Canada (“**Computershare**”) in the original principal amount of \$3,630,000 (the “**Computershare Charge**”);
2. Instrument No. PR2273792 registered on September 28, 2012, being a Notice of Assignment of Rents – General in favour of Computershare relating to the Computershare Charge (the “**Computershare GAR**”);
3. Instrument No. PR2350268 registered on April 2, 2013, being a Postponement of Interest in connection with the Computershare Charge in favour of PR2350267, being a Transfer of Easement in favour of The Corporation of the City of Mississauga;
4. Instrument No. PR2350271 registered on April 2, 2013, being a Postponement of Interest in connection with the Computershare GAR in favour of PR2350267, being a Transfer of Easement in favour of The Corporation of the City of Mississauga;
5. Instrument No. PR2420139 registered on August 21, 2013, being a Notice relating to the Computershare Charge;
6. Instrument No. PR2484073 registered on January 6, 2014, being a Charge in favour of Giacomo Francesconi (“**Francesconi**”) in the original principal amount of \$320,000 (the “**Francesconi Charge**”);
7. Instrument No. PR2484074 registered on January 6, 2014, being a Notice of Assignment of Rents - General in favour of Francesconi relating to the Francesconi Charge (the “**Francesconi GAR**”);
8. Instrument No. PR2504209 registered on February 27, 2014, being a Charge in favour of Mario and Gina Iacobelli (collectively, “**Iacobelli**”) in the original principal amount of \$420,000 (the “**Iacobelli Charge**”);
9. Instrument No. PR2504210 registered on February 27, 2014, being a Notice of Assignment of Rents - General in favour of Iacobelli relating to the Iacobelli Charge;
10. Instrument No. PR2504264 registered on February 27, 2014, being a Postponement of Interest postponing the Francesconi Charge to the Iacobelli Charge;
11. Instrument No. PR2518652 registered on April 4, 2014, being a Notice relating to the Francesconi Charge;
12. Instrument No. PR2518656 registered on April 4, 2014, being a Transfer of Charge relating to the Francesconi Charge from Francesconi to G & L Carpenters Limited (“**GL**”) and Francesconi;

13. Instrument No. PR2524004 registered on April 22, 2014, being a Notice relating to the Francesconi Charge;
14. Instrument No. PR2533658 registered on May 13, 2014, being a Notice relating to the Francesconi Charge;
15. Instrument No. PR2533659 registered on May 13, 2014, being a Transfer of Charge relating to the Francesconi Charge from Francesconi and GL to GL, Francesconi, Renato Francesconi ("**Renato**") and Mercedes Francesconi ("**Mercedes**");
16. Instrument No. PR2593857 registered on September 3, 2014, being a Notice relating to the Francesconi Charge;
17. Instrument No. PR2593863 registered on September 3, 2014, being a Transfer of Charge relating to the Francesconi Charge from Francesconi, GL, Mercedes and Renato to Francesconi, GL, Mercedes, Renato and Lucien Carpenters Limited ("**Lucien**");
18. Instrument No. PR2754956 registered on July 28, 2015, being a Charge in favour of Atlantic (HS) Capital Inc. ("**Atlantic HS**"), Atlantic Advantage Management Inc. ("**Atlantic Advantage**") and 2382603 Ontario Inc. ("**2382603**") in the original principal amount of \$2,600,000 (the "**Atlantic Charge**");
19. Instrument No. PR2754957 registered on July 28, 2015, being a Notice of Assignment of Rents - General in favour of Atlantic HS, Atlantic Advantage and 2382603 relating to the Atlantic Charge (the "**Atlantic GAR**");
20. Instrument No. PR2754961 registered on July 28, 2015, being a Postponement of Interest postponing the Iacobelli Charge in favour of the Atlantic Charge;
21. Instrument No. PR2754962 registered on July 28, 2015, being a Postponement of Interest postponing the Francesconi Charge in favour of the Atlantic Charge;
22. Instrument No. PR2820333 registered on November 12, 2015, being an Application to Change Name - Instrument changing the name of 2382603 under the Atlantic Charge to 2383603 Ontario Inc. ("**2383603**");
23. Instrument No. PR2826298 registered on November 23, 2015, being a Transfer of Charge relating to the Atlantic Charge from Atlantic HS, Atlantic Advantage and 2383603 to Atlantic HS, Atlantic Advantage, 2383603 and William Fong ("**Fong**");
24. Instrument No. PR2826619 registered on November 24, 2015, being a partial Transfer of Charge relating to the Atlantic Charge from Fong to Atlantic HS;

25. Instrument No. PR2887876 registered on March 29, 2016, being a Transfer of Charge relating to the Computershare Charge from Computershare to 2292912 Ontario Inc. (“2292192”);
26. Instrument No. PR2887877 registered on March 29, 2016, being a Notice of Assignment of Rents -- General assigning the Computershare GAR to 2292912;
27. Instrument No. PR3075681 registered on February 2, 2017, being a Charge in favour of Bay Point Financial Services Inc. in the original principal amount of \$350,000; and
28. Instrument No. PR3083146 registered on February 22, 2017, being a Notice of Security Interest in favour of Eco Energy Home Services Inc.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

Permitted Encumbrances with respect to the Property (as defined in the Sales Agreement) means:

1. The exceptions and qualifications set out in the *Land Titles Act* (Ontario) and/or on the parcel register for the Property;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. Any registered or unregistered easements, servitudes, rights-of-way, licences, restrictions that run with the land and other encumbrances and/or agreements with respect thereto (including, without limiting the generality of the foregoing, easements, rights-of-way and agreements for sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables);
4. Inchoate liens for taxes, assessments, public utility charges, governmental charges or levies not at the time due or liens for same which are due but the validity of which are being contested in good faith by the Vendor provided that the Vendor has provided security which in the opinion of the Vendor, acting reasonably, is necessary to avoid any lien, charge or encumbrance arising with respect thereto;
5. Any encroachments, minor defects or irregularities indicated on any survey of the Property or which may be disclosed on an up-to-date survey of the Property;
6. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;
7. Any breaches of any applicable laws, including, without limitation, outstanding building permits, work orders and deficiency notices;
8. Any subdivision agreements, site plan agreements, development agreements and any other agreements with the municipality, region, publicly regulated utilities or other governmental authorities having jurisdiction;
9. Defects or irregularities in title to the Property;

10. The following instruments registered on title to the Property:
 - i. Instrument No. RO568239 registered on January 6, 1981, being an Agreement with The Corporation of the Town of Mississauga;
 - ii. Instrument No. RO646570 registered on June 24, 1983, being a Transfer of Easement in favour of The Corporation of the City of Mississauga (the “City”);
 - iii. Instrument No. RO674879 registered on March 14, 1984, being an Agreement with the City;
 - iv. Instrument No. PR2350267 registered on April 2, 2013, being a Transfer of Easement in favour of the City;
 - v. Instrument No. PR2420131 registered on August 21, 2013, being a Transfer of the Property from IGW Industrial GP Inc. to the Debtor; and
 - vi. Instrument No. PR3086095 registered on February 28, 2017, being an Application to Register Court Order relating to the Court Order.

2292912 ONTARIO INC.
Applicant

-and- 2380009 ONTARIO LIMITED
Respondent

Court File No. CV-16-011354-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

TORKIN MANES LLP
Barristers & Solicitors
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Fax: 416-863-0305

Lawyers for the Receiver, RSM Canada Limited (formerly,
Collins Barrow Toronto Limited)

TAB F

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) TUESDAY, THE 5TH DAY
JUSTICE CONWAY) OF DECEMBER, 2017

BETWEEN:

2292192 ONTARIO INC.

Applicant

- and -

2380009 ONTARIO LIMITED

Respondent

ORDER

THIS MOTION, made by RSM Canada Limited (formerly, Collins Barrow Toronto Limited) in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of 2380009 Ontario Limited (the "**Debtor**"), acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof for, *inter alia*, an order approving the Receiver's conduct and the fees and disbursements of the Receiver and its counsel was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Fourth Report of the Receiver dated November 23, 2017 (the "**Fourth Report**"), the Confidential Supplemental Report to the Fourth Report of the Receiver dated November 28, 2017 (the "**1st Supplemental Report**"), the Second Supplemental Report to the Fourth Report dated November 29, 2017 (the "**2nd Supplemental Report**") (collectively, the "**Receiver's Reports**") and on hearing the submissions of counsel for the Receiver, counsel for 2603092 Ontario Inc. and counsel for 2292192 Ontario Inc., no other persons being in attendance,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Receiver's Reports is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT FURTHER ORDERS** that the Receiver's Reports, the activities of the Receiver outlined therein including the Receiver's Statement of Receipts and Disbursements, are approved.

3. **THIS COURT FURTHER ORDERS** that the fees and disbursements of the Receiver and its counsel as shown in the Fee Affidavits attached to the Receiver's Reports, filed, are approved.

4. **THIS COURT FURTHER ORDERS** that the borrowing limit referred to in Paragraph 21 of the Order dated February 7, 2017 is increased to \$750,000.

5. **THIS COURT FURTHER ORDERS** that the Receiver is authorized and directed to make the Interim Distribution described in the Receiver's Reports upon the sale of the Property.

6. **THIS COURT FURTHER ORDERS** that the 1st Supplemental Report, including all appendices thereto, is sealed and shall not be publicly available until such time as the sale of the property located at 2370 South Sheridan Way, Mississauga by the Receiver, as contemplated in the Approval and Vesting Order in this matter dated December 5, 2017, has been fully completed, or until further Order of this Court.

7. THIS COURT ORDERS that upon completion of the sale of the property, the Receiver shall hold, from the proceeds of sale, the sum of \$60,000 in trust and shall not distribute same pending an order of the Court respecting the trust claims of Eco Energy Home Services Inc.

Conway J.

2292912 ONTARIO INC.
Applicant

-and- 2380009 ONTARIO LIMITED
Respondent

Court File No. CV-16-011354-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

ORDER

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Fax: 416-863-0305

Lawyers for the Receiver, RSM Canada Limited (formerly,
Collins Barrow Toronto Limited)

9:58 AM

8

CV-10-11354-00CL

2292912 ONTARIO INC v. 2380009 ONTARIO LIMITED
ET AL.

cc'd
red
Counsel for ^{Mc} 2292912 R. FINKEL
Counsel for Receiver S. Thom

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FOR THE PURCHASER
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Dec 5/17 Matter re Eco adj to Jan 10th before me (90 minutes) (continued) to permit discussions among counsel.
In the meantime, I have signed the AVO & ancillary orders, both unopposed, ~~and~~ the Court J.

TAB G

9:58 AM

8

CV-10-11354-00CL

2292912 ONTARIO INC v. 2380009 ONTARIO LIMITED ET AL.

cc'd red
copy for Mc R. FRANKEL
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counsel for Receiver S. Thom

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Dec 5/17 Matter re Eco adj to Jan 10th before me (90 minutes) (continued) to permit discussions among counsel. In the meant ime, I have signed the AVO & ancillary orders, both unopposed, ~~and the~~ the Court. J.

TAB H

COUNSEL SLIP

COURT FILE NO. CV-16-11354-WCL DATE JAN 10/18
229212 ONTARIO NO ONLIST 6
VS. INC.

TITLE OF PROCEEDINGS 2380109 ONTARIO LIMITED

COUNSEL FOR PLAINTIFF(S) Stewart D. Thom PHONE & FAX NOS
APPLICANT(S) for Receiver, RM Canada T 416-777-5197
PETITIONER(S) E sthom@brinkman-nes.com
F 416-863-0305

COUNSEL FOR DEFENDANT(S) PHONE & FAX NOS
RESPONDENT(S)

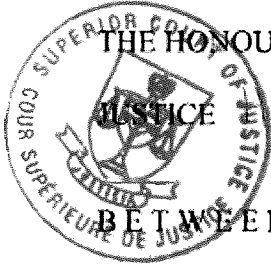
Jan 10/18

The ~~trust~~ ^{TRUST} E co claim has now been resolved in principle. The Rec is bringing a motion for approval of same, likely unopposed. Motion set for 30 minutes on Jan 24/18, confirmed (anywise)

Conway J.

TAB I

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**



THE HONOURABLE Mr. -)

Maaney)

BETWEEN:)

WEDNESDAY, THE 24TH

DAY OF JANUARY, 2018

(Court Seal)

2292912 ONTARIO INC.

Applicant

-and-

2380009 ONTARIO LIMITED

Respondent

APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

**ORDER
(Approval of Settlement)**

THIS MOTION, made by RSM Canada Limited, in its capacity as court appointed receiver (in such capacity, the "Receiver") of the assets, property and undertaking of 2380009 Ontario Limited ("238") was heard this day at the court house, 330 University Avenue, 7th Floor, Toronto, Ontario, M5G 1R7 for an order, *inter alia*:

- (a) approving the Receiver entering into and completing the settlement (the "Eco Settlement") with Eco Home Energy Services Inc. ("Eco") as described in the Receiver's Fifth Report to Court dated January 16, 2018 (the "Fifth Report") and authorizing payment to Eco of the Settlement Amount (as defined in the Notice of Motion filed in support of this Motion);
- (b) releasing to the Receiver the balance of the Segregated Eco Funds (as defined in the Notice of Motion) for use in the administration of the receivership or otherwise for distribution to the creditors of 238;

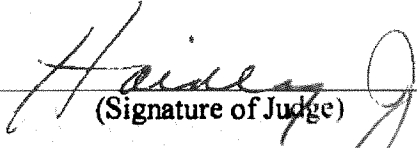
- (c) approving the Receiver's Fifth Report to Court (the "Fifth Report"), the Receiver's conduct and activities described therein and the summary of the Receiver's cash receipts and disbursements for the period from February 7, 2017 to January 10, 2018 (the "R&D");
- (d) approving the fees and disbursements of the Receiver and of the Receiver's counsel as set out in the Fifth Report,

ON READING the Notice of Motion and the Fifth Report and on hearing the submissions of counsel for the Receiver,

1. **THIS COURT ORDERS** that the Eco Settlement and the payment of the Settlement Amount by the Receiver are hereby approved and the Receiver is authorized and directed to enter into and complete the Eco Settlement.

2. **THIS COURT FURTHER ORDERS** that the release to the Receiver of the balance of the Segregated Eco Funds for use in the administration of the receivership or otherwise for distribution to the creditors of 238 is hereby approved.


3. **THIS COURT FURTHER ORDERS** that the Fifth Report and the activities of the Receiver outlined therein are approved.


(Signature of Judge)

RCP-E 59A (July 1, 2007)

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

JAN 24 2018

PER / PAR: 

2292912 ONTARIO INC.
Applicant

-and- 2380009 ONTARIO LIMITED
Respondent

Court File No. CV-16-011354-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Approval of Settlement)**

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Lawyers for the Receiver, RSM Canada Limited

RCP-E 4C (May 1, 2016)

TAB J

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

2292912 ONTARIO INC.

Applicant

- and -

2380009 ONTARIO LIMITED

Respondent

FIFTH REPORT OF THE RECEIVER OF
2380009 ONTARIO LIMITED

January 16, 2018

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I. INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (Commercial List) ("**Court**") dated February 7, 2017 (the "**Appointment Order**"), Collins Barrow Toronto Limited ("**CBTL**") was appointed receiver (the "**Receiver**"), without security, of all of the assets, undertakings and properties of 2380009 Ontario Limited ("**238**" or the "**Debtor**") acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof. Torkin Manes LLP ("**Torkin Manes**") is counsel to the Receiver. A copy of the Appointment Order is attached to this report as **Appendix "A"**.
2. On December 5, 2017, Justice Hailey made an Order (the "**Substitution Order**") that the name RSM Canada Limited be substituted in place of the name Collins Barrow Toronto Limited in respect of this proceeding (and other mandates on which it is acting). A copy of the Substitution Order is attached hereto as **Appendix "B"**.
3. 238 is an Ontario corporation incorporated on July 9, 2013. The corporation was a single purpose corporation holding legal and beneficial title to certain lands and a free standing industrial building located thereon at 2370 South Sheridan Way, Mississauga, Ontario (the "**Property**").
4. The building located on the Property was occupied by a single tenant, BuiltRite Technologies Inc. ("**BuiltRite**"). BuiltRite occupied the Property from February 1, 2014 to August 8, 2017 pursuant to a lease between BuiltRite and 238 dated January 15, 2014 (the "**Lease**").

-
5. The Receiver has been administering the receivership on the assumption that the only assets of 238 are the Property and any amounts that may be owing to 238 by BuiltRite. The Receiver has been advised by 238 that no financial statements have ever been prepared for 238.

II. RELEVANT PROCEDURAL HISTORY OF RECEIVERSHIP

6. Following its appointment, the Receiver brought a motion, returnable on May 29, 2017, seeking certain relief in connection with the Property, including authorization to enter into a listing agreement in respect of same and to market the Property for sale. On May 29, 2017, Justice Pattillo made an Order, (the "**May 29 Order**"), of copy of which is attached hereto as **Appendix "C"**, that states, *inter alia*:

- (a) the Receiver was authorized to:
- (i) enter into a listing agreement (the "**CBRE Listing Agreement**") with CBRE Limited ("**CBRE**") for the marketing for sale of the Property; and
 - (ii) list the Property for sale and market the Property to prospective purchasers; and
- (b) as of June 21, 2017 the Receiver was authorized to terminate the Lease on 45-days' notice, at the end of which period vacant possession was to be delivered to the Receiver.

7. Following issuance of the May 29 Order, the Receiver encountered difficulty in obtaining access to the Property, which continued to be occupied by BuiltRite, for

the purposes of providing tours to prospective purchasers. Furthermore, BuiltRite continued to be in breach of certain obligations pursuant to the Lease.

8. These issues precipitated Court attendances on July 6, 2017 and July 21, 2017. On July 21, 2017, Justice Conway made an Order (the "**July 21 Order**"), a copy of which is attached hereto as **Appendix "D"**:
 - (a) declaring that a Notice of Termination of Lease issued by the Receiver on June 22, 2017 in respect of the Lease was properly issued and that the Lease was terminated effective as of August 8, 2017 (the "**Termination Date**"); and
 - (b) ordering BuiltRite and 238 to deliver vacant possession of the Premises upon the Termination Date.
9. The Receiver took possession of the property on August 8, 2017 and proceeded to market the property for sale with CBRE in accordance with the CBRE Listing Agreement approved by this Honorable Court as referenced above.
10. On November 23, 2017, following completion of the marketing process for the Property, the Receiver brought a motion, returnable on December 5, 2017, for the purpose of, *inter alia*:
 - (a) seeking approval of the sale of the property (the "**Approval & Vesting Order**"); and
 - (b) seeking the advice and direction of the Court as to the nature and priority of certain claims asserted by Eco Energy Home Services Inc. ("**Eco**").

-
11. A second motion for advice and directions was brought by Eco, also returnable on December 5, 2017, seeking a declaration that Eco was the beneficiary of a trust in respect of proceeds received by the Receiver in connection with the Property.
 12. On December 5, 2017, Justice Conway:
 - (a) granted the Approval and Vesting Order sought by the Receiver, a copy of which is attached hereto as **Appendix “E”**;
 - (b) granted an additional Order (the “**Ancillary Relief Order**”) concerning various ancillary relief. A copy of the Ancillary Relief Order is attached hereto as **Appendix “F”**; and
 - (c) adjourned the motion for advice and directions respecting Eco’s claim to January 10, 2018 in order to permit settlement discussions to take place between counsel, with a view to resolving the question of Eco’s trust claims. A copy of the Endorsement of Justice Conway is attached hereto as **Appendix “G”**.
 13. Prior to the return of the motion for advice and directions, Eco and the directly affected parties agreed to terms of settlement in principle for the resolution of Eco’s claims, which settlement is supported by the Receiver.
 14. At the return on January 10, 2018, Justice Conway made an Endorsement (the “**January 10 Endorsement**”) that reads, in part: “The Eco Trust Claim has now been resolved in principle. The [Receiver] is bringing a motion for approval of same, likely unopposed. Motion set for 30 minutes on Jan 24, 2018...” A copy of the January 10 Endorsement is attached hereto as **Appendix “H”**.

-
15. The orders and reports referred to in this report, together with related Court documents, are posted on the Receiver's website, which can be found at <http://rsmcanada.com/what-we-do/services/consulting/financial-advisory/restructuring-recovery/current-restructuring-recovery-engagements/2380009-ontario-limited.html>

Purpose of Fifth Report

16. The purpose of this fifth report of the Receiver (the "**Fifth Report**") is to:
- (a) report to the Court on the activities of the Receiver since the date of the Receiver's Fourth Report and Second Supplemental Report to the Fourth Report;
 - (b) report to the Court on the closing of the sale of the Property;
 - (c) report to the Court on the potential income tax liability arising from the completion of the sale of the Property and the status of the Receiver's communications with Canada Revenue Agency in respect of same;
 - (d) provide the Court with a summary of the Receiver's cash receipts and disbursements for the period from February 7, 2017 to January 10, 2018 (the "**R&D**"); and
 - (e) seek an order:
 - a. approving the Receiver entering into and completing the settlement with Eco and authorizing payment to Eco of the Settlement Amount (as herein defined);

-
- b. releasing to the Receiver the balance of the Segregated Eco Funds (as herein defined) for use in the administration of the receivership or otherwise for distribution to the creditors of 238;
 - c. approving the Fifth Report, the Receiver's conduct and activities described therein and the R&D; and
 - d. approving the fees and disbursements of the Receiver and of the Receiver's counsel, from November 25, 2017 to December 31, 2017 and November 23, 2017 to December 21, 2017, respectively.

Terms of Reference

17. In preparing this Fifth Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "**Information**"). Certain of the information contained in this Fifth Report may refer to, or is based on, the Information. As the Information has been provided by other parties, or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited 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 CPA Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
18. Unless otherwise stated, all dollar amounts contained in the Fifth Report are expressed in Canadian dollars.

III. COMPLETION OF THE SALE OF THE PROPERTY

19. In the Receiver's Fourth Report to Court, the Receiver provided the Court with details of the proposed sale transaction with the Purchaser. Following the issuance of the Approval & Vesting Order, the Receiver proceeded to close the sale transaction.
20. Prior to the closing of the sale transaction, the purchaser advised that the name of the entity that was incorporated to purchase the Property was 2603092 Ontario Inc. (the name used of the accepted offer was a placeholder name), and the closing documents were prepared accordingly. The sale closed on December 19, 2017.
21. A copy of the Receiver's Certificate filed with the Court on December 19, 2017 is attached to this report as **Appendix "I"**.

IV. POTENTIAL INCOME TAX LIABILITY FROM THE SALE OF THE PROPERTY

Claims of Canada Revenue Agency ("CRA")

22. No corporate income tax returns were filed by 238. The Receiver is in the process of preparing the corporate income tax returns of 238 in order to attempt to recover the HST Input Tax Credits arising during the post-receivership period. Based on the Receiver's understanding of 238's operations, the Receiver estimates that 238 incurred losses for income tax purposes in the years prior to the receivership.
23. Although the sale price of the Property exceeded the price paid for it by 238, it was the Receiver's understanding that in view of the receivership proceedings, there would be no capital gains tax liabilities payable by the Receiver as a result of the sale. However, the Receiver nonetheless thought it prudent to obtain confirmation

from CRA that CRA would not take the position that the Receiver bore liability to pay capital gains taxes associated with the sale of the Property. The Receiver estimates that the capital gains tax liability resulting from the sale of the Property, if applicable, would be equal to approximately \$1,000,000.

24. Accordingly, the Receiver has contacted CRA to request such confirmation. The Receiver has provided information to CRA in support of the Receiver's view that the Receiver is not liable for any such taxes and is currently awaiting CRA to confirm its position.

V. SETTLEMENT OF ECO ENERGY HOME SERVICES INC. CLAIMS

Eco Trust Claim

Motion for Advice and Directions

25. As referenced previously, both the Receiver and Eco brought motions for advice and direction concerning a trust claim asserted by Eco pursuant to s.7(3) of the *Construction Lien Act* (the "**Eco Claim**"). The Eco Claim relates to amounts outstanding and owed to Eco by 238 in connection with Eco's installation of an HVAC unit at the Property. Counsel for Eco quantified its claims for principal, interest and related legal fees, as of November 21, 2017, as being in the amount of \$40,580.75, not inclusive of additional legal costs to be incurred if the motion for advice and direction proceeded on an opposed basis. Attached hereto as **Appendix "J"** is a copy of the Motion Record filed by Eco in connection with Eco's motion for advice and directions.

-
26. The relevant facts and circumstances surrounding Eco's claim are similarly addressed in the Receiver's Fourth Report to Court (the "**Fourth Report**") at paragraphs 79-99, which is attached hereto as **Appendix "K"**.
27. Both Eco and the Receiver's motions for advice and directions concerning the nature and priority of the Eco Claim were originally returnable December 5, 2017, to be heard together with the Receiver's motion for approval of the sale of the Property.
28. On December 5, 2017, all aspects of the Receiver's motion concerning the sale of the Property and related ancillary relief were heard and determined by Justice Conway. With respect to the advice and directions sought in relation to the Eco Claim, Justice Conway adjourned the issue to January 10, 2018, in order to allow settlement discussions to take place between Eco and the affected creditors, which discussions were to be facilitated by the Receiver.
29. Given the nature of Eco's claim, the Ancillary Relief Order issued on December 5, 2017 required that the Receiver hold the sum of \$60,000 in trust (the "**Segregated Eco Funds**"), pending further order of the Court respecting the Eco Claim.

The affected creditors

30. Prior to the closing of the sale of the Property, the question of whose economic interest would be directly affected by any settlement which accounted for payment to Eco in priority to creditors with a secured interest in the Property was uncertain. Now that the sale of the Property is closed, and given that there are not anticipated to be significant further realizations from the assets of 238, the Receiver has identified the directly affected party.

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31. Based upon receipts to date, there will be a shortfall suffered in connection with the second mortgage registered on title to the Property. There will be no realizations for any subsequent mortgagees. Settlement of the Eco Claim, or Court confirmation that funds in the hands of the Receiver were impressed with a trust in favour of Eco, would therefore erode the distribution that would otherwise be available under the second mortgage. No parties, other than those interested under the second mortgage, are affected.
32. The second mortgage on the Property was registered on title to the Property as Instrument No. PR2754956 on July 28, 2015 (the “**Second Mortgage**”) and is held by Atlantic (HS) Capital Inc., Atlantic Advantage Management Inc. and 2383603 Ontario Inc. (the “**Second Mortgagees**”). Attached hereto as **Appendix “L”** is a copy of the parcel register for the Property and a copy of the Second Mortgage.
33. The Receiver’s counsel has obtained and reviewed documentation from the Second Mortgagees concerning the Second Mortgage and has advised the Receiver that, subject to the usual qualifications, it is satisfied that the Second Mortgage is valid and enforceable.

The Fan Proceeding

34. An order of Master Mills issued on November 14, 2017 (the “**Mills Order**”) in a separate proceeding (the “**Fan Proceeding**”), has determined the relative interests in the Second Mortgage as follows:
- (a) 2383603 Ontario Inc.: 38.46%;
 - (b) Atlantic (HS) Capital Inc. and Atlantic Advantage Management Inc.: 61.54%.

35. The Mills Order further provides that “40% of 2383603 Ontario Inc.’s entitlement to any Proceeds of Sale shall be paid into the trust account of Advocates LLP, up to the amount of \$475,000.00, before any of the Proceeds of Sale shall be distributed to 2383603 Ontario Inc.” and thereafter shall be released to the plaintiff in the Fan Proceeding, Angela Fan, as a credit towards her claim in that proceeding. A copy of the Mills Order is attached hereto as **Appendix “M”**.

Settlement of Eco Claim

36. As referenced previously, Eco and the Second Mortgagees have come to agreement on settlement in principle of the Eco Claim. Given the consent of these parties to same, the Receiver supports the settlement.

37. The terms of the proposed settlement are as follows:

- (a) the Receiver will pay to Eco, from the Segregated Eco Funds, the amount of \$25,000, all inclusive, in full and final settlement of all claims advanced by Eco (the “**Settlement Amount**”). The balance of the Segregated Eco Funds shall be released to the Receiver for use in the administration of the receivership or otherwise for distribution to the creditors of 238;
- (b) in consideration of payment of the Settlement Amount, Eco, the Receiver and the Second Mortgagees will execute a full and final mutual release of all claims in a form to be agreed upon by counsel, acting reasonably;
- (c) Minutes of Settlement shall be prepared and agreed by the parties, acting reasonably, reflecting the above terms of settlement; and

-
- (d) the Receiver will prepare a report to Court seeking approval of the settlement and a Court order permitting payment of funds to Eco in the manner described above.
38. Settlement documentation has yet to be finalized, but the Receiver anticipates that prior to the return of this Motion, settlement documentation will have been completed and executed by Eco, the Receiver and the Second Mortgagees.
39. Counsel for Angela Fan has been advised of the settlement. As of the date of this report, Ms. Fan has not advised as to whether she consents to the settlement, opposes the settlement or takes no position.
40. The Receiver therefore seeks the Court's approval:
- (a) of the settlement with Eco and payment by the Receiver of the Settlement Amount to Eco from the Eco Segregated Funds; and
 - (b) that the balance of the Eco Segregated Funds held in trust be released to the Receiver for use in the administration of the receivership or otherwise for distribution to the creditors of 238.

VI. RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

41. Attached to this report as **Appendix "N"** is the R&D for the period February 7, 2017 to January 10, 2018. Taking into account the net proceeds from the sale of the Property, as well as the repayment to the first mortgagee of its indebtedness and amounts borrowed by the Receiver pursuant to Receiver Certificates, the excess of cash receipts over disbursements is \$1,932,750. This amount does not reflect

any amounts which may be owing to CRA on account of 238's HST liability or amounts that may be payable arising from the sale of the Property.

42. As set out in the Fourth Report, the timing of any future distributions by the Receiver will, in light of the recent Federal Court of Appeal decision in *Her Majesty the Queen vs. Callidus Capital Corporation*, be dependent on the Receiver receiving confirmation from CRA that all claims against 238 of Her Majesty the Queen which may have priority over the claims of 238's secured creditors, have been paid in full, or upon further Order of the Court.

VII. PROFESSIONAL FEES

43. The Receiver's account totals \$26,688.50 in fees plus HST of \$3,469.51 for a total amount of \$30,158.01 for the period November 25, 2017 to December 31, 2017 (the "**Receiver's Account**"). A copy of the Receiver's Account setting out the total billable hours charged per the account is attached to the Affidavit of Daniel Weisz sworn January 16, 2018 that is attached to this report as **Appendix "O"**.
44. The account of the Receiver's counsel, Torkin Manes, totals \$51,858.78 in fees and disbursements and \$6,717.80 in HST for a total of \$58,576.58 (the "**Torkin Manes Account**") for the period November 23, 2017 to December 21, 2017. A copy of the Torkin Manes Account, together with a summary of the personnel, hours and hourly rates described in the Torkin Manes Account, supported by the Affidavit of Stewart D. Thom sworn January 16, 2018 is attached to this report as **Appendix "P"**.

Affidavit of Stewart D. Thom sworn January 16, 2018 is attached to this report as **Appendix "P"**.

VIII. CONCLUSION

45. The Receiver respectfully requests that the Court grant an Order which provides for the following:

- (a) approving the Receiver entering into and completing the settlement with Eco described herein, authorizing the Receiver to pay the Settlement Amount to Eco and releasing to the Receiver the balance of the Segregated Eco Funds for use in the administration of the receivership or otherwise for distribution to the creditors of 238;
- (b) approving the Fifth Report, the Receiver's conduct and activities described therein and the R&D; and
- (c) approving the fees and disbursements of the Receiver and of the Receiver's counsel, from November 25, 2017 to December 31, 2017 and November 23, 2017 to December 21, 2017, respectively.

All of which is respectfully submitted to this Court as of this 16th day of January, 2018.

RSM CANADA LIMITED

In its capacity as Court Appointed Receiver
of 2380009 Ontario Limited and
not in its personal capacity



Per: Daniel Weisz, CPA, CA, CFF, CIRP, LIT
Senior Vice President

34487.0002/10827628 .1

TAB 0

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

2292912 ONTARIO INC.

Applicant

- and -

2380009 ONTARIO LIMITED

Respondent

AFFIDAVIT OF DANIEL WEISZ
(Sworn January 16, 2018)

I, **DANIEL WEISZ**, of the City of Vaughan, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Senior Vice-President of RSM Canada Limited ("**RSM**") and as such I have personal knowledge of the matters to which I hereinafter depose, save and except those matters based upon information and belief, in which case I have stated the source of such facts, all of which I verily believe to be true.
2. Pursuant to an order of the Court dated February 7, 2017, Collins Barrow Toronto Limited was appointed receiver (the "**Receiver**"), without security, of all of the assets,

undertakings and properties of 2380009 Ontario Limited (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof.

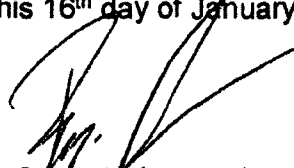
3. On December 5, 2017, Justice Hainey made an Order (the "Substitution Order") that the name RSM Canada Limited be substituted in place of the name Collins Barrow Toronto Limited in respect of this proceeding (and other mandates on which it is acting).

4. Attached hereto and marked as Exhibit "A" to this my affidavit is a copy of an invoice issued by RSM for fees and disbursements incurred by the Receiver in respect of the receivership proceedings for the period November 25, 2017 to December 31, 2017 (the "Period"). The total fees charged for the Period are \$26,688.50, plus HST of \$3,469.51 for a total of \$30,158.01. The average hourly rate charged during the Period was \$454.66.

5. The invoice is a fair and accurate description of the services provided and the amounts charged during the Period.

6. I make this affidavit in support of a motion for an Order approving the Receiver's fees and disbursements and for no other or improper purpose.

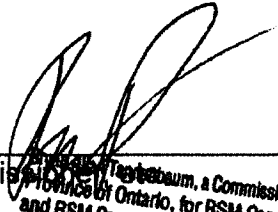
SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 16th day of January, 2018


A Commissioner, etc.

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_____)
DANIEL WEISZ

Bryan Allan Tannenbaum, a Commissioner, etc.,
Province of Ontario, for RSM Canada LLP
and RSM Canada Limited.
Expires January 5, 2021.

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF DANIEL WEISZ SWORN BEFORE ME
THIS 16th DAY OF JANUARY, 2018**



A Commissioner of the Province of Ontario, for RSM Canada LLP
and RSM Canada Limited.
Expires January 5, 2021



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
Licensed Insolvency Trustee
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver of 2380009 Ontario Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date January 5, 2018

Client File 301618-36118

Invoice 12

No. C000588

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Court-appointed Receiver of 2380009 Ontario Limited ("238" or the "Company") for the period November 25, 2017 to December 31, 2017.

Date	Professional	Description
11/27/2017	Daniel Weisz	Discussion with S. Steele of CBRE Limited ("CBRE") regarding the status of the closing of the transaction, listing agreement; review of sections of draft factum and discussion with S. Thom of Torkin Manes LLP ("Torkin") re same; review correspondence from counsel to second mortgagee and provide comments to B. Cohen of Torkin re his draft reply; conference call with B. Cohen and S. Thom re same.
11/27/2017	Brenda Wong	Review emails; prepare second supplemental report to Fourth Report; review Torkin changes to supplemental report and check references to source; file October 31, 2017 RT0002 return; review and respond to emails from SG Security, Toromont Cat Power Systems ("Toromont") and J. Tertigas of Tert & Ross Ltd. ("T&R") regarding delivery of heater; emails with HUB International Insurance Brokers ("HUB") regarding HVAC system and rental of heater.
11/28/2017	Daniel Weisz	Discussion with B. Wong regarding delivery of heater; review draft email to T&R and discussion with B. Wong on same; work on updating second supplemental report to court, fee affidavit; discussion with S Thom; review letter from counsel to second mortgagee.
11/28/2017	Brenda Wong	Review and draft response to email from J. Tertigas; discussions with D. Weisz and S. Thom regarding heater; calls from L. Kingston of Canada Revenue Agency ("CRA") regarding RC4616 election status; emails with Toromont regarding heater; email to J. Tertigas regarding manual for set-up of heater.
11/29/2017	Daniel Weisz	Discussion with S. Thom regarding updating Second Supplementary Report, review S. Thom comments and update, discussion with B. Wong on same;

¹ Pursuant to a Substitution Order dated December 5, 2017, the Receiver's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
		review, finalize and sign second supplementary report; attend at Torkin's office to discuss reports and court application scheduled for December 5; exchange emails with A. English of Torkin regarding assignment of agreement of purchase and sale by the purchaser; review amended notice of motion served; review draft confidentiality agreement and forward comments to B. Cohen; review emails regarding status of heater; review correspondence between B. Cohen and O. Wong of Oscar C. Wong Professional Corporation.
11/29/2017	Brenda Wong	Review email from SG Security regarding heater status; review changes to supplementary report; follow up with GFL Environmental Inc. ("GFL") regarding pick-up of barrels; review Invoices to pay.
11/30/2017	Cindy Baeta	Post accruals for disbursements to pay in Ascend.
11/30/2017	Brenda Wong	Review estate trust account cash position.
11/30/2017	Daniel Weisz	Discussion with B. Cohen regarding his discussion with O. Wong; review changes to confidentiality agreement; review and sign cheques; review information request from CBRE regarding FINTRAC; discussion with B. Wong regarding status regarding O. Wong and B. Cohen's discussion with R. Finkel; review and execute confidentiality agreement; review draft letter to O. Wong, provide comments and discussion with B. Cohen.
12/1/2017	Brenda Wong	Review factum received and arrange for posting to web page.
12/1/2017	Daniel Weisz	Discussions with B. Cohen regarding correspondence with O. Wong and potential income tax liability and prepare schedule regarding same; discussion with S. Thom regarding court attendance next week and factum filed by counsel to Eco Energy; review draft email to O. Wong and exchange emails with B. Cohen regarding same; review subsequent email from O. Wong and discussion with B. Cohen re same; review draft court orders and provide comments to S. Thom; discussion with B. Cohen regarding Eco Energy; review revised reply to O. Wong and provide comments to B. Cohen; discussion with R. Finkel on status.
12/4/2017	Brenda Wong	Send email to J. Tertigas regarding heater and low-temperature monitor and review response; email to Toromont to confirm heater operation; call to CRA to inquire regarding treatment of rent not collected.
12/4/2017	Daniel Weisz	Review emails re O. Wong; discussion with S. Thom regarding court motion tomorrow.
12/5/2017	Daniel Weisz	Prepare for and attend in court re application for court approval of the agreement of purchase and sale and re Eco Energy motion for directions; email to Torkin regarding closing date for the sale; review email from R. Finkel and B. Cohen reply thereto.
12/5/2017	Brenda Wong	Review invoice for payment.
12/6/2017	Brenda Wong	Discussion with J. Berger regarding preparation of HST returns and financial statements; emails with A. English regarding service contracts.
12/6/2017	Daniel Weisz	Review and exchange emails with Torkin regarding scheduled closing date, assignment of contracts, etc.; discussion with S. Steele on court order obtained and scheduled closing date; exchange emails with R. Finkel regarding estimated closing date; discussion with B. Wong on assignment of contracts.

Date	Professional	Description
12/7/2017	Daniel Weisz	Discussion with S. Thom regarding correspondence to be sent to F Tayar's office re Eco Energy and to O. Wong; discussion with A. Miller of CBRE regarding approval and vesting order obtained; discussion with A. English regarding CBRE request and status of closing date.
12/7/2017	Brenda Wong	Discussion with J. Tertigas regarding heater and sensor; discussion with HUB regarding requirement for sensor to be installed or daily site visits; email to J. Tertigas to schedule daily site visits.
12/8/2017	Cindy Baeta	Prepare bank reconciliation; prepare disbursement cheques.
12/8/2017	Daniel Weisz	Review email from purchaser's counsel regarding contracts not being assumed; review and sign cheques.
12/11/2017	Brenda Wong	Email and call with J. Tertigas regarding closing date and arranging for Toromont and Campbell to attend; email to A. English regarding closing matters; email to GFL regarding pick-up of barrels; call Enbridge and Alectra and City of Mississauga and Region of Peel Water to request final meter readings; emails with Toromont regarding termination of rental contract; review correspondence from purchaser's counsel and discussion with D. Weisz re closing; email to J. Tertigas regarding keys to be turned over to the purchaser.
12/11/2017	Daniel Weisz	Review emails regarding closing issues and discussion with B. Wong on same; review correspondence from CBRE regarding commissions and email to CBRE re same; discussion with S. Thom regarding correspondence he received from B. Romano re position of M. Iacobelli and G. Iacobelli; review email from A. English regarding closing issues and respond to same.
12/12/2017	Brenda Wong	Review/respond to emails regarding assignment of snow removal contract; call and emails with J. Tertigas regarding electrician and heater pick-up; email to A. English regarding timing of closing on December 18; review statement of adjustments.
12/12/2017	Daniel Weisz	Exchange emails with A. English regarding purchaser assuming the snow removal contract and discussion with B. Wong on same; review Torkin memo regarding responsibility of a Receiver to pay capital gains tax on disposition of a property in receivership; provide corporate profile report and court order to CBRE pursuant to its request and meet with B. Wong re same; emails to D. Winters of Department of Justice to request a call and email to B. Cohen re same; review draft closing documents and provide comments to A. English.
12/13/2017	Daniel Weisz	Discussion with A. English regarding comments on the draft closing documents; discussion with B. Cohen in anticipation of call with D. Winters tomorrow and email to B. Wong re same; review further revisions to closing documents and exchange emails with A. English re same.
12/14/2017	Brenda Wong	Review emails re closing; email to J. Tertigas regarding timing of transfer of property; follow up with GFL regarding pick-up; review invoices to pay; review emails re heater.

Date	Professional	Description
12/14/2017	Daniel Weisz	Prepare for and attend conference call with R. Bhandari of CRA, D. Winters, B. Cohen to discuss the status of the receivership and potential tax issues relating to same; review revised documents forwarded to purchaser's counsel and discussion with A. English; discussion with B. Wong regarding closing of sale and attendance at property; exchange emails with CBRE regarding the closing date; review comments from purchaser's counsel regarding draft closing documents and exchange emails with A. English regarding same; review exchange of correspondence between S. Thom and O. Wong; discussion with S. Thom regarding email from B. Wong and status of Eco Energy; discussion with A. English regarding timing of closing time to be put in registration document and subsequent exchange of emails; review S. Thom reply to O. Wong; review email from A. English regarding purchaser request re heater; email to T. Thompson of HUB re same, discussion with T. Thompson and email to A. English.
12/15/2017	Cindy Baeta	Prepare disbursement cheques.
12/15/2017	Brenda Wong	Calls with and email to Toromont regarding status of the rental contract; review and sign disbursement cheques; review emails re closing; prepare and send key sign-off sheet to J. Tertigas.
12/15/2017	Daniel Weisz	Discussion with B. Wong regarding heater issue; prepare for and attend at Torkin to sign closing documents re sale of property and to discuss issue re heater; meet with S. Thom to discuss status of Eco Energy and O. Wong's client; exchange emails with A. English regarding the heater and the closing date; review and sign cheques; review purchaser director resolution and email to A. English re same.
12/18/2017	Daniel Weisz	Review and exchange emails regarding closing of the transaction; discussion with A. English regarding status of closing; review and file emails; discussion with B. Wong on heater at the premises; discussions with A. English, B. Wong and T. Thompson regarding matters relating to the extension of the closing date re the sale of the property; discussion with R. Finkel regarding status of the completion of sale of the property.
12/18/2017	Brenda Wong	Emails and or calls with Torkin and J. Tertigas regarding closing.
12/19/2017	Brenda Wong	Review emails and call to J. Tertigas regarding time scheduled for transfer of keys to purchaser; prepare letter for wire transfer to Timbercreek and calculate balance payable to Timbercreek; prepare letter for transfer to CBRE and call to verify wire transfer information; prepare cheque/receipts processing forms for processing of sales transaction; email to Garden City regarding assignment of contract; email to HUB to cancel insurance.
12/19/2017	Daniel Weisz	Review emails regarding closing of the sale of the property today; discussion with R. Bhandari on status of CRA position regarding taxes payable by the Receiver; exchange emails with A. English re keys to the property, E. Kowalewska of Macdonald Sager Manis LLP re same; emails to P. Jones and R. Finkel regarding completion of the sale of the property and proposed distribution; exchange emails with CBRE regarding the closing of the transaction; discussion with B. Wong regarding delivery of keys and attend at MacDonald Sager Manis to deliver a set of keys; prepare schedule of funds potentially available for distribution.
12/20/2017	Brenda Wong	Review estimate of available funds.

Date	Professional	Description
12/20/2017	Daniel Weisz	Discussion with S. Thom regarding status of receipt of security of second mortgagee and preliminary review of information provided; review and file emails; emails to Timbercreek regarding wiring of funds; review and update schedules regarding funds on hand; review Torkin account and exchange emails with D. Bafaro re same.
12/21/2017	Cindy Baeta	Prepare disbursement cheques.
12/21/2017	Daniel Weisz	Draft letter to Torkin.
12/22/2017	Daniel Weisz	Discussion with R. Bhandari regarding CRA position on income tax re gain on the sale of the property and email to B. Cohen re same; exchange emails with B. Cohen; filing of documents; discussion with J. Berger on investment of funds and review and sign letter to Bank of Montreal re same.
12/27/2017	Daniel Weisz	Review and file emails.
12/28/2017	Daniel Weisz	Discussion with B. Wong on calculation of interest on Receiver's Certificates and email from L. Wheller of Timbercreek re same.
12/28/2017	Brenda Wong	Review exit photos and save to server; review and file emails; review schedule from Timbercreek regarding calculation of interest on Receiver advances; review invoices to pay; review general ledger and journal entry required to account for repayment of receiver certificates and interest thereon.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	42.50	\$ 495	\$ 21,037.50
Brenda Wong, CIRP, LIT	Senior Manager	14.60	\$ 375	5,475.00
Cindy Baeta	Estate Administrator	1.60	\$ 110	176.00
Total hours and professional fees		58.70		\$ 26,688.50
HST @ 13%				3,469.51
Total payable				\$ 30,158.01

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.
 RSM CANADA LIMITED

TAB P

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

2292912 ONTARIO INC.

Applicant

-and-

2380009 ONTARIO LIMITED

Respondent

APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

AFFIDAVIT OF STEWART THOM

I, Stewart Thom, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Lawyer with the law firm of TORKIN MANES LLP ("**Torkin Manes**"), which has been engaged as independent counsel to RSM Canada Limited ("**RSM**") formerly Collins Barrow Toronto Limited, in its capacity as Court-Appointed Receiver, over the assets and undertakings of 2380009 Ontario Limited in this proceeding and as such have knowledge of the matters to which I hereinafter depose either through my own knowledge or by informing myself with respect thereto in which case I have indicated the source of my information and belief.
2. Attached hereto as **Exhibit "A"** are true copies of the accounts issued by Torkin Manes to RSM, in its capacity as Court-Appointed Receiver, which includes detailed descriptions of the work performed for the period from November 23, 2017 to and including December 21, 2017. The

total fees charged by Torkin Manes to RSM during this period were \$48,846.00 plus HST of \$6,349.98, plus disbursements of \$3,012.78 plus HST of \$367.82, for a total amount of \$58,576.58.

3. I confirm that the attached accounts accurately reflect the services provided by Torkin Manes in this matter and the fees and disbursements claimed by it during the period described above.

4. Additionally, attached hereto as **Exhibit "B"** is a summary of additional information with respect to the aforesaid account indicating all members of Torkin Manes who worked on this matter during the period described above, their year of call to the bar, total time charges and hourly rates, and I hereby confirm that this list represents an accurate accounts of such information.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on
January 16, 2018



Commissioner for Taking Affidavits
(or as may be authorized) **Peter Straszynski**



STEWART THOM

This is Exhibit "A" referred to in the Affidavit of Stewart Thom
sworn January 16, 2018



Commissioner for Taking Affidavits (or as may be)

Peter Straszynski

Torkin Manes LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto, ON M5C 2W7

Tel: 416 863 1188
Fax: 416 863 0305
torkinmanes.com

Torkin|Manes
Barristers & Solicitors

January 16, 2018

Attention: Daniel Weisz
RSM Canada
Court-appointed Receiver of
2380009 Ontario Limited
11 King St. W., Suite 700, Box 27
Toronto, ON M5H 4C7

Invoice No.: 297554

ACCOUNT FOR PROFESSIONAL SERVICES RENDERED

RE: Receivership of 2380009 Ontario Inc.
File No.: 34487.0002

TO PROFESSIONAL SERVICES RENDERED HEREIN AS FOLLOWS:

Nov 23 17	ND	Assembled exhibits, scanned motion record and served the motion record of the receiver returnable December 5	1.30
Nov 23 17	BAC	Review revisions to 4th Report; dialogue with Stewart Thom; correspondence to H. Manis; correspondence from Receiver; review material; correspondence to Receiver; correspondence to H. Manis	0.70
Nov 23 17	BAC	Receive correspondence from Receiver; review rental quote; provide comment to Receiver	0.20
Nov 23 17	SDT	Continued preparation and revision to motion materials and 4th report of receiver; communications with counsel for Eco re inspection of security document and inclusion of request for certificate of substantial performance; review of law re inclusion of interest and costs in CLA trust claim;	5.30

finalization and service of materials
re motion for approval of sale and
advice and directions re Eco claims

Nov 24 17	ND	Drafted and swore the affidavit of service for the Motion Record returnable December 5, 2017; assigned by Stewart Thom	0.30
Nov 24 17	JJS	Review of materials filed by Mr. Tayar and analysis of same; inter-office discussion with Mr. Thom; review of draft factum and comments on same; several inter-office discussions with Mr. Thom regarding strategy and approach	3.00
Nov 24 17	SDT	Preparation of factum re motion for advice and directions re Eco claims; revisions/comment to confidential fourth report; communications with Ryan Hauk re construction lien act issues	3.20
Nov 26 17	LM	Legal research re post-realization capital gain tax liability of Receiver	3.10
Nov 26 17	SDT	Continued preparation of factum re Advice and Directions	4.70
Nov 27 17	LM	Legal research re liability of receiver for capital gain; discussion with W. Isaacs and B. Cohen re same	2.10
Nov 27 17	ND	Attended the office of Fred Tayar to inspect the original contract of Eco Energy; assigned by Stewart Thom	0.30
Nov 27 17	SDT	Review of additional legal research and additions to law section; completion of draft factum; revisions to same; communications with receiver re comments and revisions to factum; finalization of factum re motion for advice and directions; communication with receiver re finalization of supplemental report and confidential	9.30

		report	
Nov 27 17	BAC	Correspondence from Oscar Wong counsel to second mortgagee, consider same; draft response and provide it to Receiver; telephone discussion with Receiver; revise draft response; correspondence to/from Receiver; correspondence to Oscar Wong	0.50
Nov 27 17	WI	Discussion with Leslie McGrowan re tax issue	0.30
Nov 27 17	RH	Attendance on factum and list of authorities; preparing arguments regarding impact of certificate of substantial performance; discussions with S. Thom regarding the same;	3.20
Nov 28 17	LM	Drafted memorandum re tax liability of receiver for capital gain on disposition of property; discussion with K. Leung re tax vetting for memorandum	1.20
Nov 28 17	AE	To e-mail correspondence with Daniel Weisz and purchaser's counsel re Assignment of Agreement of Purchase and Sale	0.10
Nov 28 17	ND	Prepared book of authorities for the Eco breach of trust Motion and compiled accompanying cases	1.10
Nov 28 17	BAC	Correspondence from Oscar Wong, consider same; correspondence to Receiver	0.30
Nov 28 17	BAC	Correspondence from Receiver; correspondence to Receiver	0.20
Nov 28 17	BAC	Review correspondence from Oscar Wong; prepare initial draft of non disclosure and no participation as purchaser agreement	0.80

Nov 28 17	SDT	Correspondence with Receiver re second supplemental report and review/comments re same; correspondence with Receiver re discharge statement from 229; telephone call with Cassels Brock re municipal taxes, correspondence with Receiver re same and follow up correspondence with Cassels Brock re outstanding balance; correspondence with Receiver re confirmation from CRA as to status of 238/BuiltRite HST election; instructions to student re assemble of book of authorities	2.30
Nov 29 17	AE	To e-mail correspondence with Daniel Weisz re consent to assignment; e-mail correspondence with purchaser's counsel re same	0.20
Nov 29 17	SDT	Review and revisions to second supplemental report; preparation of correspondence re service of same; instructions to Josset Johnson re filing of materials and confidential supplemental report; review and revisions to book of authorities; e-mail correspondence with counsel for 238/BuiltRite	3.40
Nov 29 17	BAC	Dialogue with Aaron English regarding specific agreement terms; correspondence from Receiver	0.30
Nov 29 17	BAC	Correspondence to Receiver; receive comments from Receiver on draft agreement; review and consider comments; telephone discussion with Receiver; correspondence to Oscar Wong and the Receiver	0.70
Nov 29 17	BAC	Correspondence from Oscar Wong, consider same; correspondence to Oscar Wong and Receiver	0.20

Nov 30 17	LM	Discussion with K. Leung re tax vetting of memorandum; revisions to memorandum	0.40
Nov 30 17	KL	Review memo; discussion with L. McGowan	0.80
Nov 30 17	BAC	Telephone discussion with Reeva Finkel, 1st mortgagee counsel; correspondence from Oscar Wong, consider issue; revision to confidentiality agreement, send confidentiality agreement to Oscar Wong; correspondence from Oscar Wong, receipt of executed confidentiality agreement; correspondence to Receiver; telephone discussion with Receiver; draft confidential letter of advice as to sale price and provide to Receiver fro review/consent.	1.00
Nov 30 17	BAC	Telephone discussion with Receiver; receipt of comments from Receiver, consider same; revise letter to Oscar Wong; correspondence to Oscar Wong and Receiver	0.40
Nov 30 17	SDT	Discussions with Barry Cohen re communication with second mortgagee and terms of confidentiality agreement; received communication from court re rejection of factum due to length; revisions to factum to conform with length requirement set by court; service of revised factum	3.70
Dec 01 17	AE	To updating searches and attending to finalization of approval and vesting order; review of assignment of agreement of purchase and sale and notice of same; e-mail correspondence with Daniel Weisz re same	0.50
Dec 01 17	LM	Review and revision of memorandum; continued legal research re income tax liability of a receiver	1.50

Dec 01 17	BAC	Telephone discussion with Receiver re sale issue	0.20
Dec 01 17	BAC	Telephone discussion with Receiver; receipt of correspondence from Oscar Wong; correspondence to Receiver; telephone discussion with Receiver; dialogue with Kay Leung and Leslie McGowran regarding tax issue and research areas to address	1.40
Dec 01 17	BAC	Correspondence from Oscar Wong; telephone discussion with Receiver; draft response to Oscar Wong and Receiver	0.30
Dec 01 17	BAC	Telephone discussion with Receiver; amend correspondence to Oscar Wong	0.30
Dec 01 17	KL	Research clearance certificate issue	1.70
Dec 01 17	SDT	Received and reviewed factum and brief of authorities from Eco; review of case law referenced by Eco; communication with counsel for purchaser re return of motion and materials; communication with Aaron English re sale of property; instructions to Ryan Hauk re additional research responding to Eco factum issues; communications with Receiver and Barry Cohen re calculation of net proceeds and tax issues	3.90
Dec 04 17	LM	Review of CRA directive re legal representatives received from K. Leung; continued legal research re receivers considered as legal representatives; telephone call with Canada Revenue Agency re same	2.10
Dec 04 17	BAC	Correspondence from Oscar Wong; correspondence to Oscar Wong; dialogue with Stewart Thom regarding motion	0.50

Dec 04 17	BAC	Consider tax liability of Receiver; review CRA directive RCD-01-01; internal office discussion with Leslie McGowran; correspondence to Receiver	2.00
Dec 04 17	KL	Research tax issue; discuss with B. Cohen and L. McGowran	1.20
Dec 04 17	SDT	Telephone call to Oscar Wong re attendance at motion and approval of sale; communications with receiver re same; additional legal research re Eco motion and preparation of oral argument, review of all materials and case law; finalization of draft orders re APV and ancillary relief; communications with counsel re same; communications with counsel for applicant re timing of notice of enforcement and discoverability of Eco claims	8.50
Dec 05 17	AE	To commencing preparing for closing; conference with Barry Cohen re closing date	0.70
Dec 05 17	BAC	Telephone discussion with Reeva Finkel; correspondence from/to Reeva Finkel	0.40
Dec 05 17	BAC	Correspondence from/to Receiver	0.30
Dec 05 17	SDT	Preparation for and attendance in court	4.20
Dec 06 17	AE	To e-mail correspondence with Daniel Weisz and Brenda Wong re closing date, adjustments and assignment of contracts; e-mail correspondence with purchaser's counsel re same; telephone discussion with Brenda Wong;	1.00
Dec 06 17	SDT	Communications with receiver and counsel for applicant re timing of closing, relevant appeal period and disclosure of purchase price; attended to issuance of order; communications with counsel for purchaser re issued	1.70

order and timing of closing;
communications with Barry Cohen re
capital gains issue and review of
memorandum and related information

Dec 07 17	AE	To telephone discussion with Daniel Weisz re satisfaction of approval and vesting order; telephone discussion and e-mail correspondence with Alison Miller re same and re commission statement; review of draft closing documents; e-mail correspondence with purchaser's counsel re closing date	1.20
Dec 08 17	AE	To e-mail correspondence with Edyta Kowalewska re assumption of contracts	0.10
Dec 11 17	AE	To e-mail correspondence with Brenda Wong re walk-around with purchaser and removal of heater; review of requisitions and related documents; e-mail correspondence with Daniel Weisz and Brenda Wong re same; review of revised and additional closing documents; e-mail correspondence with Edyta Kowalewska re assumption of snow removal contract	1.40
Dec 11 17	JJS	Inter-office discussion with Mr. Thom regarding mortgage opinion	0.40
Dec 11 17	LF	Reviewed Agreement of Purchase and Sale; Commenced drafting closing documents; Drafting statement of adjustments	5.00
Dec 11 17	SDT	Received fax from counsel for Iacobelli's re enforcement of security and seizure of assets; telephone call to receiver re same; e-mail and telephone call with counsel re status of receivership, known assets of 238 and tenant and stay of proceedings; correspondence with counsel for Eco re settlement of Eco claims and discussions with counsel for interested	2.70

		party; communications with Oscar Wong re vetting of security and Eco claims	
Dec 12 17	AE	To e-mail correspondence with Daniel Weisz and Brenda Wong re issues relating to assignment of snow removal contract and turnover of keys/passcodes; e-mail correspondence with Edyta Kowalewska re same; finalizing draft closing documents; telephone discussion with Daniel Weisz re closing documents	1.30
Dec 12 17	LF	Continued drafting closing documents; Telephone conversation with the City of Mississauga Tax Department; Email to client attaching draft closing documents	5.00
Dec 12 17	JP	Continued preparing research re: whether s. 4 of the Interest Act has been given a strict interpretation by the courts	3.30
Dec 13 17	AE	To review of comments received from Daniel Weisz on draft closing documents; e-mail correspondence and telephone discussion with Daniel Weisz re same; attending to revisions to documents; attending to reply to requisitions	1.60
Dec 13 17	SDT	Communications with receiver re Eco claims and security of interested party; communications with counsel for Eco re settlement; further communications with counsel for interested party re security and settlement position; communications with Aaron English re closing matters and receiver's certificate	2.00
Dec 14 17	AE	To e-mail correspondence with Edyta Kowalewska re arrangements for turnover of keys and closing documents; review of comments on closing documents received from purchaser's solicitors	0.90

and e-mail correspondence re responses to same; telephone discussion with Daniel Weisz re timing of closing and document registration agreement

Dec 14 17	BAC	Review CRA interpretation bulletin and memo to Danny Weisz in preparation for conference call with Receiver; CRA and Diane Winters (DOJ); conference call; telephone discussion with Receiver	0.40
Dec 14 17	BAC	Dialogue with Stewart Thom regarding second mortgage	0.30
Dec 14 17	SDT	Receipt and review of security documentation provided by counsel for second mortgagee; further correspondence with counsel re same	1.50
Dec 15 17	AE	To attending to outstanding closing matters; meeting with Daniel Weisz re execution of closing documents; review of purchaser's authorizing resolution and e-mail correspondence re same; finalizing reply to requisitions	1.20
Dec 15 17	LF	Reply to requisitions; Further amending closing documents; Email to purchaser's solicitor enclosing purchaser documents for execution; Letter to purchaser's solicitor enclosing original documents for execution; Drafting letter to City of Mississauga Tax Department	6.00
Dec 17 17	AE	To attending to issues re Receiver's certificate	0.10
Dec 18 17	AE	To attending to closing matters, extension of closing and related issues, including telephone discussions with Daniel Weisz re heater issues	2.20
Dec 19 17	AE	To attending to closing; attending to post-closing matters and reporting	1.40

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 January 16, 2018
 Our File No.: 34487.0002
 Invoice # 297554



Dec 19 17	BAC	Various dialogue regarding closing issues; correspondence from/to Receiver	0.40
Dec 19 17	JLS	Attend at Superior Court of Justice to file Receiver Certificate	1.00
Dec 21 17	BAC	Correspondence from/to Receiver	0.30
Total Hours:			126.70

OUR FEE:	\$48,846.00
HST:	\$6,349.98
SUB-TOTAL:	\$55,195.98

LAWYERS' SUMMARY: FEES SUBJECT TO HST:

<u>LAWYERS AND LEGAL ASSISTANTS INVOLVED</u>	<u>HOURLY RATE</u>	<u>HOURS WORKED</u>
Luisa Faria	120.00	16.00
Justyna Parusinski	200.00	3.30
Jennifer Siemon	220.00	1.00
Nicholas Dempsey	220.00	3.00
Leslie McGowran	275.00	10.40
Stewart D. Thom	400.00	56.40
Wesley Isaacs	425.00	.30
Ryan Hauk	425.00	3.20
Aaron English	450.00	13.90
Jeffrey Simpson	540.00	3.40
Kay Leung	600.00	3.70
Barry A. Cohen	675.00	12.10
TOTAL HOURS		126.70

DISBURSEMENTS

TAXABLE DISBURSEMENTS:

Reproduction of documents	702.90
Deliveries	107.52
Long distance telephone charges	3.89
Binding service	44.89
Document Scanning	259.95

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January 16, 2018
Our File No.: 34487.0002
Invoice # 297554

Torkin|Manes
Barristers & Solicitors

Title search disbursements	24.35
Laser copies	440.85
Computer Legal Research	1,066.03
Process Server	160.00
Colour Copies	19.00
	<hr/>
	2,829.38

NON-TAXABLE DISBURSEMENTS:	
Title search disbursements	11.65
File a Motion	160.00
Bank transfer and service charges	11.75
	<hr/>
	183.40

Total Disbursements	\$3,012.78
HST on Disbursements	\$367.82

TOTAL DISBURSEMENTS AND HST:	<hr/>	\$3,380.60
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TOTAL FEE, DISBURSEMENTS & HST	\$58,576.58
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BALANCE DUE AND OWING BY YOU	\$58,576.58
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TORKIN MANES LLP

Per: _____

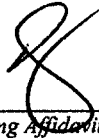

Barry A. Cohen

E. & O. E.

HST REGISTRATION NUMBER: R117245456

Payment is due upon receipt.
Interest will be charged pursuant to the Solicitors Act at the
rate of 1.0 percent per year.

This is Exhibit "B" referred to in the Affidavit of Stewart Thom
sworn January 16, 2018



Commissioner for Taking Affidavits (or as may be)

Peter Straszynski

Summary of Additional Lawyer Information

<u>Lawyer</u>	<u>Year of Call</u>	<u>Hours Billed</u>	<u>Hourly Rate</u>	<u>Total Billed</u>
Barry A. Cohen	1967	12.10	\$675.00	\$8,167.50
Jeffrey Simpson	1997	3.40	\$540.00	\$1,836.00
Kay Leung	2000	3.70	\$600.00	\$2,220.00
Aaron English	2004	13.90	\$450.00	\$6,255.00
Stewart Thom	2008	56.40	\$400.00	\$22,560.00
Ryan Hauk	2009	3.20	\$425.00	\$1,360.00
Wesley Isaacs	2009	0.30	\$425.00	\$127.50
Leslie McGowran	2017	10.40	\$275.00	\$2,860.00
Nicholas Dempsey	Student	3.00	\$220.00	\$660.00
Jennifer Siemon	Student	1.00	\$220.00	\$220.00
Justyna Parusinski	Student	3.30	\$200.00	\$660.00
Luisa Faria	Clerk	16.00	\$120.00	\$1,920.00
TOTAL				\$48,846.00

2292912 ONTARIO INC.
Applicant

-and- 2380009 ONTARIO LIMITED
Respondent

Court File No. CV-16-011354-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF STEWART THOM

TORKIN MANES LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto, ON M5C 2W7

Stewart Thom (55695C)
sthom@torkinmanes.com
Direct Tel: 416-777-5197
Direct Fax: 1-877-689-3872

Tel: 416-863-1188
Fax: 416-863-0305

Lawyers for the Receiver, Collins Barrow Toronto Limited

RCP-E 4C (May 1, 2016)

TAB K



Fax Cover Sheet/Feuille de transmission per fax

Date: June 22, 2018

To/À: RSM Canada Limited
Attn : Erenda Wong

Phone Number/No de téléphone: 416-646-8778
Fax Number/No de fax: 416-480-2646

DANIELA PESIKAN
Insolvency Collections
Toronto Centre Tax Services Office

Phone Number/No de telephone: **(416) 973-3954**

Fax Number/No de fax: **(416)-954-6411**

Number of pages transmitted including cover sheet/
Nombre de pages transmises y compris la page couverture (3)

Remarks/Remarques:



Tax Centre
Toronto ON M5J 2X6

June 22, 2018

RSM CANADA LIMITED
700-11 KING ST., WEST, BOX 27
TORONTO ON M5H 4C7

Dear Sir/Madam:

Re: 2380009 ONTARIO LIMITED

This letter amends our claim filed on March 7, 2018.

We understand that you have been appointed (Receiver or Receiver and Manager) for the above GST/HST registrant. Currently, the registrant owes us goods and services tax / harmonized sales tax (GST/HST) of \$71,356.52.

Period outstanding	GST/HST payable	Penalty & Interest	Total payable
2017-02-07	\$ 2,340.00	\$ 249.54	\$ 2,589.54
2017-01-31	\$ 7,020.00	\$ 756.06	\$ 7,776.06
2016-10-31	\$ 7,020.00	\$ 890.46	\$ 7,910.46
2016-07-31	\$ 7,020.00	\$ 989.42	\$ 8,009.42
2016-04-30	\$ 7,020.00	\$1,090.70	\$ 8,110.70
2016-01-31	\$ 7,020.00	\$1,193.28	\$ 8,213.28
2015-10-31	\$ 7,020.00	\$1,296.11	\$ 8,316.11
2015-07-31	\$ 7,020.00	\$1,400.41	\$ 8,420.41
2015-04-30	\$ 7,020.00	\$1,507.20	\$ 8,527.20
2015-01-31		\$ 916.26	\$ 916.26
2014-07-31	\$ 2,035.80	\$ 531.28	\$ 2,567.08
TOTAL	\$60,535.80	\$10,820.72	\$71,356.52

Under subsection 222(3) of the "Excise Tax Act," \$60,535.80 which is included in the above totals, is held in trust and forms no part of the property, business, or estate of 2380009 ONTARIO LIMITED in receivership. This is the case whether or not those funds have in fact, been kept separate and apart from the person's own money or from the assets of the estate.

.../2



National Insolvency Office
1 Front Street West
2nd Floor Suite 100
Toronto ON M5J 2X6

Local: 416-973-3954
Fax: 416-954-6411
Web site: canada.ca/taxes


The Receiver General should be paid the total amount of this trust, namely \$60,535.80, out of the realization of any property subject to these statutory trusts. This should take priority over all other creditors. Please forward your payment by return mail as soon as possible. If this is not possible, please indicate when payment will be forthcoming.

Please advise when payment of the remaining balance of \$10,820.77, will be forthcoming. We draw your attention to to sections 266 and 270 of the "Excise Tax Act."

This letter will also serve to notify you that as a (Receiver or Receiver and Manager) you are required to collect and remit GST/HST according to paragraph 266(2)(d) and to file any applicable returns as provided in paragraphs 266(2)(f) and (g) of the "Excise Tax Act."

If you have any questions, please contact D. Pesikan of the Revenue Collection Division at one of the telephone numbers provided in this letter.

Yours truly,



D. Pesikan
Insolvency Officer

TAB L

5



Canada Revenue Agency

Agence du revenu du Canada

TORONTO EAST TAX SERVICES OFFICE
55 Athol St E,
Oshawa, Ontario L1H 1K1

FAX

Date: ~~May 4 2018~~ MAY 7/18
 Number of pages including cover sheet: _____

To: RSM Canada Limited
 Attn: Brenda Wong

 Phone: _____
 Fax phone: (416) 480-2646

From: P. Davey

Toronto East TSO
 Phone: 905-725-4599
 Fax phone: 905-725-4100

REMARKS: Urgent For your review Reply ASAP Please comment
 Re: 2380009 Ontario Limited – please note that the original signed copy has been sent via regular mail

This fax document is directed solely to the persons named above. This fax transmission may contain protected client information that is not intended for unauthorized recipients. If you are not the addressee or an authorized representative thereof, please contact P. Davey at (905) 725-4599 and they will arrange for retrieval of the document. Any unauthorized use of this fax document by a person other than the intended addressee/recipient, is strictly forbidden. Thank you for your cooperation.

Ce document s'adresse uniquement aux personnes susmentionnées. Il pourrait contenir des renseignements protégés sur les clients qui ne sont pas destinés aux destinataires non autorisés. Si vous n'êtes pas le destinataire prévu ou son représentant autorisé, veuillez communiquer avec _____ au _____ afin que l'on puisse récupérer le document en question. Toute utilisation non autorisée de ce document par une personne autre que le destinataire prévu est strictement interdite. Merci de votre collaboration.



Canada Revenue Agency
Agence du revenu
du Canada

Tax Centre
Oshawa ON L1H 1J8

April 30, 2018

RSM CANADA LIMITED
700 - 11 KING ST W
BOX 27
TORONTO ON M5H 4C7

Account Number
80682 5139 RT0001

Dear Sir or Madam:

RE: In the matter of the receivership of 2380009 ONTARIO LIMITED
Date of receivership: February 7, 2017

Thank you for your request of September 11, 2017, for a waiver of the requirement to file the outstanding corporate tax return for the taxation years ending 2013-07-31 to 2017-07-31 associated with the above-named debtor.

After reviewing the information you provided and in accordance with the guidelines for the Canada Revenue Agency's (CRA) policy for authorizing such a waiver for insolvency practitioners, the CRA has approved your request for a waiver. We are updating our systems to reflect this approval and the outstanding credit will be released soon.

If you are not satisfied with the decision or feel that the Minister has not exercised discretion in a reasonable manner, you may ask, in writing to the director of your local tax services office that a second review be conducted.

If you need more information, or want to discuss this matter further, please contact the undersigned at (905) 725-4599.

Yours truly,

P. Davey
Resource Officer/Complex Case Officer

Canada

National Insolvency Office
55 Athol St. E
Oshawa ON L1H 1J8

Local : 905-725-4599
Toll Free : 1-844-453-1159
Fax : 905-725-4100
Web site : canada.ca/taxes

TAB M

RSM Canada Limited
Court Appointed Receiver of 2380009 Ontario Limited
Interim Statement of Receipts and Disbursements
For the period February 7, 2017 to July 6, 2018

Receipts	
Advances from secured lender (1)	\$ 500,000
Rent	108,000
Sale of Property (2)	7,000,000
HST collected	14,040
HST refunds	113,405
Other	1,282
Total receipts	<u>\$ 7,736,727</u>
Disbursements	
Appraisals and consultant's reports	\$ 19,503
Commission (3)	269,500
CRA deemed trust claim (5)	60,536
Insurance	19,573
Legal fees	251,529
Miscellaneous	525
Property Manager	17,500
Property taxes (4)	452,481
Receiver's fees	263,140
Repairs	75,576
Repayment of advances from secured lender (1)	514,967
Security and taking possession	56,532
Snow removal	1,944
Utilities	29,201
Waste removal / disposal	26,504
HST/PST paid	132,455
Total disbursements	<u>\$ 2,191,466</u>
Excess of Receipts over Disbursements	\$ 5,545,261
Payment to Secured Creditors	
Interim distribution - First Mortgagee (6)	(3,667,914)
Eco Settlement	(25,000)
Net funds on hand (6) (7)	<u>\$ 1,852,347</u>

Notes:

- (1) Funds advanced by 2292912 Ontario Inc. under Receiver Certificates No. 1, 2 and 3, which were repaid with interest subsequent to the closing of the sale of the Property.
- (2) This represents the gross purchase price for the sale of the Property.
- (3) Commission payable to CBRE upon the sale of the Property.
- (4) Payment of outstanding property taxes for 2017 and from prior years.
- (5) Payment of CRA deemed trust claim in respect of pre-receivership HST collected but not remitted.
- (6) Payment in full of the amount owed to 2292912 Ontario Inc. under its mortgage.
- (7) Of this amount, \$1,750,000 is held in a guaranteed investment certificate.

This Appendix forms part of the Sixth Report of the Receiver of 2380009 Ontario Limited dated July 16, 2018 and should only be read in conjunction therewith.

TAB N

Torkin Manes LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto, Ontario M5C 2W7

Tel: 416-863-1188
Fax: 416-863-0305
www.torkinmanes.com

Barry A. Cohen, Q.C.
Direct Tel: 416-777-5434
Direct Fax: 1-888-812-2564
bcohen@torkinmanes.com

An international
member of
AllyLaw

Torkin|Manes
Barristers & Solicitors

May 7, 2018

Delivered Via Email

Mr. Daniel Weisz
RSM Canada Limited
Court-appointed Receiver of 2380009 Ontario Limited
11 King St. W., Suite 700
Toronto, ON M5H 4C7

Attention: Daniel Weisz, Senior Vice-President

Dear Mr. Weisz,

Re: Receivership of 2380009 Ontario Limited

You have requested that we review and provide you with our opinion as to the validity and enforceability of a second mortgage registered on title to the lands and premises owned by 2380009 Ontario Limited (“238”) at the time of your court appointment as Receiver of the assets and undertaking of 238.

In forming the opinions expressed below, we have examined photocopies of the following:

1. **REAL PROPERTY MORTGAGE**

Charge/Mortgage of Land in the principal amount of \$2,600,000.00 registered on July 28, 2015 executed by 238 as mortgagor in favour of (i) Atlantic (HS) Capital Inc. as to 26.92%; (ii) Atlantic Advantage Management as to 34.62% and (iii) 2382603 Ontario Inc. as to 38.46% against title to the property municipally known as 2370 South Sheridan Way, Mississauga, Ontario (the “Mortgage”).

2. **ACKNOWLEDGMENT AND DIRECTION**

We were provided by Oscar Wong, counsel to the second mortgagees above set out, (the “Second Mortgagees”) with a copy of the Acknowledgment and Direction to register the mortgage in favour of the Second Mortgagees. The Acknowledgment and Direction is executed by 2380009 Ontario Limited per Elias F. Mancebo, and by each of Builtrite Technologies Inc. and Elias F. Mancebo, as guarantors.

3. **COPIES OF CHEQUES**

We received from Oscar Wong, counsel to the Second Mortgagees, copies of cheques as follows:

<u>DATE</u>	<u>SOURCE</u>	<u>PAYEE</u>	<u>AMOUNT</u>
2015/07/28	HSBC Bank Draft	Aird & Berlis in Trust	\$515,000.00
2015/07/28	HSBC Bank Draft	Samuel Eng & Associates, in Trust	\$431,649.76
2015/07/28	HSBC Bank Draft	Himelfarb Proszanski, in Trust	\$187,512.44
2015/07/28	HSBC Bank Draft	2380009 Ontario Limited	\$30,366.92
2015/07/28	HSBC Bank Draft	Himelfarb Proszanski, in Trust	\$47,489.99
2015/07/28	HSBC Bank Draft	Schneider Ruggiero LLP, in Trust	\$35,700.00
2015/07/28	HSBC Bank Draft	Schneider Ruggiero LLP, in Trust	\$18,000.00
2015/07/28	TD Bank	Kai Wing Tsang, in Trust	\$37,000.00
2015/07/28	Scotia Bank Draft	Kai Wing Tsang, in Trust	\$439,000.00
		TOTAL	\$2,541,719.11

Mr. Wong did not provide copies of the balance of \$58,280.89 however, it is to be noted that neither the mortgagor, nor either guarantor, disputed that the total \$2,600,000 was advanced.

On the basis of the above, we are satisfied that there is no realistic basis to dispute the funds having been advanced.

Based on the parcel register recording the second mortgage, and no one disputing the amount claimed as having been advanced under that mortgage, we are of the opinion that the second mortgage was validly registered as a second mortgage, and based solely on the second mortgage and the parcel register in respect of the property known as 2370 South Sheridan Way, Mississauga, Ontario (the "Property"), it appears, subject to the qualifications below, that the second mortgage ranked second in priority amongst registered encumbrances against title to the Property by date of registration.

4. **PAYOUT OF PRIOR FIRST REGISTERED MORTGAGE**

We are aware that the first mortgage registered in favour of Computershare and subsequently assigned by it to 2292912 Ontario Inc. was fully repaid by the Receiver and thus the second mortgage is now first in priority (subject to any claim CRA may assert for any HST arrears) with respect to those proceeds on hand available for distribution by the Receiver.

5. **SEARCHES**

(a) Execution Searches

Execution searches conducted in respect of 238, in the Region of Peel, with a search date of September 27, 2017, revealed 238 is subject to an execution in favour of Atlantic (HS) Capital Inc., Atlantic Advantage Management Inc. and 2382603 Ontario Inc. in the amount of \$2,913,813.85 plus interest, which execution was entered as execution number 16-0003046 on August 31, 2016.

Execution searches conducted in respect of 238 in the City of Toronto, with a search date of September 28, 2017 were clear.

(b) Real Property Searches

We have reviewed the parcel page report in respect of 2370 South Sheridan Way, Mississauga, Ontario (the "**Property**"), dated September 28, 2017.

(all of the above-mentioned searches are referred to herein after collectively as the "**Searches**")

6. **OPINION**

This opinion is confined to statements of fact or matters set forth herein as existing as at the date of this opinion.

Based upon and subject to the foregoing, we are of the opinion that:

- (a) The second mortgage was validly registered against title to the Property in second priority, and based solely on the second mortgage and the parcel register in respect of the Property, it appears, given the first mortgage has been fully repaid, subject to the qualifications below, that the second mortgage now ranks first in priority among registered encumbrances against title to the Property by date of registration.

7. QUALIFICATIONS

Our opinions with respect to the matters referred to above are subject to the following qualifications:

1. We have assumed that all documents were executed on the date indicated therein;
2. We have assumed the genuineness of all signatures and legal capacity of 238 and the conformity to the original documents of all documents submitted to us as photocopies or telefaxed copies;
3. We have assumed the accuracy and currency of the indices and filing systems maintained at the public offices where we have searched or inquired or have caused such Searches or inquiries to be conducted;
4. We have assumed that 238 has no legal defences against the Second Mortgagee for, (without limitation) absence of legal capacity, fraud by or to the knowledge of the Second Mortgagee, misrepresentation, undue influence or duress or any other defences based on doctrines of equity or equitable subordination;
5. We have assumed that the second mortgage was delivered by 238 as security for its obligations to the Second Mortgagee;
6. We have assumed that monies were in fact advanced, as reflected by the Second Mortgage, or value was given by the Second Mortgagee to 238 and that monies are in fact owing by 238 to the Second Mortgagee with respect to the obligations of 238 as of the date hereof;
7. The enforcement of the security by the Second Mortgagee or any judgment arising out of or in connection therewith, and the priority of any rights thereunder, may be limited by any laws of general application affecting the Second Mortgagee's rights from time to time in effect, and general principles of equity including the equitable or statutory powers of the courts of Ontario and Canada to stay proceedings, stay the execution of judgment and grant relief against forfeiture; and
8. We are qualified to render opinions in this regard only as to the laws in force in the Province of Ontario and the applicable federal laws of Canada as currently applied and in force in Ontario and accordingly we render no opinion with respect to any security delivered by 238 or which has been registered in provinces other than Ontario.

The opinions expressed herein are provided solely for the benefit of the party to whom it is delivered and may not be relied upon or used by any other person for any reason whatsoever without prior written consent of our Firm.

For ease of reference we enclose herewith the following documents:

1. Copy of Second Mortgage
2. Acknowledgment and Direction
3. Copy of Second Mortgage draft attached to Acknowledgment and Direction
4. Title Parcel register
5. Copies of funds that were used to fund the Second Mortgage, as provided to us by Oscar Wong.

Yours truly,

TORKIN MANES LLP

Per:



Barry A. Cohen, Q.C.

BAC/sj

34487.0002/BCOHEN 11214492_.1

1. **Copy of Second Mortgage**

Properties

PIN 13429 - 0002 LT **Interest/Estate** Fee Simple
Description PT LT 33, CON 2 SDS TT, PTS 1 TO 6, 43R10160 ; EXCEPT S/T RO580849 ; S/T RO646570; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1, 2, 3, PL 43R34842 AS IN PR2350267; CITY OF MISSISSAUGA
Address 2370 SOUTH SHERIDAN WAY
 MISSISSAUGA

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 2380009 ONTARIO LIMITED
Address for Service 2370 South Sheridan Way
 Mississauga, Ontario
 L5J 2M4

I, Elias F. Mancebo, Signing Officer, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)		Capacity	Share
Name	ATLANTIC (HS) CAPITAL INC.	Tenants In Common	As to 26.92% interest
Address for Service	80 Acadia Avenue Suite 211 Markham, Ontario L3R 9V1		
Name	ATLANTIC ADVANTAGE MANAGEMENT INC.	Tenante In Common	as to 34.62% interest
Address for Service	80 Acadia Avenue Suite 211 Markham, Ontario L3R 9V1		
Name	2382603 ONTARIO INC.	Tenants In Common	as to the remaining 38.46% interest
Address for Service	80 Acadia Avenue Suite 211 Markham, Ontario L3R 9V1		

Statements

Schedule: See Schedules

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

Provisions

<i>Principal</i>	\$ 2,600,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	monthly, not in advance		
<i>Balance Due Date</i>	2016/07/15		
<i>Interest Rate</i>	14% per annum		
<i>Payments</i>	\$ 30,333.33		
<i>Interest Adjustment Date</i>	2015 07 15		
<i>Payment Date</i>	15th day of each month		
<i>First Payment Date</i>	2015 08 15		
<i>Last Payment Date</i>	2016 07 15		
<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	full insurable value		
<i>Guarantor</i>	Builrite Technologies Inc., and Elles F. Mancebo		

Signed By

Yat Ming Wong	3-3030 Midland Avenue Scarborough M1S 5C9	acting for Chargor(s)	Signed	2015 07 28
Tel	416-298-0203			
Fax	416-298-1339			

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

KAI WING TSANG	3-3030 Midland Avenue Scarborough M1S 5C9	2015 07 28
Tel	416-298-0203	
Fax	416-298-1339	

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$60.00
<i>Total Paid</i>	\$60.00

Standard Mortgage Terms and Conditions

PROVIDED that the Mortgagors when not in default hereunder shall have the privilege of prepaying the whole of the principal sum hereby secured on any payment due date with one month's bonus.

THE PARTIES agree that in the event of a sale, conveyance, disposition or transfer of title of any kind and howsoever affected, the principal outstanding on the mortgage together with all accrued interest and other proper payment of charges under the mortgage shall, at the sole option of the Mortgagee become immediately due and payable.

The Mortgagors covenant and agree to deliver upon execution of the herein Mortgage a series of TWELVE (12) POST DATED CHEQUES for the monthly payment amounts called for under the Mortgage at the commencement of the said Mortgage.

PROVIDED FURTHER that in the event that any of the said post-dated cheques are not honoured when presented for payment to the bank or trust company on which they are drawn, the Mortgagors shall pay the Mortgagee for each such NSF payment the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) as a liquidated amount to cover the Mortgagee's administrative costs and not as a penalty and such sum shall be charged upon the lands and shall bear interest at the rate hereinbefore stated.

PROVIDED FURTHER that any payment (other than payment of the regular payment of interest) that is received by the Mortgagee at Toronto after 11:59 a.m. shall be deemed, for the purpose of calculation of interest, to have been made and received, on the next business day.

PROVIDED FURTHER that the Mortgagors agree to pay to the Mortgagee the sum of FIFTY DOLLARS (\$50.00) for each statement requested by the Mortgagee of the Mortgage.

PROVIDED FURTHER that in the event there is any kind of default under this Charge/Mortgage of Land and a collection letter is issued by the Mortgagee or its solicitor, the Mortgagee is entitled to a fee in the amount of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) for each collection letter written, whether in connection with one default or more.

PROVIDED FURTHER that if the realty taxes are in arrears on the property during the term of this Mortgage and the Mortgagee should pay any such arrears of taxes, the Mortgagee shall be entitled to charge a fee of THREE HUNDRED DOLLARS (\$300.00) for any such payment.

PROVIDED FURTHER that in the event that the Mortgagee receives notice that the insurance coverage has or is about to be cancelled, the Mortgagee shall have the right to place a new policy of insurance on the property without notice to the Mortgagors and add the cost thereof, with an administrative charge of THREE HUNDRED DOLLARS (\$300.00) to the principal sum outstanding hereunder.

PROVIDED FURTHER that in the event of default in payment of the Mortgage, and the Mortgagee obtained possession of the subject property, the Mortgagee shall be entitled to charge

a monthly fee in the sum of FIFTEEN HUNDRED DOLLARS (\$1,500.00) for administering maintenance and security of the property.

PROVIDED FURTHER that the herein Mortgage shall be renewed or paid in full within FIFTEEN (15) DAYS of the maturity date by the Mortgagors, failing which the Mortgagors shall be obligated to pay a THREE (3) MONTH penalty at the discretion of the Mortgagee.

The Mortgagors agree to pay to the Mortgagee in the event of default and the Mortgagee must institute default proceedings a fee will be charged for each action or proceeding in the sum of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS.

The Mortgagors covenant and agree to pay a discharge fee in the sum of FIVE HUNDRED (\$500.00) DOLLARS for each discharge required for the property.

Borrower's Initials



Guarantor's Initials



Guarantor's Initials



2. Acknowledgment and Direction

3. Copy of Second Mortgage draft attached to Acknowledgment and Direction

ACKNOWLEDGEMENT AND DIRECTION

TO: KAI WING TSANG
(Insert lawyer's name)

AND TO: KAI WING TSANG
(Insert firm name)

RE: 230009 Ontario Limited m/t ATLANTIC - 2370 South Sheridan Way, Mississauga (the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

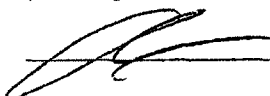
The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Toronto, this 22 day of July, 2015.

WITNESS

(As to all signatures, if required)



2380009 ONTARIO LIMITED

Per: 

Elias F. Mancebo
Signing Officer
I have authority to bind the Corporation

BUILTRITE TECHNOLOGIES INC. (Guarantor)

Per: 

Elias F. Mancebo
Signing Officer
I have authority to bind the Corporation


ELIAS F. MANCEBO (Guarantor)

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 2

Properties

PIN 13429 - 0002 LT *Interest/Estate* Fee Simple
Description PT LT 33, CON 2 SDS TT, PTS 1 TO 6, 43R10160; EXCEPT S/T RO580849; S/T RO646570; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1, 2, 3, PL 43R34842 AS IN PR2350267; CITY OF MISSISSAUGA
Address 2370 SOUTH SHERIDAN WAY
 MISSISSAUGA

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 2380009 ONTARIO LIMITED
 Acting as a company
Address for Service 2370 South Sheridan Way
 Mississauga, Ontario
 L5J 2M4

I, Elias F. Mancebo, Signing Officer, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)**Capacity****Share**

Chargee(s)	Capacity	Share
<p><i>Name</i> ATLANTIC (HS) CAPITAL INC. Acting as a company <i>Address for Service</i> 80 Acadia Avenue Suite 211 Markham, Ontario L3R 9V1</p>	Tenants in Common	As to 26.92% interest
<p><i>Name</i> ATLANTIC ADVANTAGE MANAGEMENT INC. Acting as a company <i>Address for Service</i> 80 Acadia Avenue Suite 211 Markham, Ontario L3R 9V1</p>	Tenants in Common	as to 34.62% interest
<p><i>Name</i> 2382603 ONTARIO INC. Acting as a company <i>Address for Service</i> 80 Acadia Avenue Suite 211 Markham, Ontario L3R 9V1</p>	Tenants in Common	as to the remaining 38.46% interest

Statements

Schedule: See Schedules

Provisions

<i>Principal</i>	\$ 2,600,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	monthly, not in advance		
<i>Balance Due Date</i>	2016/07/15		
<i>Interest Rate</i>	14% per annum		
<i>Payments</i>	\$ 30,333.33		
<i>Interest Adjustment Date</i>	2015 07 15		
<i>Payment Date</i>	15th day of each month		
<i>First Payment Date</i>	2015 08 15		
<i>Last Payment Date</i>	2016 07 15		
<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	full insurable value		
<i>Guarantor</i>	Builrite Technologies Inc., and Elias F. Mancebo		

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 2

Properties

PIN 13429 - 0002 LT *Interest/Estate* Fee Simple
Description PT LT 33, CON 2 SDS TT, PTS 1 TO 6, 43R10160; EXCEPT S/T R0580849; S/T R0646570; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1, 2, 3, PL 43R34842 AS IN PR2350267; CITY OF MISSISSAUGA
Address 2370 SOUTH SHERIDAN WAY
 MISSISSAUGA

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 2380009 ONTARIO LIMITED
 Acting as a company
Address for Service 2370 South Sheridan Way
 Mississauga, Ontario
 L5J 2M4

I, Elias F. Mancebo, Signing Officer, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)	Capacity	Share
<p><i>Name</i> ATLANTIC (HS) CAPITAL INC. Acting as a company <i>Address for Service</i> 80 Acadia Avenue Suite 211 Markham, Ontario L3R 9V1</p>	Tenants In Common	As to 26.92% interest
<p><i>Name</i> ATLANTIC ADVANTAGE MANAGEMENT INC. Acting as a company <i>Address for Service</i> 80 Acadia Avenue Suite 211 Markham, Ontario L3R 9V1</p>	Tenants In Common	as to 34.62% interest
<p><i>Name</i> 2382603 ONTARIO INC. Acting as a company <i>Address for Service</i> 80 Acadia Avenue Suite 211 Markham, Ontario L3R 9V1</p>	Tenants In Common	as to the remaining 38.46% interest

Statements

Schedule: See Schedules

Provisions

<i>Principal</i>	\$ 2,600,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	monthly, not in advance		
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<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	full insurable value		
<i>Guarantor</i>	Builrite Technologies Inc., and Elias F. Mancebo		

Standard Mortgage Terms and Conditions

PROVIDED that the Mortgagors when not in default hereunder shall have the privilege of prepaying the whole of the principal sum hereby secured on any payment due date with one month's bonus.

THE PARTIES agree that in the event of a sale, conveyance, disposition or transfer of title of any kind and howsoever affected, the principal outstanding on the mortgage together with all accrued interest and other proper payment of charges under the mortgage shall, at the sole option of the Mortgagee become immediately due and payable.

The Mortgagors covenant and agree to deliver upon execution of the herein Mortgage a series of TWELVE (12) POST DATED CHEQUES in the monthly payment amounts called for under the Mortgage at the commencement of the said Mortgage.

PROVIDED FURTHER that in the event that any of the said post-dated cheques are not honoured when presented for payment to the bank or trust company on which they are drawn, the Mortgagors shall pay the Mortgagee for each such NSF payment the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) as a liquidated amount to cover the Mortgagee's administrative costs and not as a penalty and such sum shall be charged upon the funds and shall bear interest at the rate hereinbefore stated.

PROVIDED FURTHER that any payment (other than payment of the regular payment of interest) that is received by the Mortgagee at Toronto after 11:59 a.m. shall be deemed, for the purpose of calculation of interest, to have been made and received on the next business day.

PROVIDED FURTHER that the Mortgagors agree to pay to the Mortgagee the sum of FIFTY DOLLARS (\$50.00) for each statement requested by the Mortgagors of the Mortgage.

PROVIDED FURTHER that in the event there is any kind of default under this Charge/Mortgage of Land and a collection letter is issued by the Mortgagee or its solicitor, the Mortgagee is entitled to a fee in the amount of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) for each collection letter written, whether in connection with one default or more.

PROVIDED FURTHER that if the realty taxes are in arrears on the property during the term of this Mortgage and the Mortgagors should pay any such arrears of taxes, the Mortgagee shall be entitled to charge a fee of THREE HUNDRED DOLLARS (\$300.00) for any such payment.

PROVIDED FURTHER that in the event that the Mortgagee receives notice that the insurance coverage has or is about to be cancelled, the Mortgagee shall have the right to place a new policy of insurance on the property without notice to the Mortgagors and add the cost thereof, with an administrative charge of THREE HUNDRED DOLLARS (\$300.00) to the principal sum outstanding hereunder.

PROVIDED FURTHER that in the event of default in payment of the Mortgage, and the Mortgagee obtained possession of the subject property, the Mortgagee shall be entitled to charge

a monthly fee in the sum of FIFTEEN HUNDRED DOLLARS (\$1,500.00) for administering maintenance and security of the property.

PROVIDED FURTHER that the herein Mortgage shall be renewed or paid in full within FIFTEEN (15) DAYS of the maturity date by the Mortgagors, failing which the Mortgagors shall be obligated to pay a THREE (3) MONTH penalty at the discretion of the Mortgagee.

The Mortgagors agree to pay to the Mortgagee in the event of default and the Mortgagee must institute default proceedings a fee will be charged for each action or proceeding in the sum of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS.

The Mortgagors covenant and agree to pay a discharge fee in the sum of FIVE HUNDRED (\$500.00) DOLLARS for each discharge required for the property.

Borrower's Initials

 P

Guarantor's Initials

 P

Guarantor's Initials

 P

4. Title Parcel register

PROPERTY DESCRIPTION: PT LT 33, CON 2 SDS TT, PFS 1 TO 6, 43R10160 ; EXCEPT S/T R0580849 ; S/T R0646570; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1, 2, 3, PL 43R34842 AS IN PR2350257; CITY OF MISSISSAUGA

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 13429-0479

PIN CREATION DATE:
1998/05/19

OWNERS' NAMES
2380009 ONTARIO LIMITED

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/03/18 ON THIS PIN** **WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/05/19** ** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/05/19 ** **SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO: ** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * ** AND ESCHEATS OR FORFEITURE TO THE CROWN. ** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF ** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY ** CONVENTION. ** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. **DATE OF CONVERSION TO LAND TITLES: 1998/05/20 **</p>						
RO559055	1980/09/23	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	WANZL, RUDOLF	
43R8368	1980/10/01	PLAN REFERENCE				C
RO568239	1981/01/06	AGREEMENT			THE CORPORATION OF THE TOWN OF MISSISSAUGA	C
RO580849	1981/06/10	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	WANZL, RUDOLF	
43R10160	1982/07/14	PLAN REFERENCE				C
43R10876	1983/05/17	PLAN REFERENCE				C
RO646570	1983/06/24	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF MISSISSAUGA	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
RO674879	1984/03/14	AGREEMENT			THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR18814	2000/12/01	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** OAKVIEW ELECTRICAL SERVICES LIMITED		
PR67085	2001/04/17	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED ***	OAKVIEW ELECTRICAL SERVICES LIMITED	
		REMARKS: RE: PR18814				
PR466016	2003/07/15	TRANSFER		*** COMPLETELY DELETED *** WANZL, RUDOLF	530412 ONTARIO INC.	
PR716193	2004/09/10	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** G.T. WOOD COMPANY LIMITED		
PR741091	2004/10/25	CERTIFICATE		*** COMPLETELY DELETED *** G. T. WOOD COMPANY LIMITED		
		REMARKS: CERTIFICATE OF ACTION RE: PR716193				
PR787814	2005/01/13	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED ***	G.T. WOOD COMPANY LIMITED	
		REMARKS: RE: PR716193				
PR892643	2005/07/25	TRANSFER		*** COMPLETELY DELETED *** 530412 ONTARIO INC.	6414192 CANADA INC.	
		REMARKS: PLANNING ACT STATEMENTS				
PR892644	2005/07/25	CHARGE		*** COMPLETELY DELETED *** 6414192 CANADA INC.	FIRM CAPITAL MORTGAGE FUND INC.	
PR892645	2005/07/25	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 6414192 CANADA INC.	FIRM CAPITAL MORTGAGE FUND INC.	
		REMARKS: PR892644				
PR892646	2005/07/25	CHARGE		*** COMPLETELY DELETED *** 6414192 CANADA INC.	TCE CAPITAL CORPORATION	
PR918510	2005/08/31	CHARGE		*** COMPLETELY DELETED *** 6414192 CANADA INC.	CENTURY SERVICES INC.	
PR1092327	2006/07/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** TCE CAPITAL CORPORATION		

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PR1092334	2006/07/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** CENTURY SERVICES INC.		
PR1092418	2006/07/05	NOTICE		*** COMPLETELY DELETED *** 6414192 CANADA INC.	FIRM CAPITAL MORTGAGE FUND INC.	
PR1112979	2006/08/04	CHARGE		*** COMPLETELY DELETED *** 6414192 CANADA INC.	TCE CAPITAL CORPORATION	
PR1122611	2006/08/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** TCE CAPITAL CORPORATION		
PR1130564	2006/09/01	CHARGE		*** COMPLETELY DELETED *** 6414192 CANADA INC.	SUN LIFE ASSURANCE COMPANY OF CANADA	
PR1130565	2006/09/01	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 6414192 CANADA INC.	SUN LIFE ASSURANCE COMPANY OF CANADA	
PR1130760	2006/09/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRM CAPITAL MORTGAGE FUND INC.		
PR1153697	2006/10/16	CHARGE		*** COMPLETELY DELETED *** 6414192 CANADA INC.	HMT HOLDINGS INC.	
PR1153706	2006/10/16	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 6414192 CANADA INC.	HMT HOLDINGS INC.	
PR1300149	2007/07/24	CHARGE		*** COMPLETELY DELETED *** 6414192 CANADA INC.	ROYAL BANK OF CANADA	
PR1398865	2008/01/08	CHARGE		*** COMPLETELY DELETED *** 6414192 CANADA INC.	TCE CAPITAL CORPORATION	
PR1412915	2008/02/07	CHARGE		*** COMPLETELY DELETED *** 6414192 CANADA INC.	CTIC FINANCE INC.	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR1424384	2008/03/04	CHARGE		*** COMPLETELY DELETED *** 6414192 CANADA INC.	DFCO CAPITAL LIMITED	
PR1429200	2008/03/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** CTIC FINANCE INC.		
		REMARKS: RE: PR1412915				
PR1551675	2008/10/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: RE: PR1300149				
FR1552932	2008/10/17	CHARGE		*** COMPLETELY DELETED *** 6414192 CANADA INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
PR1552933	2008/10/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 6414192 CANADA INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
		REMARKS: PR1552932				
PR1553699	2008/10/17	POSTPONEMENT		*** COMPLETELY DELETED *** DFCO CAPITAL LIMITED	COMPUTERSHARE TRUST COMPANY OF CANADA	
		REMARKS: PR1424384 TO PR1552932.				
PR1553787	2008/10/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** HMT HOLDINGS INC.		
		REMARKS: RE: PR1153697				
PR1555658	2008/10/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** TCE CAPITAL CORPORATION		
		REMARKS: RE: PR1398865				
PR1709262	2009/09/24	CERTIFICATE		*** COMPLETELY DELETED *** EKOSTAR FUEL CORPORATION		
		REMARKS: PENDING LITIGATION				
PR1986814	2011/04/08	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	PRYTULA, ELENA KHOURKINE, AIVOR SHURKINA, TETYANA 6414192 CANADA INC.	
		REMARKS: DELETES PR1709262				
PR2050961	2011/08/05	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				COMPUTERSHARE TRUST COMPANY OF CANADA	2292912 ONTARIO INC.	
PR2050962	2011/08/05	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA	2292912 ONTARIO INC.	
PR2056682	2011/08/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** SUN LIFE ASSURANCE COMPANY OF CANADA		
PR2127767	2011/12/21	CHARGE		*** COMPLETELY DELETED *** 64:4192 CANADA INC.	CHANCHLANI, VASDEV	
43R34842	2012/09/07	PLAN REFERENCE				C
PR2273649	2012/09/28	TRANS POWER SALE		*** COMPLETELY DELETED *** 2292912 ONTARIO INC.	IGW INDUSTRIAL GP INC.	
PR2273791	2012/09/28	CHARGE	53,630,000	IGW INDUSTRIAL GP INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	C
PR2273792	2012/09/28	NO ASSGN RENT GEN		IGW INDUSTRIAL GP INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	C
PR2273798	2012/09/28	CHARGE		*** COMPLETELY DELETED *** IGW INDUSTRIAL GP INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
PR2273799	2012/09/28	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** IGW INDUSTRIAL GP INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
PR2350267	2013/04/02	TRANSFER EASEMENT	\$2	IGW INDUSTRIAL GP INC.	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR2350268	2013/04/02	POSTPONEMENT		COMPUTERSHARE TRUST COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
PR2350269	2013/04/02	POSTPONEMENT		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MISSISSAUGA	
PR2350270	2013/04/02	POSTPONEMENT		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MISSISSAUGA	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				REMARKS: PR2273799 TO PR2350267. COMPLETELY DELETED BY KELLY COCHRANE-NOTT 2013 10 18		
PR2350271	2013/04/02	POSTPONEMENT		COMPUTERSHARE TRUST COMPANY OF CANADA	THE CORPORATION OF THE CITY OF MISSISSAUGA	C
				REMARKS: PR2273792 TO PR2350267		
PR2420131	2013/08/21	TRANSFER	33,600,000	IGW INDUSTRIAL GP INC.	2380009 ONTARIO LIMITED	C
				REMARKS: PLANNING ACT STATEMENTS.		
PR2420139	2013/08/21	NOTICE		2380009 ONTARIO LIMITED	COMPUTERSHARE TRUST COMPANY OF CANADA	C
				REMARKS: PR2273791		
PR2420140	2013/08/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
				REMARKS: PR2273798.		
PR2433460	2013/09/17	CHARGE		*** COMPLETELY DELETED *** 2380009 ONTARIO LIMITED	2383603 ONTARIO INC.	
PR2448737	2013/10/17	CHARGE		*** COMPLETELY DELETED *** 2380009 ONTARIO LIMITED	2383603 ONTARIO INC	
PR2448759	2013/10/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2383603 ONTARIO INC.		
				REMARKS: PR2433460.		
PR2475960	2013/12/12	CHARGE		*** COMPLETELY DELETED *** 2380009 ONTARIO LIMITED	REDSTONE INVESTMENT CORPORATION	
PR2475961	2013/12/12	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 2380009 ONTARIO LIMITED	REDSTONE INVESTMENT CORPORATION	
				REMARKS: PR2475960.		
PR2484073	2014/01/06	CHARGE	3320,000	2380009 ONTARIO LIMITED	FRANCESCONI, GIACOMO	C
PR2484074	2014/01/06	NO ASSGN RENT GEN		2380009 ONTARIO LIMITED	FRANCESCONI, GIACOMO	C
				REMARKS: PR2484073.		
PR2504209	2014/02/27	CHARGE	5420,000	2380009 ONTARIO LIMITED	IACOBELLI, MARIO IACOBELLI, GINA	C
PR2504210	2014/02/27	NO ASSGN RENT GEN		2380009 ONTARIO LIMITED	IACOBELLI, MARIO IACOBELLI, GINA	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR2504264	2014/02/27	POSTPONEMENT		FRANCESCONI, GIACOMO	IACOBELLI, GINA IACOBELLI, MARIO	C
		REMARKS: PR2484073 TO PR2504209				
PR2518652	2014/04/04	NOTICE	\$2	2380009 ONTARIO LIMITED	FRANCESCONI, GIACOMO	C
		REMARKS: PR2484073				
PR2518656	2014/04/04	TRANSFER OF CHARGE		FRANCESCONI, GIACOMO	G & L CARPENTERS LIMITED FRANCESCONI, GIACOMO	C
		REMARKS: PR2484073.				
PR2524004	2014/04/22	NOTICE	\$2	2380009 ONTARIO LIMITED	FRANCESCONI, GIACOMO G & L CARPENTERS LIMITED	C
		REMARKS: PR2484073				
PR2533658	2014/05/13	NOTICE	\$2	2380009 ONTARIO LIMITED	FRANCESCONI, GIACOMO G & L CARPENTERS LIMITED	C
		REMARKS: RE: PR2484073				
PR2533659	2014/05/13	TRANSFER OF CHARGE		FRANCESCONI, GIACOMO G & L CARPENTERS LIMITED	G & L CARPENTERS FRANCESCONI, GIACOMO FRANCESCONI, RENATO FRANCESCONI, MERCEDES	C
		REMARKS: PR2484073.				
PR2593857	2014/09/03	NOTICE	\$2	2380009 ONTARIO LIMITED	FRANCESCONI, GIACOMO G & L CARPENTERS LIMITED FRANCESCONI, RENATO FRANCESCONI, MERCEDES	C
		REMARKS: PR2484073				
PR2593863	2014/09/03	TRANSFER OF CHARGE		FRANCESCONI, GIACOMO G & L CARPENTERS LIMITED FRANCESCONI, MERCEDES FRANCESCONI, RENATO	FRANCESCONI, GIACOMO G & L CARPENTERS LIMITED FRANCESCONI, MERCEDES FRANCESCONI, RENATO LUCIEN CARPENTERS LIMITED	C
		REMARKS: PR2484073.				
PR2754956	2015/07/28	CHARGE	\$2,600,000	2380009 ONTARIO LIMITED	ATLANTIC (HS) CAPITAL INC. ATLANTIC ADVANTAGE MANAGEMENT INC. 2382603 ONTARIO INC.	C
PR2754957	2015/07/28	NO ASSGN RENT GEN		2380009 ONTARIO LIMITED	ATLANTIC (HS) CAPITAL INC.	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
PR2754961	2015/07/28	POSTPONEMENT		IACOBELLI, MARIO IACOBELLI, GINA	ATLANTIC ADVANTAGE MANAGEMENT INC. 2382603 ONTARIO INC. ATLANTIC (HS) CAPITAL INC. ATLANTIC ADVANTAGE MANAGEMENT INC. 2382603 ONTARIO INC.	C
PR2754962	2015/07/28	POSTPONEMENT		FRANCESCONI, GIACOMO G & L CARPENTERS LIMITED FRANCESCONI, MERCEDES FRANCESCONI, RENATO LUCIEN CARPENTERS LIMITED	ATLANTIC (HS) CAPITAL INC. ATLANTIC ADVANTAGE MANAGEMENT INC. 2382603 ONTARIO INC.	C
PR2755484	2015/07/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2383603 ONTARIO INC		
PR2765233	2015/08/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** REDSTONE INVESTMENT CORPORATION		
PR2820333	2015/11/12	APL CH NAME INST		2382603 ONTARIO INC.	2383603 ONTARIO INC.	C
PR2826298	2015/11/23	TRANSFER OF CHARGE		ATLANTIC (HS) CAPITAL INC. ATLANTIC ADVANTAGE MANAGEMENT INC. 2383603 ONTARIO INC.	ATLANTIC (HS) CAPITAL INC. ATLANTIC ADVANTAGE MANAGEMENT INC. 2383603 ONTARIO INC. FONG, WILLIAM	C
PR2826619	2015/11/24	TRANSFER OF CHARGE		FONG, WILLIAM	ATLANTIC (HS) CAPITAL INC.	C
PR2887876	2016/03/29	TRANSFER OF CHARGE		COMPUTERSHARE TRUST COMPANY OF CANADA	2292912 ONTARIO INC.	C
PR2887877	2016/03/29	NO ASSGN RENT GEN		COMPUTERSHARE TRUST COMPANY OF CANADA	2292912 ONTARIO INC.	C
PR3075681	2017/02/06	CHARGE	\$350,000	2380009 ONTARIO LIMITED	BAY POINT FINANCIAL SERVICES INC.	

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

5. Copies of funds that were used to fund the Second Mortgage, as provided to us by Oscar Wong

1016004-EF_2014-Q3



HSBC Bank Canada
Banque HSBC Canada
15 MILLIKEN BLVD
SCARBOROUGH ON M1V 1V3

THIS DRAFT CONTAINS A SECURITY WATERMARK ON THE FRONT AND IS VALID TO BANK ONLY. IT IS NOT VALID FOR CASHING AT ANY OTHER PLACE. IT IS NOT VALID FOR DEPOSIT INTO ANY ACCOUNT.

CANADIAN DOLLAR BANK DRAFT
TRAITE BANCAIRE EN DOLLARS CANADIENS

325622

2 0 1 5 0 7 2 8
DATE Y/A M/M D/J

AIRD & BERLIS, LLP IN TRUST

\$ **515,000.00

PAY TO THE ORDER OF
PAYEZ A L'ORDRE DE

CAD FIVE HUNDRED FIFTEEN THOUSAND ONLY

VANENCE WONG
10014

CANADIAN DOLLARS
DOLLARS CANADIENS
AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE

COUNTERSIGNED / CONTRESIGNE

CICKY Y. C. HUI
023946

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1016004-EF_2014-Q3



HSBC Bank Canada
Banque HSBC Canada
15 MILLIKEN BLVD
SCARBOROUGH ON M1V 1V3

THIS DRAFT CONTAINS A SECURITY WATERMARK ON THE FRONT AND IS VALID TO BANK ONLY. IT IS NOT VALID FOR CASHING AT ANY OTHER PLACE. IT IS NOT VALID FOR DEPOSIT INTO ANY ACCOUNT.

CANADIAN DOLLAR BANK DRAFT
TRAITE BANCAIRE EN DOLLARS CANADIENS

325621

2 0 1 5 0 7 2 8
DATE Y/A M/M D/J

SAMUEL ENG & ASSOCIATES, IN TRUST

\$ **431,649.76

PAY TO THE ORDER OF
PAYEZ A L'ORDRE DE

CAD FOUR HUNDRED AND THIRTY ONE THOUSAND SIX HUNDRED AND FORTY NINE .76 ONLY

VANENCE WONG
10014

CANADIAN DOLLARS
DOLLARS CANADIENS
AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE

COUNTERSIGNED / CONTRESIGNE

CICKY Y. C. HUI
023946

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1016004-EF_2014-Q3



HSBC Bank Canada
Banque HSBC Canada
15 MILLIKEN BLVD
SCARBOROUGH ON M1V 1V3

THIS DRAFT CONTAINS A SECURITY WATERMARK ON THE FRONT AND IS VALID TO BANK ONLY. IT IS NOT VALID FOR CASHING AT ANY OTHER PLACE. IT IS NOT VALID FOR DEPOSIT INTO ANY ACCOUNT.

CANADIAN DOLLAR BANK DRAFT
TRAITE BANCAIRE EN DOLLARS CANADIENS

325620

2 0 1 5 0 7 2 8
DATE Y/A M/M D/J

HIMELFARB PROSZANSKI, IN TRUST

\$ **187,512.44

PAY TO THE ORDER OF
PAYEZ A L'ORDRE DE

CAD ONE HUNDRED AND EIGHTY SEVEN THOUSAND FIVE HUNDRED AND TWELVE .44 ONLY

VANENCE WONG
10014

CANADIAN DOLLARS
DOLLARS CANADIENS
AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE

COUNTERSIGNED / CONTRESIGNE

CICKY Y. C. HUI
023946

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1016004-EPF_3014-03



HSBC Bank Canada
Banque HSBC Canada
15 MILLIKEN BLVD
SCARBOROUGH ON M1V 1V3

CANADIAN DOLLAR BANK DRAFT
TRAITE BANCAIRE EN DOLLARS CANADIENS

325626

2 0 1 5 0 7 2 8
DATE Y/A M/M D/J

2380009 ONTARIO LIMITED

\$ **30,366.82

PAY TO THE ORDER OF
PAYEZ A L'ORDRE DE

CAD THIRTY THOUSAND THREE HUNDRED AND SIXTY SIX .82 ONLY

CICKY Y. C. HUI
023946
CANADIAN DOLLARS
DOLLARS CANADIENS
AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE
COUNTERSIGNED / CONTRESIGNE

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1016004-EPF_3014-03



HSBC Bank Canada
Banque HSBC Canada
15 MILLIKEN BLVD
SCARBOROUGH ON M1V 1V3

CANADIAN DOLLAR BANK DRAFT
TRAITE BANCAIRE EN DOLLARS CANADIENS

325625

2 0 1 5 0 7 2 8
DATE Y/A M/M D/J

HIMELFARB PROSZANSKI, IN TRUST

\$ **47,489.99

PAY TO THE ORDER OF
PAYEZ A L'ORDRE DE

CAD FORTY SEVEN THOUSAND FOUR HUNDRED AND EIGHTY NINE .99 ONLY

CICKY Y. C. HUI
023946
CANADIAN DOLLARS
DOLLARS CANADIENS
AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE
COUNTERSIGNED / CONTRESIGNE

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HSBC Bank Canada
Banque HSBC Canada
15 MILLIKEN BLVD
SCARBOROUGH ON M1V 1V3

CANADIAN DOLLAR BANK DRAFT
TRAITE BANCAIRE EN DOLLARS CANADIENS

325624

2 0 1 5 0 7 2 8
DATE Y/A M/M D/J

SCHNEIDER RUGGIERO LLP, IN TRUST

\$ **35,700.00

PAY TO THE ORDER OF
PAYEZ A L'ORDRE DE

CAD THIRTY FIVE THOUSAND SEVEN HUNDRED ONLY

CICKY Y. C. HUI
023946
CANADIAN DOLLARS
DOLLARS CANADIENS
AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE
COUNTERSIGNED / CONTRESIGNE

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1016004-EPF_3014-03



HSBC Bank Canada
Banque HSBC Canada
15 MILLIKEN BLVD
SCARBOROUGH ON M1V 1V3

CANADIAN DOLLAR BANK DRAFT
TRAITE BANCAIRE EN DOLLARS CANADIENS

325623

2 0 1 5 0 7 2 8
DATE Y/A M/M D/J

SCHNEIDER RUGGIERO LLP, IN TRUST

\$ **18,000.00

PAY TO THE ORDER OF
PAYEZ A L'ORDRE DE

CAD EIGHTEEN THOUSAND ONLY

CICKY Y. C. HUI
023946
CANADIAN DOLLARS
DOLLARS CANADIENS
AUTHORIZED SIGNATURE / SIGNATURE AUTORISEE
COUNTERSIGNED / CONTRESIGNE

74928435 # 09612004 # 3808

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

Canada MKR 1A2
Toronto, Ontario
The Toronto-Dominion Bank
100 King Street West, Toronto, Ontario
Authorized Officer: *[Signature]*
Number: *12366*

EIGHT HUNDRED THIRTY SEVEN THOUSAND AND SEVEN HUNDRED ONLY
Authorized signature required for amounts over CAD \$50,000
AHM1-2370 South Sheridan Way, Mississauga

/ to the KAI WING TSANG IN TRUST
7080 Warden Avenue
Markham, ON L3R 5Y2

he Toronto-Dominion Bank

74928435

DATE: 2015-07-23
Transit-Senal No. 1882-74928435

\$ ****837,000.00
Canadian Dollars

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS

58 (1013)

150411 06/10 © Registered trademark of The Bank of Nova Scotia

984010

CANADIAN DOLLAR DRAFT

Scotiabank

SILVERLAND CTRE 3320 MIDLAND AVE
SCARBOROUGH ON M1V 5E6

DATE 2015 07 23
Y Y Y Y M M D D

PAY TO ORDER OF KAI WING TSANG IN TRUST \$ 439,000.00

SUM OF EXACTLY 439,000 DOLLARS ***** 00/100 CANADIAN FUNDS

TO:
ANY BRANCH OF
THE BANK OF NOVA SCOTIA

AUTH NO. <i>1230</i>	THE BANK OF NOVA SCOTIA
AUTH NO. <i>WA35</i>	AUTHORIZED OFFICER <i>[Signature]</i>
	AUTHORIZED OFFICER

9064? 4700000 2:00 38562: 1: 1010785

TAB O

Subject: Re: 238 / discharge and distribution motion

From: Oscar C. Wong [<mailto:info@ocwlaw.com>]
Sent: July 11, 2018 11:54 AM
To: Stewart Thom
Subject: Re: 238 / discharge and distribution motion

Dear Stewart,

Please refer to the table below:

Outstanding Amount as of August 11, 2016 :	\$ 2,911,813.85
Interest from Aug 11, 2016 to July 23, 2018 :	\$ 795,204.40
Court approved cost :	\$ 2,000.00
Estimated Legal Fee :	\$ 42,000.00
TOTAL :	\$ 3,751,018.25

Per diem rate is 14% (\$1,116.86 per diem)

Please regard this letter as discharge statement for the herein mortgage.

E. & O. E

Regards,

Oscar C. Wong Professional Corporation
330 Highway 7 East, Suite 503
Richmond Hill, Ontario L4B 3P8
Tel No. 905-881-2992
Fax No. 905-881-8856
Email: info@ocwlaw.com

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TAB P

**ONTARIO
SUPERIOR COURT OF JUSTICE**

MASTER *MILLS*

)
)
)
)

TUESDAY, THE *14th*

DAY OF NOVEMBER, 2017

BETWEEN:

FAN XIAO BING a.k.a. ANGELA FAN

Plaintiff

- and -

2380009 ONTARIO INC., COMPUTERSHARE TRUST COMPANY OF CANADA,
2292912 ONTARIO INC., 2383603 ONTARIO INC., PROFILEX INC., MARCELO
ANTONIO HERNANDEZ, CHRISTOPHERE HO, HO AND ASSOCIATES
CONSULTING GROUP INC., WILLIAM FONG, ATLANTIC (HS) CAPITAL INC.,
ATLANTIC ADVANTAGE MANAGEMENT INC., BUILTRITE TECHNOLOGIES INC.
and ELIAS F. MANCEBO

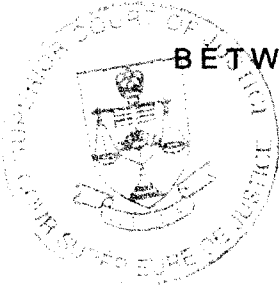
Defendants

ORDER

THIS MOTION, made by the plaintiff, for a preservation order, was heard this day the 14th day of November 2017, at the court house at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Eric Grigg sworn November 2nd, 2017, filed, the consent of the parties, filed, and on hearing the submissions of the lawyer(s) for the plaintiff:

1. THIS COURT ORDERS that in the event:
 - (a) the premises known municipally as 2370 South Sheridan Way, Mississauga, Ontario, L5T 2M2, the legal description as set out in the Schedule "A" (the "**Property**"), is sold privately, by the Receiver, by court order, by power of sale, and/or any other means (the "**Property Sale**"); and



- (b) the mortgagees of the second mortgage registered on title to the Property (the "**Second Mortgagees**", namely Atlantic (HS) Capital Inc., Atlantic Advantage Management Inc., and 2383603 Ontario Inc.) bearing registration number PR2754956 in land registry office number 43 (the "**Second Mortgage**") are entitled to any of the proceeds of sale from the Property Sale (the "Proceeds of Sale");

the Proceeds of Sale shall be apportioned/allocated to the Second Mortgagees along the following percentages:

- (c) 2383603 Ontario Inc.: 38.46%;
- (d) Atlantic (HS) Capital Inc. and Atlantic Advantage Management Inc.: 61.54%

2. THIS COURT ORDERS that 40% of 2383603 Ontario Inc.'s entitlement to any Proceeds of Sale shall be paid into the trust account of Advocates LLP, up to the amount of \$475,000.00, before any of the Proceeds of Sale shall be distributed to 2383603 Ontario Inc.;

3. THIS COURT ORDERS that any funds paid into the trust account of Advocates LLP, as set out above, shall be released to the plaintiff as a credit towards her claim against 2383603 and William Fong in this action;

4. THIS COURT ORDERS that the Second Mortgage cannot be transferred, conveyed, or assigned by the Second Mortgagees pending further order of the court, or consent of the plaintiff and the Second Mortgagees;

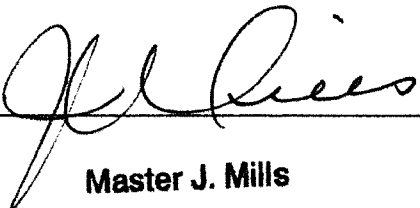
5. THIS COURT ORDERS that the Second Mortgagees shall be at liberty to provide an undertaking to discharge the Second Mortgage and shall be at liberty to discharge the Second Mortgage provided 2383603 Ontario Inc. and its solicitor provide an undertaking to pay \$475,000.00 (or an amount as calculated in accordance with subparagraphs 2(c)(d) and paragraph 3 of this order) from the proceeds of sale into the trust account of Advocates LLP;

6. THIS COURT ORDERS that in the event that more than \$400,000.00 is paid into the trust account of Advocates LLP, pursuant to this order, the plaintiff shall pay

costs to Atlantic (HS) Capital Inc. and Atlantic Advantage Management Inc. in the amount of up to \$10,000.00. For greater certainty, the first \$10,000.00 over and above the \$400,000.00 received by Advocates LLP shall be payable as costs to Atlantic (HS) Capital Inc. and Atlantic Advantage Management Inc.;

7. THIS COURT ORDERS that any transferees or assignees of the Second Mortgage are bound by the terms of this order; and

8. THIS COURT ORDERS that there shall be no costs of this motion.


Master J. Mills

ONTARIO COURT OF CHANCERY
TORONTO
ON / BOOK NO.
LE / DANS LE REGISTRE NO.

NOV 14 2017

PER / PAR



FAN XIAO BING a.k.a. ANGELA FAN
Plaintiff

and 2380009 ONTARIO INC.
Defendant

Court File No.: CV-16-551581

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

ORDER

ADVOCATES LLP
16th Floor - One London Place
255 Queens Avenue
London ON N6A 5R8

Jeff Van Bakel (56003U)
Tel: (519) 858-8220 ext. 246
Fax: 519-858-0687

Lawyers for the plaintiff

TAB Q

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

)

MONDAY, THE 23RD

JUSTICE

)

DAY OF JULY, 2018

)

B E T W E E N:

2292912 ONTARIO INC.

Applicant

-and-

2380009 ONTARIO LIMITED

Respondent

APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

DISCHARGE ORDER

THIS MOTION, made by RSM Canada Limited ("RSM") in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of 2380009 ONTARIO LIMITED (the "Debtor"), for an order, *inter alia*:

- (a) approving the activities of the Receiver as set out in the Sixth Report of the Receiver dated July 16, 2018 (the "Sixth Report");
- (b) approving the fees and disbursements of the Receiver and its counsel as set out in the Receiver's Fifth Report dated January 16, 2018 (the "Fifth Report"), the Sixth Report and the appendices thereto;

- (c) approving the distribution of the remaining proceeds available in the estate of the Debtor as set out in the Sixth Report (the "Proposed Distribution") and authorizing the Receiver to proceed to make the Proposed Distribution;
- (d) discharging RSM as Receiver of the undertaking, property and assets of the Debtor; and
- (e) releasing RSM from any and all liability, as set out in paragraph 8 of this Order,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Sixth Report, the affidavits of the Receiver and its counsel as to fees as appended to the Fifth Report and Sixth Report (the "Fee Affidavits"), and on hearing the submissions of counsel for the Receiver, no one else appearing;

1. THIS COURT ORDERS that the time for service of this motion is hereby abridged, service of this motion is validated and further service of this motion is hereby dispensed with.
2. THIS COURT ORDERS that the activities of the Receiver, as set out in the Sixth Report, and the R&D, as defined in the Sixth Report, are hereby approved.
3. THIS COURT ORDERS that the Receiver is hereby authorized to carry out the Remaining Duties, as defined in the Sixth Report, and such incidental tasks as are required to complete the Remaining Duties and that no further approvals in respect of same shall be required.
4. THIS COURT ORDERS that the fees and disbursements of the Receiver and its counsel, as set out in the Fee Affidavits, are hereby approved.
5. THIS COURT ORDERS that accounts rendered by the Receiver and its counsel for the period subsequent to July 6, 2018, shall considered to be approved provided that within 30 days following the delivery to Oscar Wong of the Receiver's and its counsel's accounts, no application to the Court is brought by the Second Mortgagees, or any of them, challenging such account(s).

6. THIS COURT ORDERS that, after payment of the fees and disbursements herein approved, the Receiver is authorized to pay the monies remaining in its hands in accordance with the Proposed Distribution as set out in the Sixth Report, including any Future Distributions, as defined in the Sixth Report.

7. THIS COURT ORDERS that upon payment of the amounts set out in paragraph 6 hereof and upon the Receiver filing the Receiver Discharge Certificate (attached as Schedule "A") upon completion of the activities described in the Sixth 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 RSM in its capacity as Receiver.

8. THIS COURT ORDERS AND DECLARES that RSM is hereby released and discharged from any and all liability that RSM now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of RSM while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, RSM 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 for any gross negligence or wilful misconduct on the Receiver's part.

SCHEDULE A

Court File No. CV-16-011354-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

2292912 ONTARIO INC.

Applicant

-and-

2380009 ONTARIO LIMITED

Respondent

APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

RECEIVER'S DISCHARGE CERTIFICATE

RECITALS

- A. Pursuant to an Order of The Honourable Mr. Justice Newbould dated February 7, 2017 of the Ontario Superior Court of Justice (Commercial List) (the "Court"), Collins Barrow Toronto Limited (now known as RSM Canada Limited), was appointed as the receiver and manager (the "Receiver") without security of all the assets, undertakings and properties of 2380009 Ontario Limited ("238");
- B. Pursuant to an Order of the Court dated July 23, 2018 (the "Discharge Order"), RSM Canada Limited, was discharged as Receiver of the undertaking, properties and assets of 238 to be effective upon the filing by the Receiver with the Court of a certificate confirming that the Receiver has completed the remaining duties as defined in the Sixth Report (the "Remaining Duties");
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Discharge Order;

THE RECEIVER CERTIFIES the following:

1. The Receiver has completed the Remaining Duties;
2. This Certificate was delivered by the Receiver at Toronto on _____, 2018.

RSM CANADA LIMITED, in its capacity as
Court-Appointed Receiver of 2380009 Ontario
Limited and not in its personal capacity

Per:

Daniel Weisz, CPA, CA, CFF, CIRP, LIT
Senior Vice President

2292912 ONTARIO INC.
Applicant

-and- 2380009 ONTARIO LIMITED
Respondent

Court File No. CV-16-011354-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

DISCHARGE ORDER

TORKIN MANES LLP

Barristers & Solicitors

151 Yonge Street, Suite 1500

Toronto ON M5C 2W7

Stewart Thom (55695C)

sthom@torkinmanes.com

Tel: 416-777-5197

Fax: 1-877-689-3872

Lawyers for the Receiver, RSM Canada Limited formerly
Collins Barrow Toronto Limited

RCP-E 4C (May 1, 2016)

TAB R

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

2292912 ONTARIO INC.

Applicant

- and -

2380009 ONTARIO LIMITED

Respondent

AFFIDAVIT OF DANIEL WEISZ
(Sworn July 13, 2018)

I, **DANIEL WEISZ**, of the City of Vaughan, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Senior Vice-President of RSM Canada Limited ("**RSM**") and as such I have personal knowledge of the matters to which I hereinafter depose, save and except those matters based upon information and belief, in which case I have stated the source of such facts, all of which I verily believe to be true.
2. Pursuant to an order of the Court dated February 7, 2017, Collins Barrow Toronto Limited was appointed receiver (the "**Receiver**"), without security, of all of the assets,

undertakings and properties of 2380009 Ontario Limited (the “Debtor”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof.

3. On December 5, 2017, Justice Hainey made an Order (the “Substitution Order”) that the name RSM Canada Limited be substituted in place of the name Collins Barrow Toronto Limited in respect of this proceeding (and other mandates on which it is acting).


4. Attached hereto and marked as Exhibit “A” to this my affidavit are copies of invoices issued by RSM for fees and disbursements incurred by the Receiver in respect of the receivership proceedings for the period January 1, 2018 to July 6, 2018 (the “Period”). The total fees and disbursements charged for the Period are \$26,671.35, plus HST of \$3,467.28 for a total of \$30,138.64. The average hourly rate charged during the Period was \$427.97.

5. The invoices are a fair and accurate description of the services provided and the amounts charged by RSM for the Period.


6. Attached hereto and marked as Exhibit “B” is a schedule summarizing the invoices in Exhibit “A”, the total billable hours charged, the total fees charged and the average hourly rate charged.

7. I make this affidavit in support of a motion for an Order approving the Receiver’s fees and disbursements and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 13th day of July, 2018

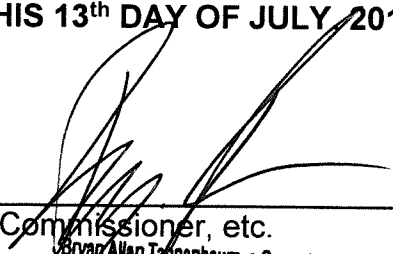

A Commissioner, etc.

Bryan Allan Tannenbaum, a Commissioner, etc.
Province of Ontario, for RSM Canada LLP
and RSM Canada Limited.
Expires January 5, 2021.

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DANIEL WEISZ

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF DANIEL WEISZ SWORN BEFORE ME
THIS 13th DAY OF JULY 2018**



A Commissioner, etc.

Bryan Allan Tallenbaum, a Commissioner, etc.
Province of Ontario, for RSM Canada LLP
and RSM Canada Limited.
Expires January 5, 2021



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
Licensed Insolvency Trustee
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver of 2380009 Ontario Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date February 12, 2018

Client File 301618-36118

Invoice 13

No. C000616

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Court-appointed Receiver of 2380009 Ontario Limited ("**238**" or the "**Company**") for the period January 1, 2018 to January 31, 2018.

Date	Professional	Description
1/2/2018	Daniel Weisz	Review emails and call in to Canada Revenue Agency (" CRA ") regarding issue of whether taxes are payable by the Receiver on the sale of the property.
1/2/2018	Brenda Wong	Review invoices for payment; review and respond to email from Garden City regarding its January bill.
1/3/2018	Cindy Baeta	Prepare disbursement cheques.
1/3/2018	Daniel Weisz	Email Directive to R. Bhandari of CRA; discussion with R. Bhandari; exchange emails with B. Cohen of Torkin Manes LLP (" Torkin ") in respect of same; review and sign cheques.
1/3/2018	Brenda Wong	Review GFL Environmental Inc. (" GFL ") invoice.
1/5/2018	Daniel Weisz	Discussion with S. Thom of Torkin on revised settlement amount received from F. Tayar's office regarding the trust claim of Eco Home Energy Services Inc. (" Eco Energy ") and quantum of potential distribution to second mortgagee; review summary of activities; exchange emails with B. Cohen regarding email from J. van Bakel.
1/5/2018	Brenda Wong	Review summary of activities.
1/9/2018	Daniel Weisz	Discussion with S. Thom regarding status of Eco Energy motion for advice and directions scheduled for tomorrow; discussion with S. Thom regarding settlement reached; review draft email to parties regarding Eco Energy settlement and provide comments to S. Thom; discussion with B. Wong regarding report to Court to be prepared; review of emails.
1/9/2018	Brenda Wong	Begin drafting Receiver's fifth report.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Receiver's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
1/10/2018	Brenda Wong	Continue drafting fifth report to Court; update statement of receipts and disbursements.
1/10/2018	Daniel Weisz	Review Endorsement issued by Justice Conway regarding Eco Energy; discussion with S. Thom regarding today's court attendance and report to Court; work on report to Court.
1/11/2018	Brenda Wong	Review correspondence from HWIN and email to GFL re same; review D. Weisz changes to report and forward to S. Thom for comments.
1/11/2018	Daniel Weisz	Discussion with S. Thom regarding status of report to Court; work on report to Court; review and update interim statement of receipts and disbursements; prepare affidavit of fees; review Torkin statement of account and correspondence with D. Bafaro and S. Thom re same; review and sign cheques.
1/12/2018	Cindy Baeta	Prepare bank reconciliation.
1/12/2018	Daniel Weisz	Discussion with S. Thom regarding status of report; review Torkin revised account; review S. Thom changes to report to Court.
1/15/2018	Brenda Wong	Review S. Thom's changes to draft report, update report and appendices, check references to source; discussion with J. Berger regarding preparation of RT0001 HST returns; respond to inquiry from Enbridge regarding payment of final bill; review calculation of RT0001 returns to be filed.
1/15/2018	Jeffrey Berger	Compile draft financial statements and HST returns for 2014 through 2017.
1/15/2018	Daniel Weisz	Review updated version of report, edit same and forward to S. Thom; discussion with S. Thom; work on finalizing report; further discussion with S. Thom.
1/16/2018	Jeffrey Berger	Filing HST returns for the RT0001 account.
1/16/2018	Daniel Weisz	Review email from S. Thom; update and finalize report to Court and finalize fee affidavit; review email from S. Thom regarding information requested by second mortgagees, review files and respond to S. Thom.
1/16/2018	Brenda Wong	Review Torkin invoice; email copies of report and fee affidavit to Torkin.
1/17/2018	Daniel Weisz	Discussion with B. Wong on status of HST and corporate tax returns; discussion with S. Thom regarding settlement agreement re Eco Energy and review draft documents and provide comments to S. Thom.
1/18/2018	Daniel Weisz	Discussion with P. Davey of CRA and email to B. Cohen re same; discussion with S. Thom on same; review revised settlement agreement regarding Eco Energy; review various documents in connection with CRA's position and email to B. Cohen re same.
1/18/2018	Brenda Wong	Review email regarding CRA position on capital gains and discussion with D. Weisz re same.
1/19/2018	Daniel Weisz	Exchange emails with B. Cohen regarding CRA.
1/22/2018	Daniel Weisz	Review email from O. Wong of Oscar C. Wong Professional Corporation regarding information requested re statement of receipts and disbursements; call in to J. Simpson of Torkin; draft email to CRA regarding its position on corporate taxes and forward draft to B. Cohen.
1/23/2018	Daniel Weisz	Discussion with J. Simpson regarding his discussion with O. Wong's office and motion scheduled for tomorrow; review email from C. Linthwaite regarding Eco Energy; review email from C. Linthwaite regarding Eco Energy settlement and

Date	Professional	Description
		discussion with J. Simpson on same; review further emails re same; discussion with J. Simpson re second mortgagee position re tomorrow's motion; review updated Order and Eco Energy settlement agreement and sign the settlement agreement; email to J. Simpson re same.
1/24/2018	Brenda Wong	Review Alectra invoice.
1/24/2018	Daniel Weisz	Prepare for and attend Court attendance regarding approval of Receiver's activities and approval of settlement of Eco Energy claim.
1/25/2018	Cindy Baeta	Prepare disbursement cheque.
1/25/2018	Daniel Weisz	Review and sign cheques.
1/26/2018	Daniel Weisz	Discussion with B. Cohen regarding status of various matters.
1/29/2018	Brenda Wong	Review notices of assessment received from CRA.
1/29/2018	Daniel Weisz	Review email from O. Wong's office regarding request for information.
1/30/2018	Brenda Wong	Call with D. Weisz and J. Simpson regarding documents requested by O. Wong; pulling supporting documents for insurance expense and email to J. Simpson.
1/30/2018	Daniel Weisz	Prepare for and attend conference call with J. Simpson and B. Wong regarding information requested by O. Wong.
1/31/2018	Daniel Weisz	Review draft email to O. Wong and discussion with S. Thom regarding same and status of the receivership.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	18.20	\$ 495	\$ 9,009.00
Brenda Wong, CIRP, LIT	Senior Manager	7.40	\$ 375	2,775.00
Jeffrey K. Berger, CPA, CA	Senior Analyst	2.80	\$ 195	546.00
Cindy Baeta	Estate Administrator	1.00	\$ 110	110.00
Total hours and professional fees		29.40		\$ 12,440.00
Disbursements				
Courier			\$ 8.85	
Total disbursements				8.85
Total professional fees and disbursements				\$ 12,448.85
HST @ 13%				1,618.35
Total payable				\$ 14,067.20

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
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11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

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www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver of 2380009 Ontario Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date March 2, 2018

Client File 301618-36118

Invoice 14

No. C000626

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Court-appointed Receiver of 2380009 Ontario Limited ("**238**" or the "**Company**") for the period February 1, 2018 to February 28, 2018.

Date	Professional	Description
2/1/2018	Brenda Wong	Calculate and file RT0002 HST return for period ending January 31, 2018, reconcile to estimate in Receiver's Fourth Report; email to D. Weisz regarding Notices of Assessment received and net balance on RT0001 and RT0002 accounts; review and respond to email from Secure Group regarding unpaid invoice.
2/1/2018	Daniel Weisz	Review email sent to O. Wong of Oscar C. Wong Professional Corporation; discussion with B. Wong on Canada Revenue Agency (" CRA ") claim re HST; email to S. Thom of Torkin Manes LLP (" Torkin ") re same; review draft S. Thom email regarding corporations tax/capital gains; review and file emails.
2/2/2018	Brenda Wong	Call with S. Thom and D. Weisz regarding HST position; call to P. Davey of CRA to request RT0001 trust exam; file missing RT0001 return for July 2014.
2/2/2018	Daniel Weisz	Conference call with S. Thom and B. Wong to discuss 238's HST liability and returns filed; email to S. Thom regarding status of Eco Home Energy Services Inc. (" Eco Energy ") settlement and payment of settlement amount; review and filing of emails.
2/7/2018	Brenda Wong	Review settlement documents and email to S. Thom regarding whether fully executed copies are required.
2/12/2018	Brenda Wong	Follow up with Torkin regarding cheque for Eco Energy; review summary of activities; review draft letter to CRA; follow up with Secure Group regarding whether it will be submitting another invoice.
2/12/2018	Daniel Weisz	Review email from B. Cohen of Torkin enclosing changes to proposed communication with CRA and update and email to B. Cohen and S. Thom re same; review summary of activities.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Receiver's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
2/13/2018	Daniel Weisz	Review account of Torkin; finalize email to CRA and send, and forward same to B. Cohen.
2/14/2018	Brenda Wong	Review legal bills submitted for payment.
2/14/2018	Daniel Weisz	Review files and email to D. Bafaro regarding account rendered by Torkin.
2/15/2018	Daniel Weisz	Email to CRA requesting confirmation that email setting out Receiver's position was received.
2/16/2018	Daniel Weisz	Review and sign cheques and discussion with B. Wong regarding Torkin invoice and cheque; review revised invoice and draft letter to Torkin; email and discussion with S. Thom regarding payment of amount to Eco Energy.
2/16/2018	Brenda Wong	Review and sign disbursement cheques; review bill from Region of Peel and call to inquire re what period the charges relate to; review Notice of Assessment received regarding RT0001 return filed.
2/20/2018	Brenda Wong	Call with Region of Peel regarding payment of outstanding water bill; prepare interim statement of Receiver.
2/20/2018	Daniel Weisz	Discussion with B. Wong regarding payment of water bill and Report pursuant to Section 246(2) of the Bankruptcy and Insolvency Act (" BIA Report ") to be prepared; review and update the BIA Report; review emails; email to S. Thom regarding status of reply from counsel to Eco Energy re cheque to be sent.
2/21/2018	Daniel Weisz	Review, update and sign the BIA Report.
2/21/2018	Brenda Wong	Fax S246(2) report to the Official Receiver and arrange for posting to webpage.
2/22/2018	Brenda Wong	Re-issue of cheque to Eco Energy to be paid to legal counsel.
2/22/2018	Daniel Weisz	Discussion with S. Thom regarding direction from Eco Energy and considerations re finalizing the receivership; discussion with C. Linthwaite of Fred Tayar & Associates regarding direction from Eco Energy; review email received and forward to S. Thom; prepare letter to Fred Tayar & Associates regarding payment.
2/23/2018	Daniel Weisz	Review email from O. Wong regarding request for information; review S. Thom correspondence to O. Wong; discussion with B. Jacklin of CRA regarding his enquiries re HST return filed.
2/26/2018	Daniel Weisz	Discussion with S. Thom regarding his correspondence with O. Wong.
2/28/2018	Daniel Weisz	Review email from Department of Justice and email to B. Cohen regarding same.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	6.00	\$ 495	\$ 2,970.00
Brenda Wong, CIRP, LIT	Senior Manager	3.90	\$ 375	1,462.50
Total hours and professional fees		<u>9.90</u>		\$ 4,432.50
HST @ 13%				576.23
Total payable				\$ 5,008.73

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"



GST/HST: 80784 1440 RT 0001

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www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver of 2380009 Ontario Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date April 11, 2018

Client File 301618-36118
Invoice 15
No. C000652

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Court-appointed Receiver of 2380009 Ontario Limited ("**238**" or the "**Company**") for the period March 1, 2018 to March 31, 2018.

Date	Professional	Description
3/1/2018	Daniel Weisz	Email to S. Thom of Torkin Manes LLP (" Torkin ") in response to his; review B. Cohen of Torkin letter to Department of Justice.
3/2/2018	Daniel Weisz	Review summary of activities.
3/5/2018	Daniel Weisz	Review email from O. Wong of Oscar C. Wong Professional Corporation in response to email from S. Thom; discussion with S. Thom regarding his discussion with O. Wong re request of O. Wong; review files; prepare information for O. Wong and email to S. Thom re same; review subsequent email from O. Wong.
3/7/2018	Daniel Weisz	Review email exchange between M. Bader and B. Cohen; review draft S. Thom response to O. Wong and provide comments to S. Thom; review HST deemed trust claim of Canada Revenue Agency (" CRA ") and forward to Torkin.
3/8/2018	Brenda Wong	Review letter from CRA re its deemed trust claim for HST payable.
3/8/2018	Daniel Weisz	Review Fourth Report re HST and compare to CRA claim for outstanding HST; review S. Thom email to O. Wong; meet with B. Wong on HST; draft email to B. Cohen re same.
3/9/2018	Daniel Weisz	Discussion with B. Wong on letter received from CRA regarding claim re HST; update memo to B. Cohen and send.
3/9/2018	Brenda Wong	Review draft response re CRA deemed trust claim and discussion with D. Weisz re same.
3/12/2018	Daniel Weisz	Review and file emails.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Receiver's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
3/16/2018	Brenda Wong	Review emails and call with Torkin re outstanding legal bill and correction re re-issued invoice.
3/21/2018	Daniel Weisz	Review email from Department of Justice regarding CRA position re capital gains liability; discussion with B. Cohen re finalization of receivership administration.
3/23/2018	Brenda Wong	Email to P. Davey of CRA re CRA's trust claim.
3/23/2018	Daniel Weisz	Review emails; discussion with B. Wong regarding status of enquiry re outstanding HST.
3/26/2018	Brenda Wong	Calls with P. Davey of CRA re deemed trust claim and treatment of credit on RT0002 account and RC342 application.
3/26/2018	Daniel Weisz	Review email from B. Wong regarding her discussion with CRA re the HST liability; review files and draft email to B. Cohen re same; exchange emails with B. Cohen; discussion with B. Cohen re same; prepare calculation of estimated annual profit/loss to assess tax position.
3/28/2018	Daniel Weisz	Email to B. Cohen re status of correspondence to O. Wong.
3/29/2018	Daniel Weisz	Review email from S. Thom regarding email from O. Wong and email to S. Thom re same.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	4.60	\$ 495	\$ 2,277.00
Brenda Wong, CIRP, LIT	Senior Manager	1.50	\$ 375	562.50
Total hours and professional fees		<u>6.10</u>		\$ 2,839.50
HST @ 13%				369.14
Total payable				\$ 3,208.64

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"



GST/HST: 80784 1440 RT 0001

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Licensed Insolvency Trustee
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

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www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver of 2380009 Ontario Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date May 10, 2018

Client File 301618-36118

Invoice 16

No. C000670

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Court-appointed Receiver of 2380009 Ontario Limited ("**238**" or the "**Company**") for the period April 1, 2018 to April 30, 2018.

Date	Professional	Description
4/10/2018	Daniel Weisz	Discussion with S. Thom of Torkin Manes LLP (" Torkin ") with respect to the status of correspondence to O. Wong of Oscar C. Wong Professional Corporation; review summary of activities.
4/11/2018	Daniel Weisz	Review draft email to O. Wong and forward comments to S. Thom.
4/11/2018	Brenda Wong	Review draft email to O. Wong.
4/12/2018	Daniel Weisz	Review S. Thom email to O. Wong.
4/13/2018	Cindy Baeta	Prepare disbursement cheques; prepare bank reconciliation.
4/17/2018	Daniel Weisz	Review letter from the Ministry of the Environment and Climate Change, review file and respond.
4/18/2018	Daniel Weisz	Discussion with S. Thom in advance of his discussion with O. Wong.
4/19/2018	Brenda Wong	Follow up re email from Torkin re its outstanding account.
4/23/2018	Brenda Wong	Review Ascend bookkeeping for Torkin Manes March payment and email to Torkin Manes to advise replacement cheque will be issued; email to GFL to request they close the HWIN account which was opened for the property.
4/24/2018	Daniel Weisz	Conference call with B. Cohen of Torkin and S. Thom re proposed reply to O. Wong.
4/25/2018	Brenda Wong	Discussion with J. Berger re preparation of financial statements and corporate tax returns for 238 and the limited information available; review emails re corporate tax returns; send email to P. Davey of Canada Revenue Agency (" CRA ") to follow up re the status of the Receiver's RC342 application.
4/26/2018	Brenda Wong	Calls to CRA to inquire re status of Receiver's RC342 application.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Receiver's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
4/27/2018	Daniel Weisz	Review and exchange emails re efforts to contact CRA re HST issue; review draft email to O. Wong and provide comments to S. Thom.
4/30/2018	Brenda Wong	Review voicemail from P. Davey of CRA and forward to D. Weisz and Torkin; emails with D. Weisz re payment of deemed trust claim.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	1.40	\$ 495	\$ 693.00
Brenda Wong, CIRP, LIT	Senior Manager	1.00	\$ 375	375.00
Cindy Baeta	Estate Administrator	0.20	\$ 110	22.00
Total hours and professional fees		<u>2.60</u>		\$ 1,090.00
HST @ 13%				141.70
Total payable				\$ 1,231.70

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
Licensed Insolvency Trustee
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver of 2380009 Ontario Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date July 6, 2018

Client File 301618-36118
Invoice 17
No. 5428638

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Court-appointed Receiver of 2380009 Ontario Limited ("238" or the "Company") for the period May 1, 2018 to May 31, 2018.

Date	Professional	Description
5/2/2018	Daniel Weisz	Review email from Timbercreek.
5/3/2018	Daniel Weisz	Email to Torkin Manes LLP ("Torkin") re status of security opinion.
5/3/2018	Brenda Wong	Review email correspondence and send follow up email to P. Davey of Canada Revenue Agency ("CRA").
5/4/2018	Cindy Baeta	Prepare bank reconciliation.
5/4/2018	Daniel Weisz	Review email from O. Wong of Oscar C. Wong Professional Corporation.
5/7/2018	Daniel Weisz	Exchange emails with B. Cohen of Torkin re security opinion required; discussion with B. Wong on the status of the receivership administration; review RC 342 from CRA; review file re deemed trust claim.
5/7/2018	Brenda Wong	File RT0001 and RT0002 HST returns; follow up with CRA re letter on its decision on RC342, review letter and forward to D. Weisz and Torkin.
5/8/2018	Daniel Weisz	Exchange emails with B. Cohen regarding correspondence with O. Wong; email to P. Davey regarding amounts owed by 238 to CRA.
5/8/2018	Brenda Wong	Review emails from Torkin and D. Weisz re HST liability.
5/9/2018	Daniel Weisz	Review summary of activities.
5/10/2018	Daniel Weisz	Discussion with P. Davey re HST returns filed re deemed trust claim.
5/10/2018	Brenda Wong	Review email from D. Weisz and call with P. Davey re RT0001 and RT0002 returns filed.
5/11/2018	Cindy Baeta	Prepare disbursement cheque.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Receiver's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

Date	Professional	Description
5/11/2018	Brenda Wong	Call to Ministry of Environment re closing HWIN account and prepare cover letter for cheque to Minister of Finance.
5/15/2018	Brenda Wong	Review correspondence from CRA and email to P. Davey re requirement to refile HST returns for 2017.
5/16/2018	Brenda Wong	Commence drafting Receiver's sixth report to Court.
5/17/2018	Daniel Weisz	Review Torkin's opinion on security of second mortgagee.
5/17/2018	Brenda Wong	Continue drafting sixth report to Court.
5/18/2018	Daniel Weisz	Review emails re consideration of amount to be held back from distribution to secured creditors; email to S. Thom of Torkin re finalization of receivership administration; work on sixth report to court.
5/18/2018	Brenda Wong	Review legal opinion on security of second mortgagee and update draft report.
5/22/2018	Brenda Wong	Review changes to draft report.
5/22/2018	Daniel Weisz	Review B. Wong comments on draft report, update draft and send to Torkin for comments; discussion with B. Cohen re draft report.
5/23/2018	Brenda Wong	Update statement of R&D and fee affidavit.
5/28/2018	Donna Nishimura	Deposit HST refund cheque at the bank.
5/28/2018	Brenda Wong	Review HST refund cheque received and email to P. Davey re adjustments made, review response.
5/31/2018	Cindy Baeta	Prepare disbursement cheques.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	5.70	\$ 495	\$ 2,821.50
Brenda Wong, CIRP, LIT	Senior Manager	5.30	\$ 375	1,987.50
Cindy Baeta/Donna Nishimura	Estate Administrator	0.50	\$ 110	55.00
Total hours and professional fees		<u>11.50</u>		\$ 4,864.00
HST @ 13%				632.32
Total payable				\$ 5,496.32

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
Licensed Insolvency Trustee
11 King St W, Suite 700, Box 27
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T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver of 2380009 Ontario Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date July 10, 2018

Client File 301618-36118

Invoice 18

No. 5430276

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Court-appointed Receiver of 2380009 Ontario Limited ("238" or the "Company") for the period June 1, 2018 to July 6, 2018.

Date	Professional	Description
6/1/2018	Cindy Baeta	Prepare disbursement cheques.
6/1/2018	Donna Nishimura	Deposit cheque at the bank.
6/5/2018	Donna Nishimura	Deposit cheque at the bank.
6/7/2018	Cindy Baeta	Post receipts to Ascend.
6/11/2018	Daniel Weisz	Review email and discussion with S. Thom of Torkin Manes LLP ("Torkin") regarding Court Discharge Application.
6/11/2018	Brenda Wonga	Review emails from and call with Torkin re scheduling Court date and updating draft report.
6/15/2018	Brenda Wong	Return call from HWIN re closing of generator account.
6/19/2018	Brenda Wong	Make updates to draft report; review general ledger for professional fees paid to date.
6/20/2018	Brenda Wong	Respond to call from Ministry to close HWIN account.
6/22/2018	Cindy Baeta	Prepare bank reconciliation; post accrual for payment of deemed trust claim.
6/22/2018	Brenda Wong	Review fax from CRA re revised deemed trust claim.
7/5/2018	Daniel Weisz	Review and update report to court and forward draft to Torkin; review summary of activities.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Receiver's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	1.10	\$ 495	\$ 544.50
Brenda Wong, CIRP, LIT	Senior Manager	1.00	\$ 375	375.00
Cindy Baeta/Donna Nishimura	Estate Administrator	0.70	\$ 110	77.00
Total hours and professional fees		<u>2.80</u>		\$ 996.50
HST @ 13%				129.55
Total payable				\$ 1,126.05

PAYMENT BY VISA / MC ACCEPTED

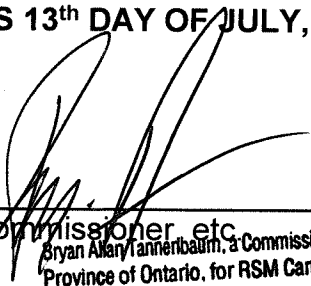
Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CAS Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF DANIEL WEISZ SWORN BEFORE ME
THIS 13th DAY OF JULY, 2018**



A Commissioner, etc.
Bryan Allan Tannerbaum, a Commissioner, etc.
Province of Ontario, for RSM Canada LLP
and RSM Canada Limited.
Expires January 5, 2021.

**In the Matter of the Receivership of
 2380009 Ontario Limited
 Summary of Receiver's Fees
 For the Period January 1, 2018 to July 6, 2018**

Invoice #	Invoice Date	Period	Hours	Fees	Disburse - ments	Subtotal	HST	Total	Average Hourly Rate
13	12-Feb-18	January 1 to 31, 2018	29.4	\$ 12,440.00	\$ 8.85	\$ 12,448.85	\$ 1,618.35	\$ 14,067.20	\$423.13
14	2-Mar-18	February 1 to 28, 2018	9.9	4,432.50	-	4,432.50	576.23	5,008.73	\$447.73
15	11-Apr-18	March 1 to 31, 2018	6.1	2,839.50	-	2,839.50	369.14	3,208.64	\$465.49
16	10-May-18	April 1 to 30, 2018	2.6	1,090.00	-	1,090.00	141.70	1,231.70	\$419.23
17	6-Jul-18	May 1 to 31, 2018	11.5	4,864.00		4,864.00	632.32	5,496.32	\$422.96
18	10-Jul-18	June 1 to July 6, 2018	2.8	996.50		996.50	129.55	1,126.05	\$355.89
Total			62.3	\$ 26,662.50	\$ 8.85	\$ 26,671.35	\$ 3,467.28	\$ 30,138.64	\$427.97

TAB S

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

2292912 ONTARIO INC.

Applicant

-and-

2380009 ONTARIO LIMITED

Respondent

APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

AFFIDAVIT OF BARRY A. COHEN

I, Barry A. Cohen, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Lawyer with the law firm of TORKIN MANES LLP (“**Torkin Manes**”), which has been engaged as independent counsel to RSM Canada Limited (“**RSM**”), in its capacity as Court-Appointed Receiver, over the assets and undertakings of 2380009 Ontario Limited in this proceeding and as such have knowledge of the matters to which I hereinafter depose either through my own knowledge or by informing myself with respect thereto in which case I have indicated the source of my information and belief.

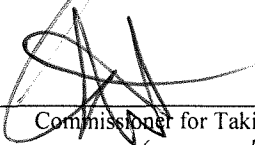
2. Attached hereto as **Exhibit "A"** is a Bill of Costs representing the accounts issued by Torkin Manes to RSM, in its capacity as Court-Appointed Receiver, which includes detailed descriptions of the work performed for the period from January 3, 2018 to and including

July 6, 2018. The total fees charged by Torkin Manes to RSM during this period were \$32,006.00 plus HST of \$4,160.78, plus disbursements of \$1,062.17 plus HST of \$117.28, for a total amount of \$37,346.23.

3. I confirm that the attached accounts accurately reflect the services provided by Torkin Manes in this matter and the fees and disbursements claimed by it during the period described above.

4. Additionally, attached hereto as **Exhibit "B"** is a summary of additional information with respect to the aforesaid accounts indicating all members of Torkin Manes who worked on this matter during the period described above, their year of call to the bar, total time charges and hourly rates, and I hereby confirm that this list represents an accurate accounts of such information.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on
July 16, 2018

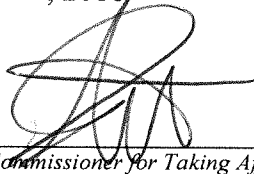


Commissioner for Taking Affidavits
(or as may be)

}


BARRY A. COHEN

This is Exhibit "A" referred to in the Affidavit of Barry A. Cohen
sworn July 16, 2018.

A handwritten signature in black ink, appearing to be 'BA Cohen', written over a horizontal line.

Commissioner for Taking Affidavits (or as may be)

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

2292912 ONTARIO INC.

Applicant

-and-

2380009 ONTARIO LIMITED

Respondent

APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 as amended and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

**BILL OF COSTS
(For the Period January 3, 2018 to July 6, 2018)**

TO PROFESSIONAL SERVICES RENDERED HEREIN AS FOLLOWS:

Jan 03 18	BAC	Correspondence from and to Receiver	0.40
Jan 03 18	SDT	Review of correspondence with Canada Revenue Agency (“CRA”) and directive re capital gains issue; e-mail correspondence with Oscar Wong re same; correspondence and communications with counsel for Eco Energy Home Services Inc. (“Eco”) re settlement of Eco claims	1.10
Jan 05 18	BAC	Correspondence from counsel; correspondence to/from Receiver; correspondence to counsel and Receiver	0.40
Jan 05 18	SDT	Communications with Receiver; correspondence with Oscar Wong re settlement of Eco claims	0.40
Jan 06 18	AE	To conference with Barry Cohen re proceeds of sale	0.20
Jan 08 18	JJS	Inter-office discussion with Mr. Thom to discuss Eco issues	0.60
Jan 09 18	SDT	Multiple communications with Receiver, counsel for Eco and counsel for second mortgagee interested parties re settlement of Eco claims; drafted correspondence re terms of settlement and manner of proceeding	3.90

Jan 10 18	SDT	Attendance in Court re return of Eco motion and scheduling of motion for approval of settlement; correspondence with Ms. Fan re settlement approval motion and position re same; correspondence with counsel and Receiver re Court attendance	3.10
Jan 10 18	JJS	Review of application brought by Eco and assessment of same	0.80
Jan 11 18	SDT	Correspondence with counsel for Ms. Fan re Confidential Supplemental Report to Fourth Report of Receiver; communications with Receiver re same; review of draft Fifth Report of Receiver	0.80
Jan 12 18	SDT	Revisions to draft Fifth Report of Receiver; correspondence and communications with Receiver re same	2.70
Jan 15 18	SDT	Communication with Receiver and revisions to Fifth Report; assembly and review of exhibits to Fifth Report	1.90
Jan 15 18	JJS	Inter-office discussion with Mr. Thom and review of pleadings and decisions regarding second mortgagee	1.10
Jan 16 18	SDT	Draft Notice of Motion; communications with Receiver and revisions to same; telephone call with counsel for 238/BuiltRite; communication with Receiver and Oscar Wong re correspondence with CRA and provisions of correspondence exchanged	3.40
Jan 17 18	SDT	Draft settlement documentation and release; communications with Receiver and revisions to settlement documentation	2.80
Jan 17 18	JJS	Review of draft factum	0.50
Jan 18 18	SDT	Finalization of settlement documentation and communication with interested parties re same	0.60
Jan 18 18	BAC	Correspondence from Receiver, consider tax issue; correspondence to Receiver	0.50
Jan 22 18	SDT	Dialogue with Jeff Simpson re return of motion for approval of settlement and contested issues re same	0.40
Jan 23 18	SDT	Correspondence re: revisions to settlement documentation	0.40

Jan 23 18	JJS	Drafting of draft Order; preparation for hearing re: approval of settlement; amendments to settlement documentation; extended negotiation with Mr. Linthwaite regarding amendments; various communications with Mr. Wong's office regarding potential adjournment of certain issues	3.20
Jan 24 18	JJS	Appearance in court re: approval of Eco settlement and other matters	3.00
Jan 24 18	SDT	Communication with Jeff Simpson re motion for approval of settlement	0.30
Jan 29 18	SDT	Review request for information from Oscar Wong and discussions with Jeff Simpson re same	0.30
Jan 29 18	JJS	Review of correspondence from Mr. Wong's office regarding request for information and further particulars; discussions and analysis of response to same	1.00
Jan 30 18	JJS	Telephone discussion with Mr. Weisz and Mr. Wong to discuss response to Mr. Wong's requests for information	0.60
Jan 31 18	AE	To conference with Stewart Thom re realty tax arrears issue	0.10
Jan 31 18	SDT	Discussion with Jeff Simpson and Receiver re: response to request for information by Oscar Wong; compilation of requested documentation; preparation of responding correspondence; e-mail to counsel re: provision of executed settlement documentation	0.80
Feb 01 18	SDT	Correspondence with counsel for second mortgagee re disclosure requests; review of material re communication with CRA concerning possible tax on capital gains issue; correspondence with Receiver re same; revisions to draft correspondence with CRA re: capital gains issue	2.40
Feb 07 18	SDT	Communications with David Winer and counsel for Eco re: provision of signed settlement documentation; receipt and review of signed Eco settlement documents; receipt and review of signed Fong settlement documents; telephone call with Receiver re: release of funds and expiry of appeal period	1.00
Feb 12 18	BAC	Review draft letter to CRA from Receiver; consider case law and Approval and Vesting Order; provide Receiver with draft suggested amendments to CRA correspondence; correspondence from/to Receiver	0.50
Feb 13 18	BAC	Correspondence from Receiver, consider same; correspondence to Receiver	0.30

Feb 16 18	SDT	Communications with counsel for Eco re payment of settlement funds	0.20
Feb 20 18	SDT	Correspondence with counsel for Eco re direction re: funds; correspondence with Receiver re same; correspondence with counsel for Eco re settlement documents and delivery of funds	0.50
Feb 22 18	SDT	Correspondence with Receiver re direction re: funds regarding Eco settlement	0.20
Feb 26 18	SDT	Telephone call to Receiver re response to counsel for second mortgagee and request for additional information	0.20
Feb 28 18	BAC	Correspondence from/to Receiver; correspondence from/to Department of Justice counsel	0.30
Mar 01 18	SDT	Correspondence with Receiver and Barry Cohen re: CRA issue and requesting response from CRA	0.20
Mar 05 18	BAC	Internal office discussion with Stewart Thom regarding correspondence from Oscar Wong and outstanding issues	0.20
Mar 05 18	SDT	Received correspondence from Oscar Wong re request for further information; communications with Receiver and Barry Cohen re: same: receipt and review of additional time detailed entries from Receiver	0.80
Mar 06 18	SDT	Communications and correspondence with Oscar Wong re: CRA issues and fees; communications with Receiver re: same and review itemized Receiver's dockets	1.60
Mar 07 18	SDT	Preparation of response to Oscar Wong re: remaining issues for resolution; discussions with Receiver re: municipal property tax issue and response to issues raised by second mortgagee; receipt and review of correspondence from CRA re deemed trust claim	1.40
Mar 08 18	BAC	Correspondence from Department of Justice counsel; correspondence to counsel; correspondence to Receiver; receipt of CRA demand for payment of GST/HST arrears and consider same; telephone discussion with Receiver; correspondence to/from Receiver	0.60
Mar 09 18	SDT	Communications with Receiver re CRA deemed trust claim and related issues	0.20
Mar 15 18	BAC	Receipt of correspondence from Oscar Wong and letter from E&Y regarding CRA and capital gains tax, consider same; correspondence to Receiver	0.30

Mar 19 18	BAC	Correspondence from Department of Justice counsel; correspondence to Department of Justice counsel and Receiver	0.30
Mar 20 18	BAC	Correspondence from counsel at Department of Justice, consider same; correspondence to Department of Justice counsel; correspondence to Receiver; dialogue with Stewart Thom regarding outstanding issues for resolution	0.40
Mar 21 18	BAC	Internal office discussion with Stewart Thom regarding distribution issues; review CRA demand for GST/HST; correspondence to Receiver; telephone discussion with Receiver; internal office discussion with Stewart Thom regarding distribution and CRA claim	0.80
Mar 21 18	SDT	Privilege review of Receiver detailed time dockets and correspondence with Oscar Wong re outstanding issues; correspondence with Receiver re remaining tax issues	0.60
Mar 26 18	BAC	Correspondence from Receiver and consider issue; correspondence to Receiver; telephone discussion with Receiver; correspondence from Receiver and consider same	0.50
Mar 28 18	BAC	Correspondence from Receiver and consider issue; correspondence to Receiver	0.30
Mar 29 18	MC	Research – CRA set off/receivership	0.30
Apr 02 18	LM	Discussion with M. Chen re research	0.60
Apr 06 18	LM	Review of draft memorandum	0.30
Apr 09 18	LM	Review of memorandum prepared by M. Chen re set-off; correspondence with B. Cohen re same	0.40
Apr 10 18	BAC	Review correspondence from Receiver concerning CRA deemed first issue; draft detailed response to Oscar Wong's inquiry on same	1.00
Apr 11 18	SDT	Preparation of draft e-mail re ITC issues and disclosure from first mortgagee; communication with Barry Cohen and Receiver re same	1.80
Apr 12 18	SDT	Revisions to e-mail to Oscar Wong re ITC issues re Receiver's comment	0.30
Apr 18 18	SDT	Communications with Oscar Wong and Receiver re remaining issues and discharge/distribution motion	0.50

Apr 20 18	SDT	Communications with Oscar Wong; communications with Receiver re same	0.30
Apr 21 18	BAC	Correspondence from counsel, consider issue; correspondence to Receiver	0.40
Apr 24 18	BAC	File status review; dialogue with Stewart Thom regarding CRA/discharge; telephone discussion with Receiver	0.40
Apr 24 18	SDT	Communications with Barry Cohen and Receiver re proposal for resolution of outstanding issues, completion of financial statements and discharge/distribution motion	0.40
Apr 25 18	SDT	Communications with Receiver re ITC issue, completion of financial statements and CRA position re requirement to file financial statements	0.30
Apr 25 18	BAC	Correspondence from/to Receiver	0.30
Apr 27 18	SDT	Preparation of response e-mail to Oscar Wong re proposed resolution of outstanding issues; communication with receiver re same	0.90
Apr 27 18	BAC	Correspondence from Receiver; correspondence from Brenda Wong; correspondence to Receiver; dialogue with Stewart Thom	0.30
Apr 30 18	BAC	Voice message from CRA regarding acceptance of RC342 request; correspondence to Receiver	0.20
May 02 18	SDT	Communications with 2nd mortgagee interested parties re remaining issues for resolution and discharge/distribution motion; communication with receiver re same	0.60
May 04 18	BAC	Correspondence from Oscar Wong; dialogue with Stewart Thom	0.20
May 04 18	SDT	Communications with Oscar Wong re proposal for resolution of issues; communications with receiver re same	0.30
May 07 18	BAC	Correspondence from/to Receiver; review of sub-search of title; review of mortgage supporting documents provided by Oscar Wong; draft opinion	0.80
May 07 18	SDT	Communications with Barry Cohen and receiver re security opinion; communications with Barry Cohen re supporting documentation re second mortgage	0.40
May 18 18	BAC	Correspondence from Receiver; consider issue; correspondence to Receiver	0.20

May 22 18	BAC	Receipt and review of draft sixth Receiver's report; provide comments on draft report; telephone discussion with Receiver	0.40
May 22 18	SDT	Review draft report re discharge and distribution; e-mail correspondence with second mortgage re scheduling of discharge motion	0.50
Jun 01 18	SDT	E-mail correspondence with receiver re CRA issues and HST refund receipt	0.10
Jun 04 18	SDT	Correspondence with Jeff Van Bakel re scheduling issues; correspondence with court re scheduling of motion for discharge/distribution; review draft report of receiver re same	0.80
Jun 15 18	SDT	Correspondence with receiver re issues with proposed motion date; correspondence with Jeff Van Bakel re same; communications with court re alternate dates	0.50
Jun 19 18	SDT	Review updated receiver's report	0.30
Jun 20 18	BAC	Receive and review draft of 6th report	0.20
Jun 20 18	SDT	Communications with court re scheduling issues re motion for discharge/distribution	0.20
Jun 22 18	SDT	Communications with receiver re revised CRA deemed trust claim	0.10
Jun 27 18	SDT	Telephone call with Jeff Van Bakel re estimated distribution and issues re discharge motion	0.30
Jul 05 18	SDT	E-mail correspondence with Receiver and Barry Cohen re 6th report of the Receiver and review of same	0.20
Jul 06 18	SDT	Review and revise updated 6th Report of the Receiver; communication with Receiver; e-mail to Oscar Wong re request for updated mortgage discharge statement	2.70
		Total Hours:	66.60

OUR FEE:	\$32,006.00
HST:	\$ 4,160.78
SUB-TOTAL	<u>\$36,166.78</u>

LAWYERS' SUMMARY: FEES SUBJECT TO HST:

<u>LAWYERS AND LEGAL ASSISTANTS INVOLVED</u>	<u>HOURLY RATE</u>	<u>HOURS WORKED</u>
Barry A. Cohen	\$675.00	10.20
Jeffrey Simpson	\$550.00	10.80
Aaron English	\$465.00	0.30
Stewart Thom	\$425.00	43.70
Leslie McGowran	\$310.00	1.30
Michaela Chen	\$220.00	0.30

DISBURSEMENTS

TAXABLE DISBURSEMENTS:

Reproduction of documents	\$ 94.05
Deliveries	\$ 56.39
Binding service	\$ 9.20
Document Scanning	\$ 66.15
Laser copies	\$ 136.20
Process Server	\$ 100.00
Computer Legal Research	\$ 430.18
Colour Copies	\$ 10.00
	<hr/>
	\$ 902.17

NON-TAXABLE DISBURSEMENTS:

File a Motion	\$ 160.00
	<hr/>
Total Disbursements	\$1,062.17
HST on Disbursements	\$ 117.28

TOTAL DISBURSEMENTS AND HST: \$ 1,179.45

TOTAL FEE, DISBURSEMENTS & HST \$37,346.23

July 13, 2018

TORKIN MANES LLP
 Barristers & Solicitors
 151 Yonge Street, Suite 1500
 Toronto, ON M5C 2W7

Stewart Thom (55695C)
 sthom@torkinmanes.com
 Direct Tel: 416-777-5197
 Direct Fax: 1-877-689-3872

Tel: 416-863-1188
 Fax: 416-863-0305

Lawyers for the Receiver, RSM Canada Limited

TO: **THE SERVICE LIST**

34487.0002/11449612_1

2292912 ONTARIO INC.
Applicant

-and- 2380009 ONTARIO LIMITED
Respondent

Court File No. CV-16-011354-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

BILL OF COSTS
(For the Period January 3, 2018 to July 6, 2018)

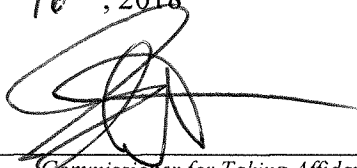
TORKIN MANES LLP
Barristers & Solicitors
151 Yonge Street, Suite 1500
Toronto, ON M5C 2W7

Stewart Thom (55695C)
sthom@torkinmanes.com
Tel: 416-777-5197
Fax: 1-877-689-3872

Tel: 416-863-1188
Fax: 416-863-0305

Lawyers for the Receiver, RSM Canada Limited

This is Exhibit "B" referred to in the Affidavit of Barry A. Cohen
sworn July 16, 2018

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

Summary of Additional Lawyer Information

<u>Lawyer</u>	<u>Year of Call</u>	<u>Hours Billed</u>	<u>Hourly Rate</u>	<u>Total Billed</u>
Barry A. Cohen	1967	10.20	\$675.00	\$6,885.00
Jeffrey Simpson	1997	10.80	\$550.00	\$5,940.00
Aaron English	2004	0.30	\$465.00	\$139.50
Stewart Thom	2008	43.70	\$425.00	\$18,572.50
Leslie McGowran	2017	1.30	\$310.00	\$403.00
Michaela Chen	Student	0.30	\$220.00	\$66.00
TOTAL				<hr/> <u>\$32,006.00</u>

2292912 ONTARIO INC.
Applicant

-and- 2380009 ONTARIO LIMITED
Respondent

Court File No. CV-16-011354-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF BARRY A. COHEN

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RCP-E 4C (May 1, 2016)