

Exhibit

H

LRO # 20 Charge/Mortgage

Registered as HR924419 on 2011 04 29 at 16:39

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

yyyy mm dd Page 1 of 3

Properties

PIN 07067 - 0017 LT Interest/Estate Fee Simple
 Description PT LT 2 BLK C , COMPILED PLAN PL92 , BEING THE NW 1/2, T/W IF ANY, IN 743018 ; BURLINGTON
 Address 515 ELIZABETH ST
 BURLINGTON

PIN 07067 - 0018 LT Interest/Estate Fee Simple
 Description PT LT 2 BLK C , COMPILED PLAN PL92 , BEING THE SE 1/2, EXCEPT T/W IN 517889 ; BURLINGTON
 Address 511 ELIZABETH ST
 BURLINGTON

PIN 07067 - 0020 LT Interest/Estate Fee Simple
 Description PCL 3-1-C , SEC H-92 ; LT 3 & PT LT4, BLK C, PL 92, PTS 1,2 & 3, 20R17480; BURLINGTON. S/T H458535, H495109.
 Address 507 ELIZABETH ST
 BURLINGTON

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 EVIAN TOWNES INC.
 Address for Service 88 Nelson Street, Oakville, Ontario L6L
 3H8

I, Jean-Pierre Matas, President, have the authority to bind the corporation.

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

Chargee(s)

Capacity

Share

Name 1808196 ONTARIO LIMITED
 Address for Service c/o 188 Avenue Road, Toronto, Ontario M5R 2J1

Provisions

Principal \$1,130,000.00 Currency CDN
 Calculation Period Yearly In Advance
 Balance Due Date 2012/11/01
 Interest Rate 12.0%
 Payments
 Interest Adjustment Date 2011 05 01
 Payment Date Quarterly, Interest Only
 First Payment Date 2011 08 01
 Last Payment Date 2012 11 01
 Standard Charge Terms 200033
 Insurance Amount full insurable value
 Guarantor Jean-Pierre Matas and Gordon D. Matas

This is Exhibit H mentioned and
 referred to in the affidavit of
 Ivan Store
 Sworn before me this 22 day
 of December A.D., 2015


 A Commissioner, etc.

Additional Provisions

See Schedules

Signed By

Brian James McAskill 700 Kerr St. acting for Chargor Signed 2011 04 29
 Oakville (s)
 L6K 3W5

Tel 9058428030

Fax 9058422460

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

000107

LRO # 20 Charge/Mortgage

Registered as HR924419 on 2011 04 29 at 16:39

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

yyyy mm dd Page 2 of 3

Submitted By

O'CONNOR MACLEOD HANNA LLP

700 Kerr St.
Oakville
L6K 3W5

2011 04 29

Tel 9058428030

Fax 9058422460

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Chargee Client File Number : 07110584

SCHEDULE

1. PROVIDED THAT if the mortgagor sells assigns, or otherwise transfers the Property, the principal hereby secured shall become due and payable immediately, together with interest accrued thereon, at the sole option of the mortgagee.
2. IN THE EVENT THAT any of the mortgagor's cheques in payment hereunder not honoured when presented for payment to the bank or trust company on which they are drawn, the mortgagor shall pay the mortgagee for each such returned cheque the sum of \$100.00 in each instance as a liquidated amount to cover the mortgagee's administration costs and not as penalty and such sum shall be a charge upon the said lands and premises and shall bear interest at the rate hereinbefore stated.
3. ANY PAYMENT (other than payment of the regular payments of principal and interest) that is made after 2:00 p.m. on any date, shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.
4. THE MORTGAGOR undertakes to pay the mortgagee \$250.00 plus HST for any statement required by the mortgagor of the mortgagee. The discharge of the mortgage will be prepared by the mortgagee at the mortgagor's expense.
5. PAID TAX receipts are to be given to the mortgagee upon request.
6. THE MORTGAGOR agrees with the mortgagee that in the event the mortgagee institutes enforcement proceedings pursuant to the mortgage by reason of default under the mortgage, the mortgagee shall be entitled to the sum of \$500.00 for each proceeding so instituted, to cover the mortgagee's administration costs in this connection, in addition to the standard and recognized legal costs and expenses as stated in the mortgage. The said sum of \$500.00 is not a penalty but shall be a charge upon the Property and shall bear interest at the rate as stated in this mortgage.
7. UPON DEFAULT in payment of principal and interest under this charge or in performance of any of the terms and conditions hereof, the mortgagee may enter into and take possession of the Property hereby charged free from all manner of former conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the mortgagor or any other person whatsoever.
8. INSURANCE shall be maintained at all times by the mortgagor on the Property on an "all perils" basis in a form satisfactory to the mortgagee. Written confirmation satisfactory to the mortgagee shall be provided annually. The mortgagee shall be included as a loss payee under the policy of insurance.
9. PROVIDED THAT the mortgagor, when not in default hereunder, shall have the privilege of prepaying the whole or any part or parts of this mortgage at any time or times without notice on the payment of 60 days interest on the amount or amounts of the principal so paid.

Exhibit

I

LRO # 20 Postponement Of Interest

Registered as HR1046025 on 2012 08 29 at 10:43

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

yyyy mm dd Page 1 of 4

Properties

PIN 07067 - 0017 LT
Description PT LT 2 BLK C , COMPILED PLAN PL92 , BEING THE NW 1/2; CITY OF BURLINGTON
Address 515 ELIZABETH ST
 BURLINGTON

PIN 07067 - 0018 LT
Description PT LT 2 BLK C , COMPILED PLAN PL92 , BEING THE SE 1/2; CITY OF BURLINGTON
Address 511 ELIZABETH ST
 BURLINGTON

PIN 07067 - 0020 LT
Description PCL 3-1-C , SEC H-92 ; LT 3 & PT LT4, BLK C, PL 92, PTS 1,2 & 3, 20R17480;
 BURLINGTON. S/T H458535, H495109.
Address 507 ELIZABETH ST
 BURLINGTON

Source Instruments

Registration No.	Date	Type of Instrument
HR924419	2011 04 29	Charge/Mortgage

Party From(s)

Name 1808196 ONTARIO LIMITED
Address for Service c/o 188 Avenue Road
 Toronto, Ontario M5R 2J1

This is Exhibit I mentioned and
 referred to in the affidavit of
Ivan Stone
 Sworn before me this 22 day
 of December A.D., 2015

I, Anwar Merchant, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

A Commissioner, etc.

Party To(s)

Party To(s)	Capacity	Share
Name FOREMOST MORTGAGE HOLDING CORPORATION		undivided 6272 / 7700 interest
Address for Service c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2		
Name 697350 ONTARIO LIMITED		undivided 100 / 7700 interest
Address for Service c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2		
Name BARTOLINI, SANTINO	Joint Account, Right Of Survivorship	part undivided 100 / 7700 interest
Address for Service c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2		
Name BARTOLINI, MARGHERITA	Joint Account, Right Of Survivorship	part undivided 100 / 7700 interest
Address for Service c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2		
Name RUMACK, JERRY	Joint Account, Right Of Survivorship	part undivided 100 / 7700 interest
Address for Service c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2		
Name RUMACK, JUDY	Joint Account, Right Of Survivorship	part undivided 100 / 7700 interest
Address for Service c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2		
Name SAVIO, ANTONIO		undivided 100 / 7700 interest

Party To(s)	Capacity	Share
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2	
Name	614921 ONTARIO LIMITED	undivided 75 / 7700 interest
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2	
Name	DINAPET HOLDINGS LIMITED	undivided 75 / 7700 interest
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2	
Name	GOLDMAN, SAM	undivided 75 / 7700 interest
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2	
Name	NEWMAN, ELLEN	undivided 75 / 7700 interest
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2	
Name	JOHN LOCKWOOD INVESTMENTS LTD.	undivided 50 / 7700 interest
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2	
Name	SOFFIATURO, CLARA	Joint Account, Right Of Survivorship
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2	
Name	SOFFIATURO, CLARA	Joint Account, Right Of Survivorship
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2	
Name	NEWMAN, BEV	undivided 40 / 7700 interest
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2	
Name	LEVY, NANCY	undivided 35 / 7700 interest
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2	
Name	VALANNE, PAUL	Joint Account, Right Of Survivorship
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2	
Name	HUI, WING-YEE	Joint Account, Right Of Survivorship
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2	
Name	L. AND S. INVESTMENTS INC.	undivided 25 / 7700 interest
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2	
Name	ROVAN, ELLIOTT	undivided 30 / 7700 interest
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2	
Name	ROVAN, MARSHA	undivided 25 / 7700 interest

Party To(s)		Capacity	Share
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2		
Name	BACCI, REMO	Joint Account, Right Of Survivorship	part undivided 25 / 7700 interest
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2		
Name	BACCI, ELDA	Joint Account, Right Of Survivorship	part undivided 25 / 7700 interest
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2		
Name	NOWACK, MERLE		undivided 20 / 7700 interest
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2		
Name	COMMUNITY TRUST COMPANY		undivided 398 / 7700 interest
Address for Service	c/o 718 Wilson Avenue, Suite 500 Toronto, Ontario M3K 1E2		

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number HR1043444 registered on 2012/08/20

Schedule: It is understood and agreed that the mortgage is hereby postponed in favour of the First Mortgage and General Assignment of Rents registered against the above-described property as Instrument No. HR 1043444 and Instrument No. HR 1043445 which first mortgage and general assignment of rents shall have priority over Charge No. HR 924419 in respect of the full principal sum of the First Mortgage No. HR 1043444 and also in respect of all interest, taxes, rents, costs and other sums secured thereby and that all funds advanced made pursuant to the said First Mortgage and General Assignment of Rents, regardless of the date or dates made, shall be entitled to priority over all monies advanced or owing under Charge No. HR 924419.

This document relates to registration no.(s)HR924419, HR 1043444 and HR 1043445

Signed By

Melvin Wasserman 500-718 Wilson Avenue acting for Party Signed 2012 08 29
Toronto From(s)
M3K 1E2

Tel 4166356300

Fax 4166356376

I have the authority to sign and register the document on behalf of all parties to the document.

Melvin Wasserman 500-718 Wilson Avenue acting for Party To Signed 2012 08 29
Toronto (s)
M3K 1E2

Tel 4166356300

Fax 4166356376

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

BATCHER, WASSERMAN & ASSOCIATES 500-718 Wilson Avenue 2012 08 29
Toronto
M3K 1E2

Tel 4166356300

Fax 4166356376

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

LRO # 20 Postponement Of Interest

Registered as HR1046025 on 2012 08 29 at 10:43

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

yyyy mm dd Page 4 of 4

File Number

Party From Client File Number : 23,906 MW DR

Properties

PIN 07067 - 0020 LT
Description PCL 3-1-C , SEC H-92 ; LT 3 & PT LT4, BLK C, PL 92, PTS 1,2 & 3, 20R17480. S/T H458535, H495109.; CITY OF BURLINGTON
Address 507 ELIZABETH ST
 BURLINGTON

PIN 07067 - 0100 LT
Description PT LT 2 BLK C, COMPILED PLAN PL92, BEING THE SE 1/2 & NW 1/2; CITY OF BURLINGTON
Address BURLINGTON

Source Instruments

Registration No.	Date	Type of Instrument
HR924419	2011 04 29	Charge/Mortgage

Party From(s)

Name 1808196 ONTARIO LIMITED
Address for Service 7825 Bayview Avenue, Suite 1410
 Thornhill, ON L3T 7N2

I, ANWAR MERCHANT, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
-------------	----------	-------

<i>Name</i> FOREMOST HOLDING MORTGAGE CORPORATION		
<i>Address for Service</i> c/o 718 Wilson Avenue, Suite 500 Toronto, ON M3K 1E2		

<i>Name</i> BATCHER, THEODORE		
<i>Address for Service</i> c/o 718 Wilson Avenue, Suite 500 Toronto, ON M3K 1E2		

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number HR1215632 registered on 2014/09/24
 This document relates to registration no.(s)HR924419

Signed By

Harvey Martin Mandel	55 Queen St East, Suite 203 Toronto M5C 1R6	acting for Party From(s)	Signed	2014 09 24
----------------------	---	-----------------------------	--------	------------

Tel 416-364-7717
 Fax 416-364-4813

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

Submitted By

HARVEY MANDEL LAW OFFICE	55 Queen St East, Suite 203 Toronto M5C 1R6	2014 09 24
--------------------------	---	------------

Tel 416-364-7717
 Fax 416-364-4813

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

LRO # 20 Postponement Of Interest

Registered as HR1215640 on 2014 09 24 at 15:00

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

yyyy mm dd Page 2 of 2

Fees/Taxes/Payment

Total Paid \$60.00

File Number

Party From Client File Number : 47421

Party To Client File Number : 10800

Exhibit J

Properties

PIN 07067 - 0017 LT Interest/Estate Fee Simple
 Description PT LT 2 BLK C , COMPILED PLAN PL92 , BEING THE NW 1/2; CITY OF BURLINGTON
 Address 515 ELIZABETH ST
 BURLINGTON


PIN 07067 - 0018 LT Interest/Estate Fee Simple
 Description PT LT 2 BLK C , COMPILED PLAN PL92 , BEING THE SE 1/2; CITY OF BURLINGTON
 Address 511 ELIZABETH ST
 BURLINGTON

PIN 07067 - 0020 LT Interest/Estate Fee Simple
 Description PCL 3-1-C , SEC H-92 ; LT 3 & PT LT4, BLK C, PL 92, PTS 1,2 & 3, 20R17480;
 BURLINGTON. S/T H458535, H495109.
 Address 507 ELIZABETH ST
 BURLINGTON

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 EVIAN TOWNES INC
 Address for Service 88 Nelson Street
 Oakville, Ontario
 L6L 3H8

This is Exhibit J mentioned and referred to in the affidavit of Ivan Stone Sworn before me this 22 day of December A.D., 2015

 A Commissioner, etc.

I, Jean-Pierre Matas, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s)	Capacity	Share
------------	----------	-------

Name	AVIVA INSURANCE COMPANY OF CANADA	
Address for Service	2200 Eglinton Avenue East Suite 200 Scarborough, Ontario M1L 4S8	

Statements

Schedule: See Schedules

Provisions

Principal	\$2,000,000.00	Currency	CDN
Calculation Period			
Balance Due Date			
Interest Rate			
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	200909		
Insurance Amount	full insurable value		
Guarantor	Jean-Pierre Matas and Gordon Matas		

Signed By

Deborah O'Reilly	480 University Ave, # 1600 Toronto M5G 1V2	acting for Chargor (s)	Signed 2012 08 29
------------------	--	---------------------------	-------------------

LRO # 20 Charge/Mortgage

Registered as HR1046116 on 2012 08 29 at 12:36

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

yyyy mm dd Page 2 of 3

Signed By

Fax 4165973370

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

Submitted By

GOLDMAN SLOAN NASH & HABER LLP

480 University Ave, # 1600
Toronto
M5G 1V2

2012 08 29

Tel 4165979922

Fax 4165973370

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Chargee Client File Number : 121499

SCHEDULE

This Charge is hereby postponed to Charge HR1043444 registered August 20, 2012 and General Assignment of Rents registered August 20, 2012 as HR1043445 and Charge HR1043444 and Assignment of Rents HR1043445 shall have priority over the herein Charge in respect of the full principal sum secured in Charge HR1043444 being \$7,700,000.00 and also in respect of all interest, taxes, rents, costs and other sums secured thereby and all funds advanced made pursuant to Charge HR1043444 and Assignment of Rents HR1043445, regardless of the date or dates upon which such advances are made, shall be entitled to priority over all monies advanced or owing pursuant to the herein Charge.

Exhibit K

Properties

PIN 07067 - 0020 LT
 Description PCL 3-1-C , SEC H-92 ; LT 3 & PT LT4, BLK C, PL 92, PTS 1,2 & 3, 20R17480. S/T H458535, H495109.; SUBJECT TO AN EASEMENT IN GROSS AS IN HR1216002; CITY OF BURLINGTON
 Address 507 ELIZABETH ST BURLINGTON

Consideration

Consideration \$21,204.50

Claimant(s)

Name CANADIAN AIR SYSTEMS HEATING AND AIR CONDITIONING INC.
 Address for Service 38 Lawson Road, Courtice, ON L1E 2K3

This is Exhibit K mentioned and referred to in the affidavit of

Ivan Stone

Sworn before me this 22 day of December A.D., 2015

I am the lien claimant and the facts stated in the claim for lien are true.
 I, Mario Cefai, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.



A Commissioner, etc.

Statements

Name and Address of Owner Evian Townes Inc., 507 Elizabeth Street, Burlington, ON L7R 2M4 Name and address of person to whom lien claimant supplied services or materials Evian Townes, 69606-109 Thomas Street, Oakville, ON L6J3A7 Time within which services or materials were supplied from 2014/11/03 to 2015/08/31 Short description of services or materials that have been supplied install and repair HVAC units Contract price or subcontract price \$102,010.75 Amount claimed as owing in respect of services or materials that have been supplied \$21,204.50

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien Schedule: Lien Claimant Canadian Air Systems Heating & Air Conditioning Inc. is carrying on business as Canadian Air Systems

Signed By

Craig Daniel Mack 146 Simcoe St. N acting for Signed 2015 10 14
 Oshawa Applicant(s)
 L1G 4S7

Tel 905-571-1400
 Fax 905-571-0735

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

Submitted By

MACK PROFESSIONAL CORPORATION 146 Simcoe St. N 2015 10 14
 Oshawa
 L1G 4S7

Tel 905-571-1400
 Fax 905-571-0735

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
 Total Paid \$60.00

File Number

Claimant Client File Number : 1509024

Properties

PIN 07067 - 0020 LT
Description PCL 3-1-C , SEC H-92 ; LT 3 & PT LT4, BLK C, PL 92, PTS 1,2 & 3, 20R17480. S/T
 H458535, H495109.; SUBJECT TO AN EASEMENT IN GROSS AS IN HR1216002; CITY
 OF BURLINGTON
Address 507 ELIZABETH ST
 BURLINGTON

Consideration

Consideration \$8,893.67

Claimant(s)

Name BOTKO, FRANTISEK
Address for Service 515-21 Park Blvd., Etocioke, Ontario
 M8W 1G4

I am the lien claimant and the facts stated in the claim for lien are true.

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

Statements

Name and Address of Owner Evian Townes Inc., 109 Thomas Street, Suite 69606, Oakville, Ontario L6J 7R4 Name and address of person to whom lien claimant supplied services or materials Evian Townes Inc., 109 Thomas Street, Suite 69606, Oakville, Ontario L6J 7R4 Time within which services or materials were supplied from 2014/04/01 to 2015/09/04 Short description of services or materials that have been supplied Framing Services, fixing and finishing framing, installing stairs, building wall, elevator shafts Contract price or subcontract price \$8,893.67 inclusive of HST Amount claimed as owing in respect of services or materials that have been supplied \$8,893.67 inclusive of HST

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Arthur Robert Camporese 1 King Street West Suite 1700 acting for Signed 2015 10 16
 Hamilton Applicant(s)
 L8P 1A4
 Tel 905-522-7068
 Fax 905-522-5734

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

Submitted By

CAMPORESE & ASSOCIATES 1 King Street West Suite 1700 2015 10 16
 Hamilton
 L8P 1A4
 Tel 905-522-7068
 Fax 905-522-5734

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Claimant Client File Number : 10733

LRO # 20 Construction Lien

Registered as HR1313963 on 2015 11 09 at 13:28

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

yyyy mm dd Page 1 of 1

Properties

PIN 07067 - 0020 LT
Description PCL 3-1-C , SEC H-92 ; LT 3 & PT LT4, BLK C, PL 92, PTS 1,2 & 3, 20R17480. S/T
 H458535, H495109.; SUBJECT TO AN EASEMENT IN GROSS AS IN HR1216002; CITY
 OF BURLINGTON
Address 507 ELIZABETH ST
 BURLINGTON

Consideration

Consideration \$42,205.36

Claimant(s)

Name MCCONNELL PLUMBING AND HEATING LIMITED
Address for Service 15 Josephine Street, Hamilton, Ontario
 L9B 1Z9

I, JAMES MCCONNELL, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, JAMES MCCONNELL, have the authority to bind the corporation.

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

Statements

Name and Address of Owner EVIAN TOWNES INC. of 69606-109 THOMAS STREET, OAKVILLE, ONTARIO L6J 3A7 Name and address of person to whom lien claimant supplied services or materials EVIAN TOWNES INC., OF 69606-109 THOMAS STREET, OAKVILLE, ONTARIO L6J 3A7 Time within which services or materials were supplied from 2013/03/27 to 2015/09/29 Short description of services or materials that have been supplied EQUIPMENT, LABOUR, AND MATERIALS FOR COMPLETE PLUMBING WORKS AT THE EVIAN 14 TOWNHOUSES AT 507 ELIZABETH STREET, BURLINGTON, ONTARIO Contract price or subcontract price \$147,000.00 Amount claimed as owing in respect of services or materials that have been supplied \$42,205.36

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Tammy Lynn Boisvert 525 Park Rd. North, Suite 103 acting for Signed 2015 11 09
 Brantford Applicant(s)
 N3R 7K8

Tel 519-752-9004

Fax 5197520449

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

Submitted By

MICHAEL R. WHITE 525 Park Rd. North, Suite 103 2015 11 09
 Brantford
 N3R 7K8

Tel 519-752-9004

Fax 5197520449

Fees/Taxes/Payment

Statutory Registration Fee \$62.85
Total Paid \$62.85

File Number

Claimant Client File Number : 1764.001

LRO # 20 Construction Lien

Registered as HR1320783 on 2015 12 04 at 11:45

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

yyyy mm dd Page 1 of 5

Properties

PIN 07067 - 0020 LT
Description PCL 3-1-C , SEC H-92 ; LT 3 & PT LT4, BLK C, PL 92, PTS 1,2 & 3, 20R17480. S/T
 H458535, H495109.; SUBJECT TO AN EASEMENT IN GROSS AS IN HR1216002; CITY
 OF BURLINGTON
Address 507 ELIZABETH ST
 BURLINGTON

Consideration

Consideration \$148,041.77

Claimant(s)

Name 2063045 ONTARIO LTD.
Address for Service 120 Lancing Drive, Unit 1, Hamilton, ON
 L8N 3A1

I am the lien claimant and the facts stated in the claim for lien are true.
 I, Anna Biasutti, Secretary/Treasurer, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Statements

Schedule: See Schedules

Signed By

John Stuart Hall 1 King Street West, P.O. Box 907 acting for Signed 2015 12 04
 Hamilton Applicant(s)
 L8N 3P6

Tel 905-526-9800
 Fax 905-526-0732

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

Submitted By

ROSS & McBRIDE 1 King Street West, P.O. Box 907 2015 12 04
 Hamilton
 L8N 3P6

Tel 905-526-9800
 Fax 905-526-0732

Fees/Taxes/Payment

Statutory Registration Fee \$62.85
Total Paid \$62.85

File Number

Claimant Client File Number : 1426837-002 (02)

CONSTRUCTION LIEN ACT, 1990

CLAIM FOR LIEN
Under Section 34 of the Act

Name of Lien Claimant: **2063045 Ontario Ltd.**
 Address for Service: 120 Lancing Dr., Unit 1
 Hamilton, ON L8N 3A1

Name of Owner(s): **Evian Townes Inc.**

Address: 507 Elizabeth Street
 Burlington, ON L7R 2M4

Property as described in Schedule 'A' attached hereto

C/O Jean-Pierre Matas
 88 Nelson Street
 Oakville, ON L6L 3H8

Name of person to whom
 Lien Claimant supplied
 services or materials: **Evian Townes Inc.**

Address: C/O Jean-Pierre Matas
 88 Nelson Street
 Oakville, ON L6L 3H8

Time within which services or materials were supplied:

from **December 5, 2013** to **October 25, 2015**
 (date supply commenced) (date of most recent supply)

Short description of services or materials that have been supplied:

Supply all materials and labour to supply and install drywall and insulation and other related services at the premises

Contract price or subcontract price: (inclusive of H.S.T.) \$ 406,800.00

**Amount claimed as owing in respect of services or material that have
 been supplied: (inclusive of H.S.T.) \$ 148,041.77**

Tel 905-760-8773
 Fax 905-669-7416

2015 12 10
 Concord
 L4K 1Y4

Fees/Taxes/Payment	
Statutory Registration Fee	\$62.85
Total Paid	\$62.85

(Use A where the lien attaches to the premises; use B where the lien does not attach to the premises).

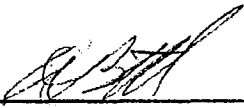
A. The Lien Claimant* claims a lien against the interest of every person identified above as an owner of the premises described in Schedule "A" to this Claim for Lien.

~~B. The lien claimant* claims a charge against the holdbacks required to be retained under the Act and any additional amount owed by a payer to the contractor or to any subcontractor whose contract or subcontract was in whole or in part performed by the services or materials that have been supplied by the lien claimant in relation to the premises at: as described in Schedule "A".~~

(address or other identification of the location of the premises)

DATE: December 4, 2015

2063045 ONTARIO LTD. (Biasutti Drywall)


 Per: **Anna Biasutti**
 Secretary/Treasurer
 (I have authority to bind the Corporation)

1025 HURON STREET
 Concord
 L4K 1Y4

2015 12 10

Tel 905-760-8773
 Fax 905-669-7416

Fees/Taxes/Payment	
Statutory Registration Fee	\$62.85
Total Paid	\$62.85

SCHEDULE "A"

To the Claim for 2063045 Ontario Ltd.

Description of Premises:

PCL 3-1-C, SEC H-92; LT 3 & PT LT4, BLK C, PL 92, PTS 1, 2 & 3, 20R17480. S/T H458535, H495109.; SUBJECT TO AN EASEMENT IN GROSS AS IN HR1216002; CITY OF BURLINGTON (as in PIN 07067-0020 (LT))

Concord
L4K 1Y4

Tel 905-760-8773
Fax 905-669-7416

Fees/Taxes/Payment

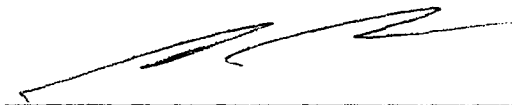
Statutory Registration Fee	\$62.85
Total Paid	\$62.85

AFFIDAVIT OF VERIFICATION OF LIEN CLAIM UNDER SECTION 34 OF THE ACT

I, Anna Biasutti, of the City of Hamilton, in the Province of Ontario, make oath and say as follows:

- A. 1. I am the Secretary/Treasurer of the Lien Claimant named in the attached Claim for Lien;
- 2. The facts stated in the Claim for Lien are true.

SWORN before me at the City of Hamilton)
 in the Province of Ontario,)
 this 4th day of December, 2015)



 A Commissioner, etc.



 Anna Biasutti

Concord
L4K 1Y4

Tel 905-760-8773
Fax 905-669-7416

Fees/Taxes/Payment	
Statutory Registration Fee	\$62.85
Total Paid	\$62.85

Properties

PIN 07067 - 0020 LT
Description PCL 3-1-C , SEC H-92 ; LT 3 & PT LT4, BLK C, PL 92, PTS 1,2 & 3, 20R17480. S/T
 H458535, H495109.; SUBJECT TO AN EASEMENT IN GROSS AS IN HR1216002; CITY
 OF BURLINGTON
Address 507 ELIZABETH ST
 BURLINGTON

PIN 07067 - 0100 LT
Description PT LT 2 BLK C, COMPILED PLAN PL92, BEING THE SE 1/2 & NW 1/2; SUBJECT TO AN
 EASEMENT IN GROSS AS IN HR1216002; CITY OF BURLINGTON
Address ELIZABETH STREET
 BURLINGTON

Consideration

Consideration \$107,020.64

Claimant(s)

Name BASEVIEW ELECTRIC INC.
Address for Service 4299 Queen Street East
 Brampton, Ontario
 L6T 5V4

I, Frank Quattrociochi, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Frank Quattrociochi, ASO, have the authority to bind the corporation.

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

Statements

Name and Address of Owner EVIAN TOWNES INC., 69606 - 109 Thomas Street, Oakville, Ontario, L6J 3A7. Name and address of person to whom lien claimant supplied services or materials EVIAN TOWNES INC., 69606 - 109 Thomas Street, Oakville, Ontario, L6J 3A7. Time within which services or materials were supplied from 2015/06/08 to 2015/11/09 Short description of services or materials that have been supplied Supply and installation of electrical rough-in, fixturing and finishings. Contract price or subcontract price \$131,122.64 (including HST). Amount claimed as owing in respect of services or materials that have been supplied \$107,020.64 (including HST).

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Shael Evan Beckenstein 7625 Keele Street acting for Signed 2015 12 08
 Concord Applicant(s)
 L4K 1Y4

Tel 905-760-8773

Fax 905-669-7416

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

Submitted By

MARCIANO BECKENSTEIN LLP 7625 Keele Street 2015 12 10
 Concord
 L4K 1Y4

Tel 905-760-8773

Fax 905-669-7416

Fees/Taxes/Payment

Statutory Registration Fee \$62.85

Total Paid \$62.85

Exhibit L



WRIT DETAILS REPORT / RAPPORT DES DÉTAILS DU BREF

SHERIFF OF / SHÉRIF DE : REGIONAL MUNICIPALITY OF HALTON (MILTON)

CERTIFICATE # / N° DE CERTIFICAT : 27377371-6218632B

This is Exhibit L mentioned and referred to in the affidavit of

DATE OF CERTIFICATE / DATE DU CERTIFICAT : 2015-DEC-14

Ivan Stone Sworn before me this 20 day of December A.D., 2015

SHERIFF'S STATEMENT

A Commissioner, etc.

IT IS HEREBY CERTIFIED THAT THE INFORMATION CONTAINED BELOW IS A TRUE REPRESENTATION OF INFORMATION WITHIN THE ELECTRONIC DATABASE MAINTAINED BY THIS OFFICE IN ACCORDANCE WITH SECTION 10 OF THE EXECUTION ACT, AT THE TIME OF THE REPORT REQUEST.

DÉCLARATION DU SHÉRIF

IL EST CERTIFIÉ, PAR LA PRÉSENTE, QUE LES RENSEIGNEMENTS CI-APRÈS REPRODUISENT EXACTEMENT L'INFORMATION CONTENUE DANS LA BASE DE DONNÉES ÉLECTRONIQUE MAINTENUE PAR CE BUREAU AUX TERMES DE L'ARTICLE 10 DE LA LOI SUR L'EXÉCUTION FORCÉE AU MOMENT DE LA DEMANDE DE RAPPORT.

FILE DETAILS / DÉTAILS DU DOSSIER

EXECUTION # / N° D'EXÉCUTION FORCÉE : 15-0001076
ISSUE DATE / DATE DE DÉLIVRANCE : 2015-OCT-08
EFFECTIVE DATE / DATE DE PRISE D'EFFET : 2015-OCT-23
COURT FILE OR REFERENCE # / N° DE DOSSIER DU TRIBUNAL OU DE RÉFÉRENCE : 6695/14
COURT TYPE / TYPE DE TRIBUNAL : SCJ - CIVIL
JURISDICTION / TERRITOIRE DE COMPÉTENCE : MILTON

DEBTOR SEARCH NAME(S) / NOM(S) DU(DES) DÉBITEUR(S) RECHERCHÉ(S)

Table with 3 columns: #, DEBTOR TYPE / TYPE DE DÉBITEUR, DEBTOR NAME(S) / NOM(S) DU(DES) DÉBITEUR(S). Rows include EVIAN TOWNES INC and MATAS HOMES INC.

PARTY DETAILS / COORDONNÉES DES PARTIES

DEFENDANT / DÉFENDEUR

Table with 3 columns: #, NAME / NOM, EVIAN TOWNES INC, MATAS HOMES INC.

CREDITOR / CRÉANCIER

C/O LAWYER/AGENT / A/S PROCUREUR/AGENT

Table with 3 columns: #, PERSON / PERSONNE, MMEGWA, ALBERT, MMEGWA, MATILDA.

LAWYER/AGENT / PROCUREUR/AGENT SAME AS FIRST CREDITOR / MÊME QUE LE PREMIER CRÉANCIER

NAME / NOM	EGBOYE, CATHERINE A
FIRM NAME / NOM DE L'ENTREPRISE	CATHERINE A. EGBOYE LAW OFFICE
ADDRESS / ADRESSE	100 BRONTE ROAD, UNIT 11 OAKVILLE, ON L6L 6L5 TEL: 905-827-0809 FAX:905-826-8281

JUDGMENT/COST DETAILS (FROM ORIGINAL WRIT) / DÉTAILS DU JUGEMENT/DÉPENS (DU BREF ORIGINAL)

#	JUDGMENT OR COSTS / JUGEMENT OU DÉPENS	AMOUNT / MONTANT	INTEREST RATE / TAUX D'INTÉRÊT	START DATE / DATE DE DÉBUT
1.	JUDGMENT / JUGEMENT	CDN 55,497.69	3.0000%	2015-MAY-13
	COSTS / DÉPENS	CDN 10,409.79	3.0000%	2015-MAY-13
	AGAINST DEBTORS / CONTRE LES DÉBITEURS	ALL DEBTORS / TOUS LES DÉBITEURS		

FINANCIAL TRANSACTIONS / OPÉRATIONS FINANCIÈRES

#	FEE OR PAYMENT / FRAIS OU PAIEMENT	TRANSACTION DATE / DATE D'OPÉRATION	AMOUNT / MONTANT	REFERENCE OR NOTES / RÉFÉRENCE OU NOTES
1.	FEE / FRAIS	2015-OCT-08	CDN 50.00	LAWYER'S FEE FOR ISSUANCE
2.	FEE / FRAIS	2015-OCT-08	CDN 55.00	ISSUANCE FEE
3.	FEE / FRAIS	2015-OCT-22	CDN 100.00	FILING FEE

CAUTION:

ENSURE THAT THE NAME AND EXECUTION# (NUMBER) MATCH YOUR REQUEST.

AVERTISSEMENT :

ASSUREZ-VOUS QUE LE NOM ET LE NUMÉRO DU DOSSIER D'EXÉCUTION FORCÉE SONT LES MÊMES QUE CEUX QUI SE TROUVENT DANS VOTRE DEMANDE.

CHARGE FOR THIS REPORT / FRAIS POUR CE RAPPORT : CDN 6.30

REQUESTER REFERENCE / REFERENCE CONCERNANT L'AUTEUR DE LA DEMANDE : 10800



WRIT DETAILS REPORT / RAPPORT DES DÉTAILS DU BREF

SHERIFF OF / SHÉRIF DE : REGIONAL MUNICIPALITY OF HALTON (MILTON)

CERTIFICATE # /
N° DE CERTIFICAT : 27377379-3305187B

DATE OF CERTIFICATE /
DATE DU CERTIFICAT : 2015-DEC-14

SHERIFF'S STATEMENT

IT IS HEREBY CERTIFIED THAT THE INFORMATION CONTAINED BELOW IS A TRUE REPRESENTATION OF INFORMATION WITHIN THE ELECTRONIC DATABASE MAINTAINED BY THIS OFFICE IN ACCORDANCE WITH SECTION 10 OF THE *EXECUTION ACT*, AT THE TIME OF THE REPORT REQUEST.

DÉCLARATION DU SHÉRIF

IL EST CERTIFIÉ, PAR LA PRÉSENTE, QUE LES RENSEIGNEMENTS CI-APRÈS REPRODUISENT EXACTEMENT L'INFORMATION CONTENUE DANS LA BASE DE DONNÉES ÉLECTRONIQUE MAINTENUE PAR CE BUREAU AUX TERMES DE L'ARTICLE 10 DE LA *LOI SUR L'EXÉCUTION FORCÉE* AU MOMENT DE LA DEMANDE DE RAPPORT.

FILE DETAILS / DÉTAILS DU DOSSIER

EXECUTION # / N° D'EXÉCUTION FORCÉE : 15-0001083
 ISSUE DATE / DATE DE DÉLIVRANCE : 2015-OCT-21
 EFFECTIVE DATE / DATE DE PRISE D'EFFET : 2015-OCT-28
 COURT FILE OR REFERENCE # / N° DE DOSSIER DU TRIBUNAL OU DE RÉFÉRENCE : 15-53309SR
 COURT TYPE / TYPE DE TRIBUNAL : SCJ - CIVIL
 JURISDICTION / TERRITOIRE DE COMPÉTENCE : HAMILTON

DEBTOR SEARCH NAME(S) / NOM(S) DU(DES) DÉBITEUR(S) RECHERCHÉ(S)

#	DEBTOR TYPE / TYPE DE DÉBITEUR	DEBTOR NAME(S) / NOM(S) DU(DES) DÉBITEUR(S)
1.	COMPANY / SOCIÉTÉ	EVIAN TOWNES INC

PARTY DETAILS / COORDONNÉES DES PARTIES

DEFENDANT / DÉFENDEUR

1.	NAME / NOM	EVIAN TOWNES INC
----	------------	------------------

CREDITOR / CRÉANCIER

C/O LAWYER/AGENT / A/S PROCUREUR/AGENT

1.	COMPANY / SOCIÉTÉ	CORESLAB STRUCTURES (ONT) INC
----	-------------------	-------------------------------

LAWYER/AGENT / PROCUREUR/AGENT

SAME AS FIRST CREDITOR / MÊME QUE LE PREMIER CRÉANCIER

	NAME / NOM	CRIMINISI, CHARLES P
--	------------	----------------------

FIRM NAME / NOM DE L'ENTREPRISE	ARGO ZAFFIRO LLP
ADDRESS / ADRESSE	1 JAMES STREET SOUTH FOURTH FLOOR HAMILTON, ON L8P 4R5 (905) 527-6877

JUDGMENT/COST DETAILS (FROM ORIGINAL WRIT) / DÉTAILS DU JUGEMENT/DÉPENS (DU BREF ORIGINAL)

#	JUDGMENT OR COSTS / JUGEMENT OU DÉPENS	AMOUNT / MONTANT	INTEREST RATE / TAUX D'INTÉRÊT	START DATE / DATE DE DÉBUT
1.	JUDGMENT / JUGEMENT	CDN 43,006.69	8.0000%	2015-AUG-05
	COSTS / DÉPENS	CDN 0.00	0.0000%	
	AGAINST DEBTORS / CONTRE LES DÉBITEURS	ALL DEBTORS / TOUS LES DÉBITEURS		

FINANCIAL TRANSACTIONS / OPÉRATIONS FINANCIÈRES

#	FEE OR PAYMENT / FRAIS OU PAIEMENT	TRANSACTION DATE / DATE D'OPÉRATION	AMOUNT / MONTANT	REFERENCE OR NOTES / RÉFÉRENCE OU NOTES
1.	FEE / FRAIS	2015-OCT-21	CDN 50.00	LAWYER'S FEE FOR ISSUANCE
2.	FEE / FRAIS	2015-OCT-21	CDN 55.00	ISSUANCE FEE
3.	FEE / FRAIS	2015-OCT-27	CDN 100.00	FILING FEE

CAUTION:

ENSURE THAT THE NAME AND EXECUTION# (NUMBER) MATCH YOUR REQUEST.


AVERTISSEMENT :

ASSUREZ-VOUS QUE LE NOM ET LE NUMÉRO DU DOSSIER D'EXÉCUTION FORCÉE SONT LES MÊMES QUE CEUX QUI SE TROUVENT DANS VOTRE DEMANDE.

CHARGE FOR THIS REPORT / FRAIS POUR CE RAPPORT : CDN 6.30

REQUESTER REFERENCE / REFERENCE CONCERNANT L'AUTEUR DE LA DEMANDE : 10800

Exhibit M

This is Exhibit M mentioned and
 referred to in the affidavit of
 Ivan Stone
 Sworn before me this 22 day
 of December A.D., 2015

 A Commissioner, etc.

EVIAN TOWNES INC. - CLOSING PROCEEDS WORKSHEET

UNIT #	PURCHASER	SALE DATE	SALE PRICE	NET OF GST/HST	GST/HST	NEW HOUSING REBATE	HST DUE	DEPOSITS TO DATE	DEPOSITS RELEASED	ORIGINAL/REVISED OCCUPANCY DATE	OUTSIDE OCCUPANCY DATE	ACTUAL OCCUPANCY DATE	# OF DAYS
1	UFFELMANN	11-Apr-14	\$999,900.00	\$ 906,106.19	\$ 117,793.81	\$ 24,000.00	\$ 93,793.81	\$130,000.00	\$120,000.00	29/08/2014	21/08/2015	31/12/2014	124
2	EMOFF	00-Jan-00	\$849,900.00	\$ 773,362.83	\$ 100,537.17	\$ 24,000.00	\$ 76,537.17	\$50,000.00	\$40,000.00				0
3	MCCORMICK	27-Mar-13	\$855,000.00	\$ 777,876.11	\$ 101,123.89	\$ 24,000.00	\$ 77,123.89	\$130,000.00	\$120,000.00	15/03/2014	31/10/2014	31/12/2014	291
4	HANNA-BUCKRELL	00-Jan-00	\$849,900.00	\$ 773,362.83	\$ 100,537.17	\$ 24,000.00	\$ 76,537.17	\$60,000.00	\$36,142.00				0
5	KAJAH	22-Mar-12	\$946,579.91	\$ 858,920.27	\$ 111,659.64	\$ 24,000.00	\$ 87,659.64	\$130,000.00	\$120,000.00	15/03/2014	28/02/2014	31/12/2014	291
6		00-Jan-00	\$849,900.00	\$ 773,362.83	\$ 100,537.17	\$ 24,000.00	\$ 76,537.17	\$130,000.00	\$120,000.00				
7	KOTUR	21-Oct-15	\$815,874.00	\$ 743,251.33	\$ 96,622.67	\$ 24,000.00	\$ 72,622.67	\$130,000.00	\$120,000.00	15/03/2014	03/11/2014	31/12/2014	291
8			\$899,900.00	\$ 817,610.62	\$ 106,289.38	\$ 24,000.00	\$ 82,289.38	ADJUSTMENTS	\$0.00				
9	PEARSON	22-Jun-11	\$859,900.00	\$ 782,212.39	\$ 101,687.61	\$ 24,000.00	\$ 77,687.61	\$130,000.00	\$95,000.00	15/04/2014	01/10/2013	31/12/2014	260
10	THOMSON	24-Oct-15	\$1,050,000.00	\$ 950,442.48	\$ 123,557.52	\$ 24,000.00	\$ 99,557.52	\$80,000.00	\$50,000.00				0
11	ROEFE	29-May-14	\$999,900.00	\$ 906,106.19	\$ 117,793.81	\$ 24,000.00	\$ 93,793.81	\$130,000.00	\$110,000.00				0
12	JAQUES	30-Mar-12	\$859,900.00	\$ 782,212.39	\$ 101,687.61	\$ 24,000.00	\$ 77,687.61	\$130,000.00	\$96,500.00	15/04/2014	28/02/2014	31/12/2014	260
13	BURT	19-May-13	\$859,900.00	\$ 782,212.39	\$ 101,687.61	\$ 24,000.00	\$ 77,687.61	\$130,000.00	\$84,000.00	15/04/2014	28/02/2014	31/12/2014	260
14	DAL BIANCO	15-May-11	\$850,000.00	\$ 773,451.33	\$ 100,548.67	\$ 24,000.00	\$ 76,548.67	\$130,000.00	\$96,500.00	15/04/2014	01/10/2013	31/12/2014	260
TOTAL GROSS SALES			\$12,546,553.91	\$11,400,490.19	\$1,482,063.72	\$336,000.00	\$1,146,063.72	\$1,490,000.00	\$1,208,142.00	\$333,995.00		\$336,032.00	
NET HST PAYABLE			-\$1,146,063.72										
TOTAL NET SALES			\$11,400,490.19					\$281,858.00					

EVI/

UNIT #	PER DIEM	TOTAL	ADDITIONAL COSTS	TOTAL DELAYED COSTS	OTHER CREDITS	INCREASED LEVIES	PARKLAND INCREASE	BULLETIN 19 COSTS	TARION ENROLL	PROCEEDS ON CLOSING (NET OF HST)	PRIORITY OF CLOSING	NET CLOSING PROCEEDS TO LENDER	NET CLOSING PROCEEDS TO BUILDER (NET OF HST)
1	\$ 150.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,525.50	\$ 780,132	closed	624,105.36	156,026.34
2	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,356.00	\$ 734,719	1	587,775.07	146,943.77
3	\$ 150.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,412.50	\$ 651,789	closed	521,430.88	130,357.72
4	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,469.00	\$ 738,690	2	590,951.87	147,737.97
5	\$ 150.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,469.00	\$ 732,889	5	586,311.42	146,577.85
6					\$ -	\$ -	\$ -	\$ -	\$ 1,356.00	\$ 654,719		523,775.07	130,943.77
7	\$ 150.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 1,356.00	\$ -	\$ -	\$ -	\$ 1,299.50	\$ 618,407	3		#VALUE!
8					\$ 1,356.00	\$ -	\$ -	\$ -	\$ 1,356.00	\$ 820,323		656,258.10	164,064.52
9	\$ 150.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 1,356.00	\$ -	\$ -	\$ -	\$ 1,412.50	\$ 682,481	6	545,984.71	136,496.18
10	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,525.50	\$ 901,968	9	721,574.38	180,393.60
11	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,525.50	\$ 797,632	closed	638,105.36	159,526.34
12	\$ 150.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,412.50	\$ 679,625	4	543,699.91	135,924.98
13	\$ 150.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,412.50	\$ 692,125	7	553,699.91	138,424.98
14	\$ 150.00	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,412.50	\$ 670,864	8	536,691.06	134,172.77
TOTAL GROSS		\$60,000.00	\$0.00	\$60,000.00	\$4,068.00	\$0.00	\$0.00	\$0.00	\$19,944.50	\$10,156,360.69		\$7,630,363.09	#VALUE!
NET HST PAID													
TOTAL NET													

A) PAYABLES AS OF DECEMBER 1st	
Amber Rail	72,878
Andre painter 11	
BaseView Elect	negotiate
Burlington Hydro	21,566
Carpet Ware	negotiate
Canadian Air	4,370
HearthLand	10,482
Ital Euro Tile	16,132
Jackson Roofing	15,788
Gord's Expenses	10,110
Optimum Waste	581
Phand	8,541
Premier Flooring	2,298
Ridge Rock Landscape	7,400
Prompt Plaster fireplaces	1,850
Savaria	64,304
Union Gas	2,500
Vacuum Man	197
QTK balance + 11 repair	8,000
Scott Munroe service	2,500
Scott Munroe work	8,000
	238,997

B) SITE STAFFING PAYABLE	
Birgit	4,179
Bob Nichols	10,576
Pat D	2,835
Paul F	5,791
Slavic	17,140
Tony D	2,520
	43,041

C) CURRENT LIENS	
Biasutti	148,041
McConnell	22,000
	170,041
D) REQUIRED FOR FINISHING	
Electrical	25,000
Bins	1,500
Exterior rails	3,000
	29,500

41,855

E) LANDSCAPE on site only	
Grading	6,000
Softscape	25,000
Fencing	15,000
	46,000

F) MUNICIPAL ROADWORK	
Street Lights	25,000
Sidewalks	8,000
Curbs	4,000
Asphalt	14,000
	51,000

G) LANDSCAPE on site only	
Hardscape	55,000
	55,000

21/Dec/15 UPDATED DEC 7, 201

ET IMMEDIATE CASH TO COMPLETE FOR OCCUPANCY

LAVENDER INDICATES TRUE COMMITTED VALUS
 RED INDICATES A CLOSE APPROXIMATION
 GREEN INDICATES THAT IS IS CARRIED IN THE PAYABLES

		Occupancy January / February			Occupancy February / March				Occupancy March / April						
		7	2	4	5	9	12	13	14	10	6	8			
Elevator Deposit	Savaria	paid	10,000	paid	paid	10,000	10,000	10,000	10,000	10,000	10,000	ENT	ai ai ai	70,000	Savaria
Balance Payment, less holdba	Savaria	paid	12,711	ENT	ENT	12,711	12,711	12,711	16,000	12,711	12,711	ENT	ai ai ai	92,266	Savaria
Balance holdback	Savaria					1,136	1,136		W/sliding doors						
Painter walls partial	Scott / Andre payment 1	paid	3,000	3,000	3,000	3,400	3,400	3,400	3,400	3,400	3,000	3,000	ai ai ai	32,000	Scott / Andre payment 1
Paint walls complete	Scott / Andre payment 2	6,059	4,700	4,700	4,700	5,200	5,200	5,200	5,200	5,200	4,700	4,700	ai ai ai	55,559	Scott / Andre payment 2
Painter stairs	Scott / Andre Stairs	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	ai ai ai	27,500	Scott / Andre Stairs
Tile supply	Ciot balance to complete	638	paid	B/O \$447	6,933	4,500	2,400	4,500	4,500	4,500	3,500	3,500	ai ai ai	34,971	Ciot balance to complete
Tile install	Italeuro complete walls	paid	Dec 1 payble	ENT	incl	3,000	4,400	4,300	3,600	6,957	6,435	1,600	ai ai ai	30,292	Italeuro complete walls
Tile install	Italeuro complete floors	paid	Dec 1 payble	ENT	7,000	3,500	2,860	2,392	2,420	INCLUDED	INCLUDED	3,500	ai ai ai	21,672	Italeuro complete floors
Tile install	Italeuro B/splash	565	Dec 1 payble	ENT	500	credit	credit	credit	500	500	500	500	ai ai ai	3,065	Italeuro B/splash
	Italeuro Extras	283	N/A	N/A	1,614	2,199	800	2,199	N/A	N/A	N/A	N/A	ai ai ai	7,095	Italeuro Extras
Shower glass	Shower guys	2,270	2,100	2,100	2,100	2,100	2,400	2,100	2,600	2,100	2,100	2,100	ai ai ai	24,070	Shower guys
Hardwood supply	Brampton Hardwood	7,574	2,634	9,276	13,603	11,663	9,199	13,483	13,029	9,199	7,000	7,000	ai ai ai	103,660	Brampton Hardwood
Hardwood install	Premier Flooring	4,270	3,934	4,851	4,356	3,595	3,493	5,094	5,130	3,493	3,500	3,500	ai ai ai	45,216	Premier Flooring
Carpet supply/install	Carpet warehouse	N/A	N/A	N/A	N/A	N/A	credit	N/A	N/A	2,000	2,000	2,000	ai ai ai	6,000	
Kitchens and vanities	Kitchen deposit delivery	paid	7,347	8,158	16,250	credit	credit	credit	14,993	6,523	6,523	6,523	ai ai ai	66,316	Kitchen deposit delivery
Kitchens and vanities	Kitchen balance 30 days	paid	7,347	8,158	16,250	credit	credit	credit	14,993	6,523	6,523	6,523	ai ai ai	66,316	Kitchen balance 30 days
Kitchens and vanities	Kitchen handling	paid	2,500	2,500	2,500	credit	2,500	2,500	7,235	7,235	2,500	2,500	ai ai ai	39,205	Kitchen handling
Countertops	Auruvia Stone works	10,441	6,404	5,907	7,235	7,648	5,942	7,235	7,235	7,235	7,208	7,235	ai ai ai	79,725	Auruvia Stone works
Gas fireplace	Hearthland	paid	2,769	2,769	2,769	Dec 1 payble	2,769	2,769	paid	2,769	1,200	1,200	ai ai ai	19,014	Hearthland
Fireplace surround	Prompt Builders	1,200	1,200	1,850	1,850	N/A	N/A	1,850	3,700	1,850	1,200	1,200	ai ai ai	15,900	Prompt Builders
Crowns+waffles	Prompt Builders	paid	paid	paid	paid	3,000	5,600	5,600	5,600	3,000	3,000	paid	ai ai ai	25,800	Prompt Builders
Trim	Wycroft 1st trim	paid	paid	paid	paid	11,298	11,058	11,832	11,175	9,082	5,088	5,704	ai ai ai	65,237	NEED TRIMMER
Trim	Wycroft 2nd trim	1,272	1,272	2,136	2,136	2,136	2,136	2,136	2,136	2,136	1,272	1,272	ai ai ai	20,040	NEED TRIMMER
Railings	Amber	paid	paid	Dec 1 payble	paid	Dec 1 payble	Dec 1 payble	5,513	10,645	5,891	paid	paid	ai ai ai	22,049	Amber
Appliances	Brick / Tasco / Miele	500	500	10,000	500	Not included	Not included	Not included	Not included	10,000	500	500	ai ai ai	22,500	Brick / Tasco / Miele
Plumbing	EMCO	2,527	3,847	3,847	5,000	8,609	8,486	5,000	5,000	3,847	2,527	2,527	ai ai ai	51,217	EMCO
Plumbing	McConnell	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	ai ai ai	16,500	McConnell
Hvac finishing	CAS + gas certification	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	ai ai ai	-	CAS + gas certification
Hvac duct cleaning	Vacuum Man	175	175	175	175	175	175	175	175	175	175	175	ai ai ai	1,925	Vacuum Man
Emco	HWT supply + valve	1,415	1,415	1,415	1,415	1,415	1,415	1,415	1,415	1,415	1,415	1,415	ai ai ai	15,565	HWT supply + valve
Hvac gas piping	CAS and Romac	282	282	282	282	282	282	282	282	282	282	282	ai ai ai	3,102	CAS and Romac
Electrical	General catch-up	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	neg/negoti	-	NEED ELECTRICAL
Electrical	Finishing	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	neg/negoti	-	NEED ELECTRICAL
Garage doors	Car-Wall doors	to negotiate	paid	paid	paid	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	paid	to negotiate	neg/negoti	-	Car-Wall doors
Garage openers	Car-Wall openers	349	349	698	698	to negotiate	to negotiate	to negotiate	to negotiate	to negotiate	349	to negotiate	neg/negoti	2,443	Car-Wall openers
Roofing	Jackson tile+ soffit	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	Dec 1 payble	ai ai ai	-	Jackson tile+ soffit
Roof tile supply	Bestway stone	paid	paid	paid	paid	1,211	1,211	1,211	1,211	1,211	paid	paid	ai ai ai	6,054	Bestway stone
Final Cleaning	?????????	750	750	750	750	750	750	750	750	750	750	750	ai ai ai	8,250	?????????
All other columns totalled		1,095,561	44,570	79,236	76,571	105,616	103,528	104,323	117,647	156,923	133,983	99,958	73,206	1,095,561	all net of tax
all net of tax		1,095,561		200,377				431,113					464,070		

100134

Exhibit N

FOREMOST MORTGAGE HOLDINGS CORPORATION ET AL AND EVIAN TOWNES INC.

Exhibit N
Page 1 of 1

ESTIMATED FUNDS FOR DISTRIBUTION

The following shows the anticipated costs to complete, proceeds of sale and funds available to be distributed to the various creditors if funding is provided to complete construction as estimated by Foremost Financial Corporation. The costs and realizations below are before the costs of a receiver and its counsel.

	\$
ESTIMATED RECEIPTS	
Realizations from sale of units, net of HST	10,156,361
Holdback funding Available	<u>358,420</u>
TOTAL ESTIMATED RECEIPTS	10,514,781
ESTIMATED DISBURSEMENTS	
Costs to complete	1,448,102
Contingency of 5% of estimated Costs to Complete	72,405
Key Suppliers	238,997
Liens	327,366
Execution creditors	108,914
Bonding (TARION)	<u>280,000</u> <u>2,475,784</u>
ESTIMATED FUNDS FOR DISTRIBUTION (Note 1)	<u><u>8,038,996</u></u>

	Debt \$	Available \$	Shortfall \$
PROJECTED DISTRIBUTIONS			
First mortgage	8,191,429	8,038,996	152,432
Second mortgage	345,760	0	345,760
Third mortgage	300,000	0	300,000
Fourth mortgage	365,964	0	365,964
Intercompany debts	328,929	0	328,929
Equity	450,000	0	<u>450,000</u>
			<u><u>1,943,086</u></u>

Note 1 There will be up to \$ 440,000 of secured letter of credit funds available subject to release by The Regional Municipality of Halton, Burlington Hydro Inc. and The Corporation of the City of Burlington if the Property is completed to their respective satisfaction.

*This is Exhibit N mentioned and
referred to in the affidavit of
Ivan Stone
Sworn before me this 22 day
of December A.D., 2015*

A Commissioner, etc.

Exhibit 0

55 Queen Street East
 Suite 203
 Toronto, Canada
 M5C 1R6
 Tel: (416) 364-7717
 Fax: (416) 364-4813

Harvey Mandel

barrister & solicitor

December 14, 2015

File no.: 10800

by email only

Stuart M. Peikes
 Clark Farb Fiksel
 Barristers and solicitors
 188 Avenue Road
 Toronto, Ontario
 M5R 2J1

*This is Exhibit O mentioned and
 referred to in the affidavit of
 Ivan Stone
 Sworn before me this 22 day
 of December A.D., 2015*

Dear sir:

A Commissioner, etc.

Re: Registered owner: Evian Townes Inc.
 Property: 507-515 Elizabeth Street, Burlington

I am the lawyer for Foremost Mortgage Holding Corporation and the other mortgagees. I understand that you act for the third mortgagee on this property

The present situation can not continue in that the registered owner requires funds to complete the construction and to sell the units. Until the units are sold, there shall be no funds available to pay to any of the mortgagees.

My client is fully aware of the situation and is willing to increase the second mortgagee's facility to provide sufficient funds to complete the construction and to sell the units.

My client has requested through you that your client postpone to these advances to enable the above to occur. I understand that your client is unwilling to do so.

The alternative is to appoint a court appointed receiver to complete the construction and to sell the units. In doing this, the court shall order the receiver to borrow the sufficient funds as necessary to carry this out. These funds shall be a first charge against the property in priority to all of the encumbrances including your client's mortgage. In this situation, instead of your client being asked to postpone with knowledge, the receiver shall act without notice to anyone and shall expend an unknown amount as the receiver needs to satisfy the court mandate.

By forcing the appointment of a receiver by the first mortgagee instead of postponing to the second mortgagee's increased facility, your client will cause a faster and greater dissipation of the equity in the property and lose some of his control of the process to complete the construction and to sell the units.

I await your immediate response as the appointment of receiver process has been commenced but can still be stopped at a reasonable cost to date.

Yours truly

Harvey Mandel

HM:ap

Exhibit P

Form 115

Notice of Intention to Enforce Security (Sec. 244(1))

To: Evian Townes Inc., an insolvent person

Take notice that:

1. Foremost Mortgage Holding Corporation and all other mortgagees as listed, a secured creditor, intends to enforce its security on the property of the insolvent person described below: 507-515 Elizabeth Street, Burlington, Ontario

(Describe the property to which the security relates)

2. The security that is to be enforced is in the form of a MORTGAGE (provide particulars of the security).

3. The total amount of indebtedness secured by the security is \$7,859,167.80.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, this December 16, 2015

[Handwritten Signature]

Foremost Mortgage Holding Corporation and all other mortgagees as listed
Name of Secured Creditor

by its solicitor

Harvey Mandel

55 Queen Street East

Suite 203

Toronto, Ontario

M5C 1R6

(416) 364-7717

This is Exhibit P mentioned and

referred to in the affidavit of

Ivan Stone

Sworn before me this 22 day

of December A.D., 2015

A Commissioner, etc

To Foremost Mortgage Holding Corporation and all other mortgagees as listed

The Insolvent Person consents to an earlier enforcement of the security than after the expiry of the 10 day period following the sending of this notice

Dated at Toronto, this December 16, 2015

Evian Townes Inc.

[Handwritten Signature]

GORD MATAS - ASO

I have the authority to bind the corporation

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Between

Foremost Mortgage Holding Corporation, 697350 Ontario Limited, Santino Bartolini, Margherita Bartolini, Jerry Rumack, Judy Rumack, Antonio Savio, 614921 Ontario Limited, Dinapet Holdings Limited, Sam Goldman, Ellen Newman, John Lockwood Investments Ltd., Clara Soffiatur, Gabriele Soffiatur, Bev Newman, Nancy Levy, Paul Valanne, Wing-Yee Hui, L. and S. Investments Inc., Elliot Rovin, Marsha Rovin, Remo Bacci, Eida Bacci, Merle Nowack, Community Trust Company, Wisemove Inc., Freilach Resorts Inc., Gilbert Zamonsky, Frank Pezzente, Maria Pezzente, 1375051 Ontario Ltd., Vincenzo Mallozzi, Carla Mallozzi, Frank Goodman, Lillian Goodman, Gayle Goldmintz, Nives D'Angelo, Adraian Bacci and Alex D'Angelo

Applicants

- and -

Evian Townes Inc.

Respondent

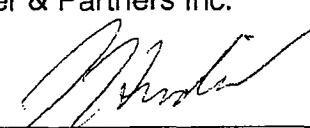
Consent of A. Farber & Partners Inc.

A. Farber & Partners Inc. hereby consents to the appointment as a Receiver, without security, of all of the assets, undertakings and properties of the Debtor, Evian Townes Inc., acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

DATED the 20th day of DECEMBER, 2015.

A. Farber & Partners Inc.

Per:


Name: JOHN HENDRIKS, CPA, CA, CI

Title: VICE PRESIDENT

Court File No. ?????

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

THE HONOURABLE) WEEKDAY, THE #
)
JUSTICE) DAY OF MONTH, 2015
)

Between

Foremost Mortgage Holding Corporation, 697350 Ontario Limited, Santino Bartolini, Margherita Bartolini, Jerry Rumack, Judy Rumack, Antonio Savio, 614921 Ontario Limited, Dinapet Holdings Limited, Sam Goldman, Ellen Newman, John Lockwood Investments Ltd., Clara Soffiaturro, Gabriele Soffiaturro, Bev Newman, Nancy Levy, Paul Valanne, Wing-Yee Hui, L. and S. Investments Inc., Elliot Rovon, Marsha Rovon, Remo Bacci, Elda Bacci, Merle Nowack, Community Trust Company, Wisemove Inc., Freilach Resorts Inc., Gilbert Zamonsky, Frank Pezzente, Maria Pezzente, 1375051 Ontario Ltd., Vincenzo Mallozzi, Carla Mallozzi, Frank Goodman, Lillian Goodman, Gayle Goldmintz, Nives D'Angelo, Adraian Bacci and Alex D'Angelo

Applicants

- and -

Evian Townes Inc.

Respondent

**ORDER
(appointing Receiver)**

THIS MOTION made by the Applicants 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 A. Farber & Partners Inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Evian Townes Inc.

(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 Ivan Stone sworn December , 2015 and the Exhibits thereto and on hearing the submissions of counsel for Applicants,

no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of A. Farber & Partners Inc. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record 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, A. Farber & Partners Inc. 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 exercise control over the Property and to take possession of and exercise control over 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, to 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 \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; 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 \$2,500,000.00 (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.farberfinancial.com/insolvency-engagements/evian-townes-inc>".

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 Applicants shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicants' security or, if not so provided by the Applicants' 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.

-

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] 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 \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

1. 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.

2. 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.

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

4. 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.

5. 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.

6. 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__.

[Receiver's Name], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

Court File No. ?????

Revised: January 21, 2014
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)
JUSTICE)
)
)

WEEKDAY, THE #
DAY OF MONTH, 20YR

~~APPLICATION UNDER Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, and Section 101 of the Courts of Justice Act, R.S.O. 1990, c. C.43.~~

Between

~~Foremost Mortgage Holding Corporation, 697350 Ontario Limited, Santino Bartolini, Margherita Bartolini, Jerry Rumack, Judy Rumack, Antonio Savio, 614921 Ontario Limited, Dinapet Holdings Limited, Sam Goldman, Ellen Newman, John Lockwood Investments Ltd., Clara Soffiaturro, Gabriele Soffiaturro, Bev Newman, Nancy Levy, Paul Valanne, Wing Yee Hui, L. and S. Investments Inc., Elliot Rovan, Marsha Rovan, Reme Bacci, Elda Bacci, Merle Nowack, Community Trust Company, Wisemove Inc., Freilach Resorts Inc., Gilbert Zamonsky, Frank Pezzente, Maria Pezzente, 1375051 Ontario Ltd., Vincenzo Mallozzi, Carla Mallozzi, Frank Goodman, Lillian Goodman, Gayle Goldmintz, Nives D'Angelo, Adraian Bacci and Alex D'Angelo~~

Applicants

~~-and-~~

~~Evian Townes Inc.~~

Respondent

PLAINTIFF¹Plaintiff- and -DEFENDANTDefendant**ORDER**
(appointing Receiver)

THIS MOTION made by the ~~Applicants~~ Plaintiff² 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 ~~A. Farber & Partners Inc.~~ [RECEIVER'S NAME] as receiver [and manager] (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of ~~Evian Townes Inc.~~ [DEBTOR'S NAME] (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 ~~Ivan Stone~~ [NAME] sworn ~~December~~ _____, 2015 [DATE] and the Exhibits thereto and on hearing the submissions of counsel for ~~Applicants~~,

[NAMES], no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of ~~A. Farber & Partners Inc.~~ [RECEIVER'S NAME] to act as the Receiver,

SERVICE

¹ The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

² Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated³ 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, ~~A. Farber & Partners Inc.~~ [RECEIVER'S NAME] 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 exercise control over the Property and~~ 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, ~~to~~ incur any obligations in the

³ If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

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.⁴ 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;

⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.

- (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 ~~\$100,000.00;~~\$_____, provided that the aggregate consideration for all such transactions does not exceed ~~\$500,000.00;~~\$_____; 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*,~~77,~~ [or section 31 of the Ontario *Mortgages Act*, as the case may be,~~7,~~]⁵ 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;

⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.

- (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.⁶

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

⁶ Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".

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 ~~\$2,500,000.00~~ \$_____ (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.farberfinancial.com/insolvency-engagements/evian-townes-~~ine"<@>".

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 ~~Applicants~~Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the ~~Applicants'~~Plaintiff's security or, if not so provided by the ~~Applicants'~~Plaintiff'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.

DOCSTOR: 1771742\8

000171

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] 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 \$_____ 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__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

PROCEEDING COMMENCED AT TORONTO

APPLICATION RECORD

Name: Harvey Mandel

Address: 55 Queen Street East
Suite 203
Toronto, Ontario
M5C 1R6

LSUC NO. 18874D

Telephone: (416) 364-7717

Facsimile: (416) 364-4813

APPLICANTS' LAWYER