

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

GARY STEVENS, LINDA STEVENS and 1174365 ALBERTA LTD.

Applicants

-and-

SANDY HUTCHENS, also known as SANDY CRAIG HUTCHENS, also known as S. CRAIG HUTCHENS, also known as CRAIG HUTCHENS, also known as MOISHE ALEXANDER BEN AVROHOM, also known as MOISHE ALEXANDER BEN AVRAHAM, also known as MOSHE ALEXANDER BEN AVROHOM, also known as FRED HAYES, also known as FRED MERCHANT, also known as ALEXANDER MACDONALD, also known as MATHEW KOVCE, also known as ED RYAN, and TANYA HUTCHENS, also known as TATIANA HUTCHENS, also known as TATIANA BRIK, also known as TANYA BRIK-HUTCHENS

Respondents

**MOTION RECORD OF THE RECEIVER  
(Motion returnable December 18, 2019)**

December 12, 2019

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*17 Serpentine Street Inc.,*

*720 Cambrian Heights Inc.,*

*331 Regent Street Inc.,*

*789 Lawson Street Inc.,*

*110-114 Pine Street Inc.,*

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*193 Mountain Street Inc.,*

*625 Ash Street Inc. and*

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## INDEX

<u>Tab</u>	<u>Document</u>	<u>Page No.</u>
A	Notice of Motion, dated December 12, 2019	1-5
B	Sixth Report of the Receiver, dated December 12, 2019, with Appendices:	6-12
1	Order of Justice Penny, dated February 28, 2019	13-27
2	Application to Register Court Order, dated March 11, 2019	28-44
3	Order of Justice Penny, dated March 18, 2019	45-61
4	Application to Register Court Order, dated March 28, 2019	62-81
5	Judgment of Justice Penny, dated July 5, 2019	82-92
6	Corporate profile report of 193 Mountain Street Inc. and the Purview report listing the sales history for 193 Mountain St.	93-102
7	Transfer: Power of Sale from JBD Hutchens Family Holdings Inc. to SARL	103-106
8	An excerpt of the relevant section of the Receiver's Second Report	107-110

# TAB A



Court File No. CV-18-608271-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

GARY STEVENS, LINDA STEVENS and 1174365 ALBERTA LTD.

Applicants

-and-

SANDY HUTCHENS, also known as SANDY CRAIG HUTCHENS, also known as S. CRAIG HUTCHENS, also known as CRAIG HUTCHENS, also known as MOISHE ALEXANDER BEN AVROHOM, also known as MOISHE ALEXANDER BEN AVRAHAM, also known as MOSHE ALEXANDER BEN AVROHOM, also known as FRED HAYES, also known as FRED MERCHANT, also known as ALEXANDER MACDONALD, also known as MATHEW KOVCE, also known as ED RYAN, and TANYA HUTCHENS, also known as TATIANA HUTCHENS, also known as TATIANA BRIK, also known as TANYA BRIK-HUTCHENS

Respondents

**NOTICE OF MOTION**

A. Farber & Partners Inc., as receiver (“**Farber**” or the “**Receiver**”), without security, of all the assets undertakings and properties of Sandy Hutchens, Tanya Hutchens, and certain entities referred to in Schedule “A” of the Order of Justice Penny in this proceeding dated March 18, 2019, will make a Motion to a Judge in chambers on Wednesday, the 18<sup>th</sup> day of December, 2019 at 9:30 a.m. at the Court House, 330 University Avenue, Toronto, Ontario.

**PROPOSED METHOD OF HEARING:** The Motion is to be heard (*choose appropriate option*)

[ ] in writing under subrule 37.12.1(1) because it is (*insert one of on consent, unopposed or made without notice*);

[ ] in writing as an opposed motion under subrule 37.12.1(4);

[X] orally.

**THE MOTION IS FOR**

- (a) An order abridging the time for service of this Motion, if necessary;
- (b) An order vacating the Orders of the Superior Court of Justice registered as Instruments #SD372492 and SD373191 from title to the property municipally known as 193 Mountain Street, Sudbury, Ontario (PIN #02132-0942(LT)); and
- (c) Such further and other relief as to this Honourable Court may deem just.

**THE GROUNDS FOR THE MOTION ARE**

- (a) By order dated February 28, 2019 (the “**February Order**”), Justice Penny appointed Farber as interim receiver, without security, of all the assets undertakings and properties of Sandy Hutchens, Tanya Hutchens, and certain entities referred to in Schedule “A” of the order (collectively, the “**Debtors**”), including certain properties listed in Schedule “B” of the order;
- (b) On March 11, 2019, the Receiver registered the February Order against the title of one of the properties listed in Schedule “A” of the order, 193 Mountain St., as Instrument No. SD372492, which registration the February Order expressly authorized;
- (c) By order dated March 18, 2019 (the “**March Order**”), Justice Penny continued the Receiver’s appointment, expanded the list of Properties over which it extended,

and expanded the Receiver's powers to include control and management of certain Properties that produce rental income;

- (d) On March 28, 2019, the Receiver registered the March Order against the title of 193 Mountain St. as Instrument No. SD373191, which registration the February Order expressly authorized;
- (e) On July 5, 2019, Justice Penny issued a judgment, on consent, recognizing the judgments of the United States District Court for the Eastern District of Pennsylvania, entered on October 11, 2018 and December 19, 2018 in Case Civ. No. 18-692 in favour of the Applicants and against the Respondents Sandy Hutchens (“**Sandy**”) and Tanya Hutchens (“**Tanya**”), in the amount of US\$26,774,736.09, owed jointly and severally, temporarily stayed enforcement, and continued the Receivership and the terms of the above orders;
- (f) The Receiver has conducted an investigation and has no basis to conclude that the Debtors have any legal or equitable interest in 193 Mountain St., as was suspected at the time of the February and March orders;
- (g) Rules 1.04, 1.05, 2.01, 2.03, 37 and 41.05 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 and s. 249 of the BIA; and
- (h) Such further and other grounds as the lawyers may advise.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Motion:

- (a) The Sixth Report of the Receiver, dated December 12, 2019; and

- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

December 12, 2019

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Lawyers for the Receiver,  
A. Farber & Partners Inc.

STEVENS *et al.*  
Applicants

-and-

HUTCHENS *et al.*  
Respondents

Court File No. CV-18-608271-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**NOTICE OF MOTION**

**NAYMARK LAW**

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A. Farber & Partners Inc.

# TAB B

Court File No. CV-18-608271-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**B E T W E E N:**

**GARY STEVENS, LINDA STEVENS and 1174365 ALBERTA LTD.**

**Applicants**

**-and-**

**SANDY HUTCHENS, also known as SANDY CRAIG HUTCHENS, also known as S. CRAIG HUTCHENS, also known as CRAIG HUTCHENS, also known as MOISHE ALEXANDER BEN AVROHOM, also known as MOISHE ALEXANDER BEN AVRAHAM, also known as MOSHE ALEXANDER BEN AVROHOM, also known as FRED HAYES, also known as FRED MERCHANT, also known as ALEXANDER MACDONALD, also known as MATHEW KOVCE, also known as ED RYAN, and TANYA HUTCHENS, also known as TATIANA HUTCHENS, also known as TATIANA BRIK, also known as TANYA BRIK-HUTCHENS**

**Respondents**

**SIXTH REPORT OF THE RECEIVER  
December 12, 2019**

**Table of Contents**

**I. INTRODUCTION AND PURPOSE OF THE SIXTH REPORT ..... 1**  
**II. DISCLAIMER ..... 2**  
**III. 193 MOUNTAIN STREET ..... 3**  
**IV. RECOMMENDED RELIEF ..... 3**



## I. INTRODUCTION AND PURPOSE OF THE SIXTH REPORT

1. On February 28, 2019, Justice Penny appointed A. Farber & Partners Inc. (the “**February Order**”) as interim receiver (the “**Receiver**”), without security, of all the assets undertakings and properties of Sandy Hutchens, Tanya Hutchens, and certain entities referred to in Schedule “A” of the (collectively, the “**Debtors**”), including certain real properties, including the property municipally known as 193 Mountain Street, Sudbury, ON (PIN #02132-0942(LT), “**193 Mountain St.**”). A copy of Justice Penny’s order dated February 28, 2019, is attached at **Appendix 1**.
2. On March 11, 2019, the Receiver registered the February Order against the title of 193 Mountain St. as Instrument No. SD372492. A copy of the Application to Register Court Order, dated March 11, 2019, is attached at **Appendix 2**.
3. On March 18, 2019, Justice Penny continued the Receiver’s appointment, expanded the list of Properties over which it extended, and expanded the Receiver’s powers to include control and management of certain of the Properties that produced rental income. A copy of the order of Justice Penny, dated March 18, 2019 (the “**March Order**”) is attached at **Appendix 3**.
4. On March 28, 2019, the Receiver registered the March Order against the title of 193 Mountain St. as Instrument No. SD373191. A copy of the Application to Register Court Order, dated March 28, 2019, is attached at **Appendix 4**.
5. On July 5, 2019, Justice Penny issued a judgment, on consent, recognizing the judgments of the United States District Court for the Eastern District of Pennsylvania, entered on October 11, 2018 and December 19, 2018 in Case Civ. No. 18-692 in favour of the Applicants and against the Respondents Sandy Hutchens (“**Sandy**”) and Tanya Hutchens (“**Tanya**”), in the amount of

US\$26,774,736.09, owed jointly and severally, temporarily stayed enforcement, and continued the Receivership and the terms of the above orders. A copy of Justice Penny's Judgment, dated July 5, 2019 (the "**Judgment**"), attached at **Appendix 5**

6. The Receiver files this sixth report (the "**Sixth Report**") to support its request for orders for the following:

- (a) Vacating the February Order and March Order, registered as Instruments #SD372492 and SD373191, respectively, from the title of 193 Mountain St; and
- (b) Approving this Sixth Report and the activities and conduct of the Receiver described herein.

## **II. DISCLAIMER**

7. In preparing this Sixth Report, the Receiver has relied upon the unaudited, draft and/or internal financial and other information provided by the Debtors, their advisors, and other third-party sources. The Receiver has not independently reviewed or verified such information. The Receiver has prepared this Sixth Report for the sole use of the Court and of the other stakeholders in these proceedings. The Receiver assumes no responsibility or liability for loss or damage occasioned by any party as a result of the circulation, publication, re-production or use of this Sixth Report. Any use which any party, other than the Court, makes of this Sixth Report or any reliance on or a decision made based upon it is the responsibility of such party.

8. Unless otherwise specifically noted, all dollar amounts referred to in this Sixth Report are in Canadian funds.

### III. 193 MOUNTAIN STREET

9. On July 9, 2007, 193 Mountain Street Inc., a corporation controlled by Sandy, purchased 193 Mountain St. for \$435,000. A copy of the corporate profile report of 193 Mountain Street Inc. and the Purview report listing the sales history for 193 Mountain St. is attached at **Appendix 6**. It appears that on or around April 20, 2018, JBD Family Hutchens Holdings Inc. assumed the mortgage over 193 Mountain St., although the Receiver has not independently verified this transaction.

10. On November 16, 2018, Sudbury Apartment Rentals Limited (“SARL”), an arms-length third party, purchased 193 Mountain St. through a power of sale proceeding for \$400,000. A copy of the Transfer: Power of Sale from JBD Hutchens Family Holdings Inc. to SARL, dated November 16, 2018, is attached at **Appendix 7**.

11. As set out in the Receiver’s Second Report, the Receiver did not take any steps to take control or management of 193 Mountain St. because it was sold prior to the Receiver’s appointment. An excerpt of the relevant section of the Receiver’s Second Report is attached at **Appendix 8**.

### IV. RECOMMENDED RELIEF

12. Based on the foregoing, the Receiver respectfully recommends that this Court vacate the February Order and March Order, registered as Instruments #SD372492 and SD373191, respectively, from the title of 193 Mountain St.

All of which is respectfully submitted this 12<sup>th</sup> day of December, 2019.

**A. FARBER & PARTNERS INC., IN ITS CAPACITY AS COURT APPOINTED  
RECEIVER OF HUTCHENS *ET AL.* AND NOT IN ITS PERSONAL OR CORPORATE  
CAPACITY.**

A. Farber & Partners Inc.

STEVENS *et al.*  
Applicants

HUTCHENS *et al.*  
Respondents

-and-

Court File No. CV-18-608271-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**SIXTH REPORT OF THE RECEIVER**

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Lawyers for the Receiver,  
A. Farber & Partners Inc.

# TAB 1

Court File No. CV-18-608271-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. ) THURSDAY, THE  
 )  
JUSTICE PENNY ) 28<sup>TH</sup> DAY OF FEBRUARY, 2019



GARY STEVENS, LINDA STEVENS and 1174365 ALBERTA LTD.

Applicants

– and –

SANDY HUTCHENS, also known as SANDY CRAIG HUTCHENS, also known as S. CRAIG HUTCHENS, also known as CRAIG HUTCHENS, also known as MOISHE ALEXANDER BEN AVROHOM, also known as MOISHE ALEXANDER BEN AVRAHAM, also known as MOSHE ALEXANDER BEN AVROHOM, also known as FRED HAYES, also known as FRED MERCHANT, also known as ALEXANDER MACDONALD, also known as MATHEW KOVCE also known as ED RYAN, and TANYA HUTCHENS, also known as TATIANA HUTCHENS, also known as TATIANA BRIK, also known as TANYA BRIK-HUTCHENS

Respondents

**ORDER  
(Appointing an Interim Receiver)**

THIS MOTION made by the Applicants on notice for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “CJA”) appointing A. Farber & Partners Inc. as receiver without security, of all of the assets, undertakings and properties of the Respondents and the entities referred to at Schedule “A” attached hereto (collectively, with the Respondents, the “Debtors”) acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Applicants, the Supplementary Motion Record of the Applicants and the Factum of the Applicants, the consent of A. Farber & Partners Inc. to

act as the receiver, the letter from counsel for the plaintiffs in Court File No. 2651/17 supporting the relief sought herein, and on hearing the submissions of counsel for the Applicants and the Debtors:

#### **APPOINTMENT**

1. THIS COURT ORDERS that, from the date of this Order until March 18, 2019 (the "Adjournment Period"), A. Farber & Partners Inc. is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties, including the real property listed in Schedule "B" hereto (the "Schedule "B" Properties"), of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property").

#### **INTERIM RECEIVER'S POWERS**

2. THIS COURT ORDERS that the Interim 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 Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

- (a) to investigate and monitor, but not to exercise control over, the Debtors' affairs and Property;
- (b) to review and have access to any and all financial information pertaining to the Debtors and the Property, including bank statements, financial records and accounts;
- (c) to demand access to additional documents as it sees fit;
- (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 Interim Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim 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 Interim Receiver deems advisable;

- (f) to conduct examinations under oath of any Person concerning the management of known assets of the Debtors and the existence of any other assets; and
- (g) 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 Interim 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) and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER**

3. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel, shareholders, banks, financial institutions, brokerages, and all officers and employees of such banks, financial institutions and brokerages, (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, and (iv) anyone acting on the instructions of anyone listed in this paragraph (all of the foregoing, collectively, being "Persons" and each being a "Person", save and except for the Applicants) shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control.

4. THIS COURT ORDERS that all Persons shall forthwith advise the Interim 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 Debtors, 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 Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 4 or in paragraph 5 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 Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

5. 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 Interim Receiver for the purpose of allowing the Interim 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 Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

6. THIS COURT ORDERS that the Interim Receiver shall have access to those premises wherever the Records are kept, retained, stored or used, including, but not limited to, the Schedule "B" Properties, upon reasonable notice to any of the Debtors having control of such premises, or their legal counsel, and the offices or residential premises of all Persons (as defined in sub-paragraph 3 above) relating to the business and affairs of the Debtors, and the Debtors and all Persons shall take all reasonable steps to ensure that the Interim Receiver will have such access.

#### **NO PROCEEDINGS AGAINST THE INTERIM RECEIVER**

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

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

8. THIS COURT ORDERS that, with the exception of the proceeding underway in Court File No. 2651/17 in the Superior Court of Justice at London, Ontario, no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

9. THIS COURT ORDERS that all rights and remedies against the Debtors, the Interim Receiver, or affecting the Property, except the within proceeding and the proceeding underway in Court File No. 2651/17 in the Superior Court of Justice at London, Ontario, are hereby stayed and suspended except with the written consent of the Interim 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 Interim Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Debtors 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 INTERIM RECEIVER**

10. 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 Debtors, without written consent of the Interim Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors 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 Debtors 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 Interim Receiver, and that the Interim Receiver shall be entitled to the continued use of the Debtors' 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 Interim Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

#### **LIMITATION ON THE INTERIM RECEIVER'S LIABILITY**

12. THIS COURT ORDERS that the Interim 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 Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **INTERIM RECEIVER'S ACCOUNTS**

13. THIS COURT ORDERS that the Interim Receiver and counsel to the Interim 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 Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "Interim 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 Interim 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. The amount of the Interim Receiver's Charge shall not exceed \$150,000.

14. THIS COURT ORDERS that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its

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

### **SERVICE AND NOTICE**

15. 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 '<<https://farbergroup.com/engagements/hutchens/>>'.

16. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Interim 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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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**

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

18. THIS COURT ORDERS that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtors.

19. THIS COURT ORDERS that the appointment of the Interim Receiver shall expire on March 18, 2019, or such other date as ordered by the Court, unless continued by an Order of this Court.

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

21. THIS COURT ORDERS that the Interim 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 Interim 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.

22. 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 Interim 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.

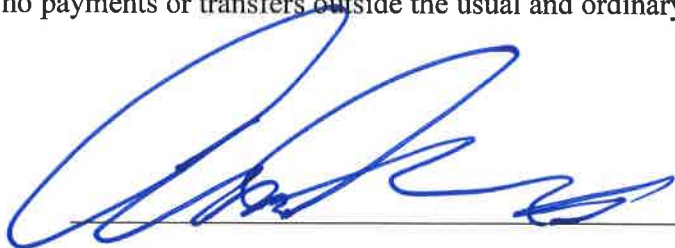
#### **FREEZING OF ASSETS**

23. THIS COURT ORDERS that the Debtors, and their servants, employees, agents, assigns, officers, directors and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any of the Property;

- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

24. THIS COURT ORDERS that the Property shall be managed in the usual and ordinary course of business and that there shall be no payments or transfers outside the usual and ordinary course of business.



Alan G. Smith

SUPERIOR COURT OF  
JUSTICE

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

MAR 05 2019

PER/PAR: *RW*

**SCHEDULE "A"**  
**DEBTOR ENTITIES**

1. 29 Laren Street Inc.
2. 3415 Errington Avenue Inc.
3. 3419 Errington Avenue Inc.
4. 331 Regent Street Inc.
5. 110-114 Pine Street Inc.
6. 15-16 Keziah Court Inc.
7. 193 Mountain Street Inc.
8. 625 Ash Street Inc.
9. 101 Service Road Inc.
10. 146 Whittaker Street Inc.
11. Estate of Judith Hutchens
12. 364 Morris Street Inc.
13. 367-369 Howey Drive Inc.
14. 720 Cambrian Heights Inc.
15. JBD Hutchens Family Holdings Inc.
16. 17 Serpentine Street Inc.



**SCHEDULE "B"**  
**DEBTOR PROPERTIES**

**Real Property:**

	Property Address	Registered Owner	Legal Description of Real Property
1.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0001 (LT);  PCL 12042 SEC SES; PT LT 31 BLK B PL M9 DRYDEN & PT LT 32 BLK B PL M9 DRYDEN AS IN LT67718; PT LT 33 PL M9 DRYDEN PT 1 53R64589; GREATER SUDBURY
2.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0006 (LT);  PCL 12115 SEC SES; LT 30 BLK B PL M9 DRYDEN; GREATER SUDBURY
3.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0008 (LT);  PLC 12201 SEC SES; LT 29 BLK B PL M9 DRYDEN; PT PINE ST PL M9 DRYDEN; PT LANE PL PL M9 DRYDEN (NOW CLOSED) PARTS 3- 5, 53R9050 SAVE & EXPECTING THEREFROM THE CANADIAN PACIFIC RAILWAY COMPANY PROPERTY, & THAT PORTION OF THE WAHNAPITAE RIVER; S/T LT567345; GREATER SUDBURY
4.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0493 (LT);  PCL 3816 SEC SES; LT 5-6 BLK B PL M9 DRYDEN; S/T LT567345; GREATER SUDBURY
5.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0446 (LT);  PCL 12386 SEC SES; LT 1-3 BLK B PL M9 DRYDEN; GREATER SUDBURY
6.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0512 (LT);  PLC 198 SEC SES; LT 4 BLK B PL M9 DRYDEN; GREATER SUDBURY
7.	3415 Errington Avenue Sudbury, Ontario	3415 Errington Avenue Inc.	PIN: 73349-1569 (LT)  PCL 10618 SEC SWS; LT 215 BLK 6

	Property Address	Registered Owner	Legal Description of Real Property
			PL M91 BALFOUR; GREATER SUDBURY
8.	3419 Errington Avenue Sudbury, Ontario	3419 Errington Avenue Inc.	PIN: 73349-0720 (LT)  PCL 21629 SEC SWS; LT 222 BLK 6 PL M91 BALFOUR; GREATER SUDBURY
9.	331 Regent Street Sudbury, Ontario	331 Regent Street Inc.	PIN #73586-0638 (LT)  LT 297 PL 4SC MCKIM; GREATER SUDBURY
10.	110-114 Pine Street Sudbury, Ontario	110-114 Pine Street Inc.	PIN #02135-0246 (LT);  LTS 48, 49, PT LT 50, BLK B PLAN 3SA; PTS 2, 4, 5, 6 53R11500 SUBJECT TO S94352 CITY OF SUDBURY
11.	193 Mountain Street Sudbury, Ontario	193 Mountain Street Inc.	PIN #02132-0942 (LT);  PCLS 2388, 3113 AND 21292 SEC SES LTI PLAN M28B EXCEPT COMM AT THE S ELY ANGLE OF LT1; THENCE S 37 DEG 16'W ALONG THE SLY LIMIT OF LT1 A DISTANCE OF 42FT 3INCHES TO THE SLY ANGLE OF SAID LT1; THENCE S 73 DEG 04"W ALONG THE SLY LIMIT OF SAID LT1 A DISTANCE OF 10FT, 6INCHES TO THE SW ANGLE OF LT1; THENCE N 52DEG 10"W ALONG THE W LIMIT OF LT1 A DISTANCE OF 10FT, 6INCHES TO A POINT; THENCE N 64DEG 29'E A DISTANCE OF 11 FT MORE OR LESS TO A POINT BEING 11.0FT N 25DEG 31'W OF THE SLY ANGLE OF LT1; THENCE N 52 DEG 00' E A DISTANCE OF 38FT MORE OR LESS TO THE POC, PLAN ATTACHED IN 33273, NOW PCL 5776 SES; LT2 PLAN M28B EXCEPT COMMENCING AT THE S ELY ANGLE OF LT2, THENCE S 73 DEGREES 04'W ALONG THE SLY LIMIT OF LT2 A DISTANCE OF 63'2" TO THE S WLY ANGLE OF LT2, THEN N64 DEGREES 29' EA DISTANCE OF 62' MORE OR LESS TO A POINT ON THE ELY LIMIT OF LT2, THENCE S 52 DEGREES E ALONG THE ELY LIMIT OF LT2 A

	Property Address	Registered Owner	Legal Description of Real Property
			DISTANCE OF 10'6" MORE OR LESS TO THE POC; PLAN ATTACHED IN 33273, NOW PLC 5776 SES; EXCEPT COMM AT A POINT IN THE S WESTERN LIMIT OF SAID LT2 DISTANT 95.0FT FROM THE MOST SLY ANGLE OF SAID LT; THENCE N 45DEG 23'W TO A POINT IN THE HIGHWATER MARK OF THE EASTERN BANK OF JUNCTION CREEK; THENCE S WLY FOLLOWING ALONG SAID HIGHWATER MARK TO THE MOST WLY ANGLE OF SAID LT; THENCE S 54DEG 42'E ALONG THE AFORESAID S WESTERN LIMIT 95.0 FT MORE OR LESS TO THE POC, NOW PCL 21291 SES; EXCEPT PT1 53R8264; PT LT3 PLAN M28B COMM AT TA POINT IN THE N ELY ANGLE; THENCE S 70 DEG 32' W ALONG THE S EASTERN LIMIT OF SAID LT 18.0FT; THENCE N 45DEG 23'W TO THE POC; EXCEPT PT 2 53R8264 SUBJECT TO 25265S/T LT868119 PART 6&7 ON PLAN 53R-16220 CITY OF SUDBURY
12.	1779 Cross Street Innisfil, Ontario	Tanya Hutchens	PIN #58069-0150 (LT);  PT N 1/2 LT 25 CON 6 INNISFIL AS IN R01093173; ST R01093173; INNISFIL
13.	367-369 Howey Drive Sudbury, Ontario	367-369 Howey Drive Inc.	PIN #73583-0400 (LT);  LT 1-2 BLK A PL 5SA MCKIM S/T & T/W S112782; S/T INTEREST IN S112782; GREATER SUDBURY
14.	33 Theodore Place Vaughan, Ontario	Tatiana Hutchens	PIN #03251-0304 (LT);  PCL 89-1, SEC 65M2941; LT 89, PL 65M2941, S/T LT746593: Vaughan
15.	33 Theodore Place Vaughan, Ontario	Tatiana Hutchens	PIN #03251-0304 (LT);  PCL 89-1, SEC 65M2941; LT 89, PL 65M2941, S/T LT746593: Vaughan
16.	1889 Simcoe Blvd Innisfil, Ontario	Tatiana Hutchens	LT 31, PL 657; INNISFIL being all of PIN (58072-0299 (LT))
17.	1790 Cross Street	Tatiana Hutchens	LT 1, PL 978; INNISFIL

	<b>Property Address</b>	<b>Registered Owner</b>	<b>Legal Description of Real Property</b>
	Innisfil, Ontario		being all of PIN (58069-0103 (LT))
18.	1479 Maple Road Innisfil, Ontario	Tatiana Hutchens	LT 6, PL 642; INNISFIL being all of PIN (58068-0102 (LT))

**Personal Property:**

Sea Doo Boat located at 33 Theodore Place, Vaughan, Ontario.

GARY STEVENS et al. v. SANDY HUTCHENS et al.  
Applicants Respondents

Court File No. CV-18-608271-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**ORDER  
(APPOINTING INTERIM RECEIVER)**

**Necpal Litigation Professional Corporation**  
171 John Street, Suite 101  
Toronto, Ontario M5T 1X3  
Fax: 1.866.495.8389

Justin Nepal (LSO# 56126J)  
Tel: 416.646.2920  
[justin@necpal.com](mailto:justin@necpal.com)

Anisah Hassan (LSO# 65919L)  
Tel: 416.646.1018  
[ahassan@necpal.com](mailto:ahassan@necpal.com)

Lawyers for the Applicants, Gary Stevens,  
Linda Stevens and 1174365 Alberta Ltd.

## TAB 2

LRO # 53 Application To Register Court Order  
 The applicant(s) hereby applies to the Land Registrar.

Received as SD372492 on 2019 03 11 at 14:56  
 yyyy mm dd Page 1 of 17

**Properties**

**PIN** 02132 - 0942 LT **Interest/Estate** Fee Simple

**Description** PCLS 2368, 3113 AND 21292 SEC SES LT 1 PLAN M28B EXCEPT COMM AT THE S ELY ANGLE OF LT 1; THENCE S 37 DEG 16' W ALONG THE SLY LIMIT OF LT 1 A DISTANCE OF 42 FT 3 INCHES TO THE SLY ANGLE OF SAID LT 1; THENCE S 73 DEG 04' W ALONG THE SLY LIMIT OF SAID LT 1 A DISTANCE OF 10 FT 6 INCHES TO THE SW ANGLE OF LT 1; THENCE N 52 DEG 10' W ALONG THE W LIMIT OF LT 1 A DISTANCE OF 10 FT 6 INCHES TO A POINT; THENCE N 64 DEG 29' E A DISTANCE OF 11 FT MORE OR LESS TO A POINT BEING 11.0 FT N 25 DEG 31' W OF THE SLY ANGLE OF LT 1; THENCE N 52 DEG 00' E A DISTANCE OF 38 FT MORE OR LESS TO THE POC, PLAN ATTACHED IN 33273, NOW PCL 5776 SES; LT 2 PLAN M28B EXCEPT COMMENCING AT THE S ELY ANGLE OF LT 2, THENCE S 73 DEGREES 04' W ALONG THE SLY LIMIT OF LT 2 A DISTANCE OF 63' 2" TO THE S WLY ANGLE OF LT 2, THENCE N64 DEGREES 29'EA DISTANCE OF 62' MORE OR LESS TO A POINT ON THE ELY LIMIT OF LT 2, THENCE S 52 DEGREES 10' E ALONG THE ELY LIMIT OF LT 2 A DISTANCE OF 10' 6" MORE OR LESS TO THE POC; PLAN ATTACHED IN 33273, NOW PCL 5776 SES; EXCEPT COMM AT A POINT IN THE S WESTERN LIMIT OF SAID LT 2 DISTANT 95.0 FT FROM THE MOST SLY ANGLE OF SAID LT; THENCE N 45 DEG 23' W TO A POINT IN THE HIGHWATER MARK OF THE EASTERN BANK OF JUNCTION CREEK; THENCE S WLY FOLLOWING ALONG SAID HIGHWATER MARK TO THE MOST WLY ANGLE OF SAID LT; THENCE S 54 DEG 42' E ALONG THE AFORESAID S WESTERN LIMIT 95.0 FT MORE OR LESS TO THE POC, NOW PCL 21291 SES; EXCEPT PT 1 53R8264; PT LT 3 PLAN M28B COMM AT A POINT IN THE N EASTERN LIMIT OF SAID LT 3 DISTANT 95.0 FT FROM THE MOST ELY ANGLE THEREOF; THENCE S 54 DEG 42' E ALONG SAID N EASTERN LIMIT 95.0 FT TO THE SAID MOST ELY ANGLE; THENCE S 70 DEG 32' W ALONG THE S EASTERN LIMIT OF SAID LT 18.0 FT; THENCE N 45 DEG 23' W TO THE POC; EXCEPT PT 2 53R8264 SUBJECT TO 25265 S/T LT868119 PART 6 & 7 ON PLAN 53R-16220 CITY OF SUDBURY

**Address** 193 MOUNTAIN STREET  
 SUDBURY

**Party From(s)**

**Name** ONTARIO SUPERIOR COURT OF JUSTICE  
**Address for Service** 361 UNIVERSITY AVENUE,  
 TORONTO, ON.

<b>Applicant(s)</b>	<b>Capacity</b>	<b>Share</b>
---------------------	-----------------	--------------

<b>Name</b>	STEVENS, GARY	
<b>Address for Service</b>	c/o Necpal Litigation Professional Corporation 171 John Street , Suite 101 Toronto, ON. M5T 1X3	
<b>Name</b>	STEVENS, LINDA	
<b>Address for Service</b>	c/o Necpal Litigation Professional Corporation 171 John Street , Suite 101 Toronto, ON. M5T 1X3	
<b>Name</b>	1174365 ALBERTA LTD.	
<b>Address for Service</b>	c/o Necpal Litigation Professional Corporation 171 John Street , Suite 101 Toronto, ON. M5T 1X3	

**Statements**

The applicant applies to register the following order See Schedules. The order is still in full force and effect

**Signed By**

Jean Jerome Cusmariu	1310 Dundas Street West Toronto M6J 1Y1	acting for Applicant(s)	Signed	2019 03 11
Tel	416-533-1173			
Fax	416-533-0761			
I have the authority to sign and register the document on behalf of the Applicant(s).				

**Submitted By**

J CUSMARIU LAW OFFICE	1310 Dundas Street West Toronto M6J 1Y1	2019 03 11
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LRO # 53 **Application To Register Court Order**  
*The applicant(s) hereby applies to the Land Registrar.*

**Received as SD372492** on 2019 03 11 at 14:56  
yyyy mm dd Page 2 of 17

**Submitted By**

Tel 416-533-1173  
Fax 416-533-0761

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$64.40
<i>Total Paid</i>	\$64.40



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Court File No. CV-18-008271-0001

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE MR.  
JUSTICE PENNY

THURSDAY, THE  
28<sup>TH</sup> DAY OF FEBRUARY, 2019



GARY STEVENS, LINDA STEVENS and 117465 ALBERTA LTD.

Applicants

- and -

SANDY HUTCHENS, also known as SANDY CRAIG HUTCHENS, also known as S. CRAIG  
HUTCHENS, also known as CRAIG HUTCHENS, also known as MOISHE ALEXANDER  
BEN AVROHOM, also known as MOISHE ALEXANDER BEN AVRAHAM, also known as  
MOSEH ALEXANDER BEN AVROHOM, also known as FRED HAYES, also known as  
FRED MERCHANI, also known as ALEXANDER MACDONALD, also known as MATHEW  
KOVCE also known as ED RYAN, and TANYA HUTCHENS, also known as TATIANA  
HUTCHENS, also known as TATIANA BRIK, also known as TANYA BRIK HUTCHENS

Respondents

ORDER  
(Appointing an Interim Receiver)

THIS MOTION made by the Applicants on notice for an Order pursuant to section 101 of  
the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing A. Farber &  
Partners Inc. as receiver without security, of all of the assets, undertakings and properties of the  
Respondents and the entities referred to at Schedule "A" attached hereto (collectively, with the  
Respondents, the "Debtors") acquired for, or used in relation to a business carried on by the  
Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Applicants, the Supplementary Motion Record  
of the Applicants and the Record of the Applicants, the consent of A. Farber & Partners Inc. to

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-2-

act as the receiver, the letter from counsel for the plaintiffs in Court File No. 265117 supporting the relief sought herein, and on hearing the submissions of counsel for the Applicants and the Debtors.

#### APPOINTMENT

1. THIS COURT ORDERS that, from the date of this Order until March 18, 2019 (the "Adjournment Period"), A. Farber & Partners Inc. is hereby appointed Interim Receiver, without security, of all of the assets, undertakings and properties, including the real property listed in Schedule "B" hereto (the "Schedule 'B' Properties"), of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property").

#### INTERIM RECEIVER'S POWERS

A. THIS COURT ORDERS that the Interim 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 Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:

- (a) to investigate and monitor, but not to exercise control over, the Debtors' affairs and Property;
- (b) to review and have access to any and all financial information pertaining to the Debtors and the Property, including bank statements, financial records and accounts;
- (c) to demand access to additional documents as it sees fit;
- (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 Interim Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property

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-3-

and the receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;

- (f) to conduct examinations under oath of any Person concerning the management of known assets of the Debtors and the existence of any other assets; and
- (g) 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 Interim 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) and without interference from any other Person.

**DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER**

3. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel, shareholders, banks, financial institutions, brokerages, and all officers and employees of such banks, financial institutions and brokerages, (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, and (iv) anyone acting on the instructions of anyone listed in this paragraph (all of the foregoing, collectively, being "Persons" and each being a "Person", save and except for the Applicants) shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control.

4. THIS COURT ORDERS that all Persons shall forthwith advise the Interim 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 Debtors, 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 Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 4 or in paragraph 5 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed.

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-4-

or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

5. 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 Interim Receiver for the purpose of allowing the Interim 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 Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

6. THIS COURT ORDERS that the Interim Receiver shall have access to those premises wherever the Records are kept, retained, stored or used, including, but not limited to, the Schedule "B" Properties, upon reasonable notice to any of the Debtors having control of such premises, or their legal counsel, and the offices or residential premises of all Persons (as defined in sub-paragraph 3 above) relating to the business and affairs of the Debtors, and the Debtors and all Persons shall take all reasonable steps to ensure that the Interim Receiver will have such access.

#### **NO PROCEEDINGS AGAINST THE INTERIM RECEIVER**

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

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- 5 -

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

8. THIS COURT ORDERS that, with the exception of the proceeding underway in Court File No. 2651/17 in the Superior Court of Justice at London, Ontario, no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

9. THIS COURT ORDERS that all rights and remedies against the Debtors, the Interim Receiver, or affecting the Property, except the within proceeding and the proceeding underway in Court File No. 2651/17 in the Superior Court of Justice at London, Ontario, are hereby stayed and suspended except with the written consent of the Interim 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 Interim Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Debtors 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 INTERIM RECEIVER**

10. 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 Debtors, without written consent of the Interim Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors 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

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banking services, payroll services, insurance, transportation services, utility or other services to the Debtors 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 Interim Receiver, and that the Interim Receiver shall be entitled to the continued use of the Debtors' 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 Interim Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

#### **LIMITATION ON THE INTERIM RECEIVER'S LIABILITY**

12. **THIS COURT ORDERS** that the Interim 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 Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **INTERIM RECEIVER'S ACCOUNTS**

13. **THIS COURT ORDERS** that the Interim Receiver and counsel to the Interim 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 Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "Interim 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 Interim 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. The amount of the Interim Receiver's Charge shall not exceed \$150,000.

14. **THIS COURT ORDERS** that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its

18. THIS COURT ORDERS that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtors.

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

**GENERAL**

16. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Interim Receiver is at liberty to serve or distribute the 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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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 following the date of forwarding thereof.

15. 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.sudbrcourts.ca/efile/protocol.html>) shall be valid and effective service. Subject to Rule 17.05 of the Order and consistent with the purpose of substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure, subject to an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure, 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.sudbrcourts.ca/efile/protocol.html>.

**SERVICE AND NOTICE**

Legal counsel are hereby referred to a Judge of the Commercial List of the Ontario Superior Court of Justice.

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- 8 -

19. THIS COURT ORDERS that the appointment of the Interim Receiver shall expire on March 18, 2019, or such other date as ordered by the Court, unless continued by an Order of this Court.

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

21. THIS COURT ORDERS that the Interim 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 Interim 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.

22. 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 Interim 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.

#### **FREEZING OF ASSETS**

23. THIS COURT ORDERS that the Debtors, and their servants, employees, agents, assigns, officers, directors and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any of the Property;



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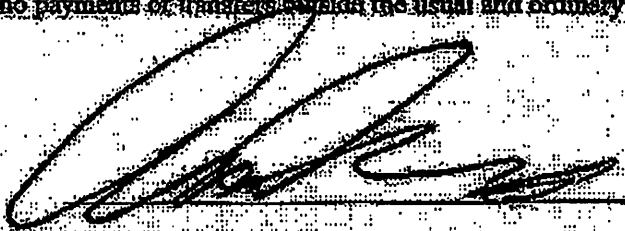
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- 9 -

- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

24. THIS COURT ORDERS that the Property shall be managed in the usual and ordinary course of business and that there shall be no payments or transfers outside the usual and ordinary course of business.



Alan G. Smith

SUPERIOR COURT OF  
JUSTICE

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**SCHEDULE "A"**  
**DEBTOR ENTITIES**

1. 29 Larch Street Inc.
2. 3415 Burlington Avenue Inc.
3. 3419 Burlington Avenue Inc.
4. 331 Regent Street Inc.
5. 110-114 Pine Street Inc.
6. 15-16 Keziah Court Inc.
7. 193 Mountain Street Inc.
8. 625 Ash Street Inc.
9. 101 Service Road Inc.
10. 146 Whitaker Street Inc.
11. Estate of Judith Hutchens
12. 654 Morris Street Inc.
13. 367-369 Howey Drive Inc.
14. 720 Cambrian Heights Inc.
15. JBD Hutchens Family Holdings Inc.
16. 17 Serpentine Street Inc.

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**SCHEDULE "B"**  
**DEBTOR PROPERTIES**

**Real Property:**

	Property Address	Registered Owner	Legal Description of Real Property
1.	29 Larch Street Sudbury, Ontario	29 Larch Street Inc.	PIN #73481-0001 (L.T.); PCL 12042 SEC SES; PT LT 31 BLK B PL M9 DRYDEN & PT LT 32 BLK B PL M9 DRYDEN AS IN L12718; PT LT 33 PL M9 DRYDEN PT 1 SR6489; GREATER SUDBURY
2.	29 Larch Street Sudbury, Ontario	29 Larch Street Inc.	PIN #73481-0005 (L.T.); PCL 12415 SEC SES; LT 20 BLK B PL M9 DRYDEN; GREATER SUDBURY
3.	29 Larch Street Sudbury, Ontario	29 Larch Street Inc.	PIN #73481-0004 (L.T.); PCL 12201 SEC SES; LT 39 BLK B PL M9 DRYDEN; PT PINE ST PL M9 DRYDEN; PT LANE R1 PL M9 DRYDEN (NOW CLOSED) PARTS 2- 5, 539050 SAVE & EXPECTING THEREFROM THE CANADIAN PACIFIC RAILWAY COMPANY PROPERTY, & THAT PORTION OF THE WAHNAPIYAS RIVER; ST L156745; GREATER SUDBURY
4.	29 Larch Street Sudbury, Ontario	29 Larch Street Inc.	PIN #73481-0453 (L.T.); PCL 3816 SEC SES; LT 5-6 BLK B PL M9 DRYDEN; ST L156745; GREATER SUDBURY
5.	29 Larch Street Sudbury, Ontario	29 Larch Street Inc.	PIN #73481-0245 (L.T.); PCL 12386 SEC SES; LT 4-3 BLK B PL M9 DRYDEN; GREATER SUDBURY
6.	29 Larch Street Sudbury, Ontario	29 Larch Street Inc.	PIN #73481-0512 (L.T.); PCL 196 SEC SES; LT 4 BLK B PL M9 DRYDEN; GREATER SUDBURY
7.	3415 Errington Avenue Sudbury, Ontario	3415 Errington Avenue Inc.	PIN: 73348-1559 (L.T.)  PCL 10618 SEC SWS; LT 215 BLK 6

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P. 013

	Property Address	Registered Owner	Legal Description of Real Property
			PL M91 BALFOUR GREATER SUDBURY
8.	3419 Brington Avenue Sudbury, Ontario	3419 Brington Avenue Inc.	PIN: 73349-0720 (LT)  POL 21629 SEC SW6, LT 222 BLK 6 PL M91 BALFOUR GREATER SUDBURY
9.	331 Regent Street Sudbury, Ontario	331 Regent Street Inc.	PIN #73566-0673 (LT)  LT 29/ PL 4SC MORNING GREATER SUDBURY
10.	110-114 Pine Street Sudbury, Ontario	110-114 Pine Street Inc.	PIN #02135-0246 (LT)  PIS 48, 49, FT LT 30, BLK B PLAN 35A, PIS 2, 3, 4, 5 53R1150 SUBJECT TO S94932 CITY OF SUDBURY
11.	193 Mountain Street Sudbury, Ontario	193 Mountain Street Inc.	PIN #02132-0542 (LT)  POLN 2388, 3113 AND 2102 SEC 888 L12 PLAN HERE EXCEPT COMM AT THE S BEY ANGLE OF L11 THENCE S 37 DEG 16' W ALONG THE SLY LIMIT OF L11 A DISTANCE OF 42 FT 3 INCHES TO THE SLY ANGLE OF SAID L11; THENCE S 71 DEG 04' W ALONG THE SLY LIMIT OF SAID L11 A DISTANCE OF 10 FT 8 INCHES TO THE SW ANGLE OF L11; THENCE N 52 DEG 10' W ALONG THE W LIMIT OF L11 A DISTANCE OF 10 FT, 6 INCHES TO A POINT; THENCE N 64 DEG 28' E A DISTANCE OF 11 FT MORE OR LESS TO A POINT BEING 11 FT N 24 DEG 31' W OF THE SLY ANGLE OF L11; THENCE N 32 DEG 00' E A DISTANCE OF 30 FT MORE OR LESS TO THE POC PLAN ATTACHED IN 18278, NOW PCL 3778 SEE L12 PLAN HERE EXCEPT COMMENCING AT THE S BEY ANGLE OF L12, THENCE S 73 DEGREES 04' W ALONG THE SLY LIMIT OF L12 A DISTANCE OF 63 FT TO THE S BEY ANGLE OF L12; THEN N 64 DEGREES 29' E A DISTANCE OF 62 MORE OR LESS TO A POINT ON THE SLY LIMIT OF L12, THENCE S 32 DEGREES E ALONG THE SLY LIMIT OF L12 A

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	Property Address	Registered Owner	Legal Description of Real Property
			DISTANCE OF 10'± MORE OR LESS TO THE POC, PLAN ATTACHED IN 33274, NOW P.L.C. 6776 SES; EXCEPT COMM AT A POINT IN THE S WESTERN LIMIT OF SAID LIT INSTANT 95 FT FROM THE MOST ELY ANGLE OF SAID LT; THENCE N 45 DEG 23' W TO A POINT IN THE HIGHWATER MARK OF THE EASTERN BANK OF JUNCTION CREEK; THENCE S WLY FOLLOWING ALONG SAID HIGHWATER MARK TO THE MOST WLY ANGLE OF SAID LT; THENCE S 41 DEG 42' E ALONG THE AFORESAID S WESTERN LIMIT 95.0 FT MORE OR LESS TO THE POC, NOW P.C.L. 21291 SES; EXCEPT P.T. 53R2264, P.T.L.T.S. PLAN M288 COMM AT TA POINT IN THE N ELY ANGLE; THENCE S 70 DEG 32' W ALONG THE S EASTERN LIMIT OF SAID LT 18.0 FT; THENCE N 40 DEG 23' W TO THE POC; EXCEPT PT 2 53R2264 SUBJECT TO 2526557 LT868119 PART 687 ON PLAN 53R-16220 CITY OF SUDBURY
12.	1779 Cross Street Innisfil, Ontario	Tanya Hutchins	PIN #58065-0156 (L.T.);  P.T. N 12 LT 25 CON & INNISFIL AS IN R01093173; ST R01093173; INNISFIL
13.	357-369 Hwy Drive Sudbury, Ontario	357-369 Hwy Drive Ltd.	PIN #73583-0400 (L.T.);  LT 1-2 BLK A PL 38A MCKIM ST & TYP 5112782; 5/1 INTEREST IN 5112782 GREATER SUDBURY
14.	33 Theodore Place Vaughan, Ontario	Tatiana Hutchins	PIN #03251-0304 (L.T.);  P.C.L. 39-1, SEC 63M2941; LT 39, PL 63M2941, S/T LT 746593; Vaughan
15.	33 Theodore Place Vaughan, Ontario	Tatiana Hutchins	PIN #03251-0304 (L.T.);  P.C.L. 39-1, SEC 63M2941; LT 39, PL 63M2941, S/T LT 746593; Vaughan
16.	1889 Simcoe Blvd Innisfil, Ontario	Tatiana Hutchins	LT 31, PL 637; INNISFIL being all of PIN (58072-0309) (L.T.)
17.	1790 Cross Street	Tatiana Hutchins	LT 1, PL 978; INNISFIL

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P. 015

- 4 -

	Property Address	Registered Owner	Legal Description of Real Property
	Imhof, Ontario		being all of PIN (5609-0105 (2.1))
18	1479 Maple Road Imhof, Ontario	Tatiana Pluchans	L.P. PL. 642, INNER PL. being all of PIN (5608-0102 (2.1))

**Personal Property**

Sea Don Boat located at 33 Theodora Place, Vaughan, Ontario.

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PAY No.

P-016

GARY STEWART et al. v. SANDY HITCHENS et al.  
Applicants Respondents

Court File No. CV-13-60871-0001

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

Proceeding commenced at TORONTO

ORDER  
APPOINTING INTERIM RECEIVERS

Neepal Investigation Professional Corporation  
171 John Street, Suite 101  
Toronto, Ontario M5T 1X3  
Fax: 1-866-495-3389

Justin Neepal (L.S.O.# 561261)  
Tel: 416-646-2920  
jnh@neepal.com

Amyah Hassan (L.S.O.# 659192)  
Tel: 416-646-1048  
ahassan@neepal.com

Lawyers for the Applicants: Gary Stewart,  
Linda Stewart and 1174365 Alberta Ltd.

## **TAB 3**



Court File No. CV-18-608271-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. )  
 )  
JUSTICE PENNY ) MONDAY, THE  
 ) 18<sup>TH</sup> DAY OF MARCH, 2019

GARY STEVENS, LINDA STEVENS and 1174365 ALBERTA LTD.

Applicants

-and-

SANDY HUTCHENS, also known as SANDY CRAIG HUTCHENS, also known as S. CRAIG HUTCHENS, also known as CRAIG HUTCHENS, also known as MOISHE ALEXANDER BEN AVROHOM, also known as MOISHE ALEXANDER BEN AVRAHAM, also known as MOSHE ALEXANDER BEN AVROHOM, also known as FRED HAYES, also known as FRED MERCHANT, also known as ALEXANDER MACDONALD, also known as MATHEW KOVCE also known as ED RYAN, and TANYA HUTCHENS, also known as TATIANA HUTCHENS, also known as TATIANA BRIK, also known as TANYA BRIK-HUTCHENS

Respondents

**ORDER  
(Continuing Receivership)**

THIS MOTION made by the Applicants on notice for an Order continuing the appointment of A. Farber & Partners Inc. as receiver without security, of all of the assets, undertakings and properties of the Respondents and the entities referred to at Schedule "A" attached hereto (collectively, with the Respondents, the "Debtors"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Applicants, the Supplementary Motion Record of the Applicants and the Factum of the Applicants, the consent of A. Farber & Partners Inc. to act as the receiver, and on hearing the submissions of counsel for the Applicants, the Debtors and the plaintiffs in Court File No. 2651/17:

**APPOINTMENT CONTINUED**

1. THIS COURT ORDERS that the Order dated February 28, 2019 (the "February 28 Order") appointing A. Farber & Partners Inc. as Receiver, without security, of all of the assets, undertakings and properties, including the real property listed in Schedule "B" hereto (the "Schedule "B" Properties"), of the Debtors, including all proceeds thereof (the "Property"), is hereby continued on the terms set out below, until further order of this Court.

**RECEIVER'S POWERS**

2. 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 investigate and monitor the Debtors' affairs and the Property;
- (b) to review and have access to any and all financial information pertaining to the Debtors and the Property, including bank statements, financial records and accounts;
- (c) to demand access to additional documents as it sees fit;
- (d) to take possession of and exercise control over the real property listed in Rows 1-13 and 16-20 of Schedule "B" hereto (hereinafter "the Income Producing Property") and any and all proceeds, receipts and disbursements arising out of or from the Income Producing Property;
- (e) to receive, preserve, and protect the Income Producing Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (f) to manage, operate, and carry on the business of the Debtors with respect to the Income Producing Property, including the powers to enter into any agreements,

incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (g) to receive all revenues generated by the Income Producing Property, including without limitation any rents paid by tenants thereof;
- (h) 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;
- (i) 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;
- (j) to conduct examinations under oath of any Person concerning the management of known assets of the Debtors and the existence of any other assets; and
- (k) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (l) 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 Debtors, for any purpose pursuant to this Order.

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) and without interference from any other Person.

### **RING-FENCING AND USE OF FUNDS**

3. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected, from and after the making of this Order, from any source whatsoever, including without limitation the collection of rents paid by tenants of the Property and

the collection of any accounts receivable of the Debtors in whole or part, whether in existence on the date of the Order or hereafter coming into existence, shall be deposited into new property-specific accounts (the "**Segregated Accounts**") to be opened by the Receiver immediately. The Segregated Accounts shall be segregated such that all receipts in respect of a property shall be deposited into the Segregated Account opened in respect of such property and all permitted disbursements (the "**Permitted Disbursements**") in respect of such property shall be withdrawn therefrom, if sufficient funds are available. Permitted Disbursements shall mean, in relation to the property in respect of which a Segregated Account has been opened, realty taxes, utilities, payroll, insurance, maintenance expenses, other reasonable property-specific expenses and business expenses associated with such property. The Receiver shall have sole signing authority over the Segregated Accounts.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel, shareholders, banks, financial institutions, brokerages, and all officers and employees of such banks, financial institutions and brokerages, (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, and (iv) anyone acting on the instructions of anyone listed in this paragraph (all of the foregoing, collectively, being "Persons" and each being a "Person", save and except for the Applicants) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control.

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 Debtors, 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 have access to those premises wherever the Records are kept, retained, stored or used, including, but not limited to, the Schedule "B" Properties, upon reasonable notice to any of the Debtors having control of such premises, or their legal counsel, and the offices or residential premises of all Persons (as defined in sub-paragraph 4 above) relating to the business and affairs of the Debtors, and the Debtors and all Persons shall take all reasonable steps to ensure that the Receiver will have such access.

#### **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 DEBTORS OR THE PROPERTY**

9. THIS COURT ORDERS that, with the exception of the proceeding underway in Court File No. 2651/17 in the Superior Court of Justice at London, Ontario, no Proceeding against or in

respect of the Debtors 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 Debtors 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 Debtors, the Receiver, or affecting the Property, except the within proceeding and the proceeding underway in Court File No. 2651/17 in the Superior Court of Justice at London, Ontario, 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 Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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 Debtors, 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 Debtors 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 Debtors 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 Debtors' 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 Debtors 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.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

13. 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**

14. 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.

15. 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.

16. THIS COURT ORDERS that the Receiver and its counsel shall allocate their respective fees and disbursements with respect to work done on each of the Income Producing Properties.

17. 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, including monies in the Segregated Accounts, 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**

18. 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 \$750,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. 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.

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

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



**GENERAL**

22. 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.

23. 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.

**TIMING OF FURTHER STEPS**

24. The Respondents shall fulfill their obligations under the February 28 order by no later than April 18, 2019.

25. The Receiver shall deliver a further report by April 30, 2019.



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CM CHIBA, Registrar  
Superior Court of Justice

330 UNIVERSITY AVE. 330 AVE. UNIVERSITY  
7TH FLOOR 7E ÉTAGE  
TORONTO, ONTARIO TORONTO, ONTARIO  
M5G 1A7 M5G 1A7

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

MAR 26 2019

PER / PAR: RW

**SCHEDULE "A"**  
**DEBTOR ENTITIES**

1. 29 Laren Street Inc.
2. 3415 Errington Avenue Inc.
3. 3419 Errington Avenue Inc.
4. 331 Regent Street Inc.
5. 110-114 Pine Street Inc.
6. 15-16 Keziah Court Inc.
7. 193 Mountain Street Inc.
8. 625 Ash Street Inc.
9. 101 Service Road Inc.
10. 146 Whittaker Street Inc.
11. Estate of Judith Hutchens
12. 364 Morris Street Inc.
13. 367-369 Howey Drive Inc.
14. 720 Cambrian Heights Inc.
15. JBD Hutchens Family Holdings Inc.
16. 17 Serpentine Street Inc.

**SCHEDULE "B"**  
**DEBTOR PROPERTIES**

**Real Property:**

	Property Address	Registered Owner	Legal Description of Real Property
1.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0001 (LT);  PCL 12042 SEC SES; PT LT 31 BLK B PL M9 DRYDEN & PT LT 32 BLK B PL M9 DRYDEN AS IN LT67718; PT LT 33 PL M9 DRYDEN PT 1 53R64589; GREATER SUDBURY
2.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0006 (LT);  PCL 12115 SEC SES; LT 30 BLK B PL M9DRYDEN;GREATERSUDBURY
3.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0008 (LT);  PLC 12201 SEC SES; LT 29 BLK B PL M9 DRYDEN; PT PINE ST PL M9 DRYDEN; PT LANE PL PL M9 DRYDEN (NOW CLOSED) PARTS 3- 5, 53R9050 SAVE & EXPECTING THEREFROM THE CANADIAN PACIFIC RAILWAY COMPANY PROPERTY, & THAT PORTION OF THE WAHNAPIITAE RIVER; S/T LT567345; GREATER SUDBURY
4.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0493 (LT);  PCL 3816 SEC SES; LT 5-6 BLK B PL M9 DRYDEN; S/T LT567345; GREATER SUDBURY
5.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0446 (LT);  PCL 12386 SEC SES; LT 1-3 BLKB PL M9DRYDEN;GREATERSUDBURY
6.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0512 (LT);  PLC 198 SEC SES; LT 4 BLK B PL M9 DRYDEN;GREATERSUDBURY
7.	3415 Errington Avenue Sudbury, Ontario	3415 Errington Avenue Inc.	PIN: 73349-1569 (LT)

	Property Address	Registered Owner	Legal Description of Real Property
			PCL 10618 SEC SWS;LT215BLK6PL M91 BALFOUR; GREATER SUDBURY
8.	3419 Errington Avenue Sudbury, Ontario	3419 Errington Avenue Inc.	PIN: 73349-0720 (LT)  PCL 21629 SEC SWS; LT 222 BLK 6 PL M91 BALFOUR; GREATER SUDBURY
9.	331 Regent Street Sudbury, Ontario	331 Regent Street Inc.	PIN #73586-0638 (LT)  LT 297 PL 4SC MCKIM; GREATER SUDBURY
10.	110-114 Pine Street Sudbury, Ontario	110-114 Pine Street Inc.	PIN #02135-0246 (LT);  LTS 48, 49, PT LT 50, BLK B PLAN 3SA; PTS 2, 4, 5, 6 53R11500 SUBJECT TO S94352 CITY OF SUDBURY
11.	193 Mountain Street Sudbury, Ontario	193 Mountain Street Inc.	PIN #02132-0942 (LT);  PCLS 2388, 3113 AND 21292 SEC SES LTI PLAN M28B EXCEPT COMM AT THESELY ANGLE OF LT1; THENCE S 37 DEG 16'W ALONG THE SLY LIMIT OF LT1 A DISTANCE OF 42FT 3INCHES TO THE SLY ANGLE OF SAID LT1; THENCE S 73 DEG 04'W ALONG THE SLY LIMIT OF SAID LT1 A DISTANCE OF 10FT, 6INCHES TO THE SW ANGLE OF LT1; THENCE N 52DEG 10'W ALONG THE W LIMIT OF LT1 A DISTANCE OF 10FT, 6INCHES TO A POINT; THENCE N 64DEG 29'E A DISTANCE OF 11 FT MORE OR LESS TO A POINT BEING 11.0FT N 25DEG 31 'W OF THE SLY ANGLE OF LT1; THENCE N 52 DEG 00' E A DISTANCE OF 38FT MORE OR LESS TO THE POC, PLAN ATTACHED IN 33273, NOWPCL5776 SES; LT2 PLAN M28B EXCEPT COMMENCING AT THESELY ANGLE OF LT2, THENCE S 73 DEGREES 04'W ALONG THE SLY LIMIT OF LT2 A DISTANCE OF 63 '2" TO THE SWLY ANGLE OF LT2, THEN N64 DEGREES 29' EA DISTANCE OF 62' MORE OR LESS TO A POINT ON THE ELY LIMIT OF LT2, THENCE S 52 DEGREES E ALONG THE ELY LIMIT OF LT2 A

	Property Address	Registered Owner	Legal Description of Real Property
			DISTANCE OF 10'6" MORE OR LESS TO THE POC; PLAN ATTACHED IN 33273, NOW PLC 5776 SES; EXCEPT COMM AT A POINT IN THE S WESTERN LIMIT OF SAID LT2 DISTANT 95.0FT FROM THE MOST SLY ANGLE OF SAID LT; THENCE N 45DEG 23'W TO A POINT IN THE HIGHWATER MARK OF THE EASTERN BANK OF JUNCTION CREEK; THENCE S WLY FOLLOWING ALONG SAID HIGHWATER MARK TO THE MOST WLY ANGLE OF SAID LT; THENCE S 54DEG 42'E ALONG THE AFORESAID S WESTERN LIMIT 95.0 FT MORE OR LESS TO THE POC, NOW PCL 21291 SES; EXCEPT PT1 53R8264; PT LT3 PLAN M28B COMM AT TA POINT IN THE N ELY ANGLE; THENCE S 70 DEG 32' W ALONG THE S EASTERN LIMIT OF SAID LT 18.0FT; THENCE N 45DEG 23'W TO THE POC; EXCEPT PT 2 53R8264 SUBJECT TO 25265S/T LT868119 PART 6&7 ON PLAN 53R-16220 CITY OF SUDBURY
12.	1779 Cross Street Innisfil, Ontario	Tanya Hutchens	PIN #58069-0150 (LT);  PT N 1/2 LT 25 CON 6 INNISFIL AS IN R.01093173;STR 01093173;INNISFIL
13.	367-369 Howey Drive Sudbury, Ontario	367-369 Howey Drive Inc.	PIN #73583-0400 (LT);  LT 1-2 BLK A PL 5SA MCKIM S/T & T/W S112782; S/T INTEREST IN S112782; GREATER SUDBURY
14.	33 Theodore Place Vaughan, Ontario	Tatiana Hutchens	PIN #03251-0304 (LT);  PCL 89-1, SEC 65M2941; LT 89, PL 65M2941, S/T LT746593: Vaughan
15.	33 Theodore Place Vaughan, Ontario	Tatiana Hutchens	PIN #03251-0304 (LT);  PCL 89-1, SEC 65M2941; LT 89, PL 65M2941, S/T LT746593: Vaughan
16.	1889 Simcoe Blvd Innisfil, Ontario	Tatiana Hutchens	LT 31, PL 657; INNISFIL being all of PIN (58072-0299 (LT))
17.	1790 Cross Street Innisfil, Ontario	Tatiana Hutchens	LT 1, PL 978; INNISFIL being all of PIN (58069-0103 (LT))

	Property Address	Registered Owner	Legal Description of Real Property
18.	1479 Maple Road Innisfil, Ontario	Tatiana Hutchens	LT 6, PL 642; INNISFIL being all of PIN (58068-0102 (LT))
19.	17 Serpentine Street Sudbury, Ontario	17 Serpentine Street Inc.	PIN 73599-0157 (LT); PLC 40961 SEC SES SRO; LT 95 PL MI 025 MCKIM; S/T LT 387652, LT387654; GREATER SUDBURY
20.	42 Clemow Avenue Sudbury, Ontario	Sandy Hutchens and the Estate of Judith Hutchens	

**Personal Property:**

Sea Doo Boat located at 33 Theodore Place, Vaughan, Ontario.

**SCHEDULE "C"**  
**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:



GARY STEVENS et al. v. SANDY HUTCHENS et al.  
Applicants Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**ORDER  
(CONTINUING RECEIVERSHIP)**

**Necpal Litigation Professional Corporation**  
171 John Street, Suite 101  
Toronto, Ontario M5T 1X3  
Fax: 1.866.495.8389

Justin Necpal (LSO# 56126J)  
Tel: 416.646.2920  
[justin@necpal.com](mailto:justin@necpal.com)

Anisah Hassan (LSO# 65919L)  
Tel: 416.646.1018  
[ahassan@necpal.com](mailto:ahassan@necpal.com)

Lawyers for the Applicants, Gary Stevens,  
Linda Stevens and 1174365 Alberta Ltd.

## **TAB 4**

**Properties**

**PIN** 02132 - 0942 **LT** *Interest/Estate* Fee Simple

**Description** PCLS 2388, 3113 AND 21292 SEC SES LT 1 PLAN M28B EXCEPT COMM AT THE S ELY ANGLE OF LT 1; THENCE S 37 DEG 16' W ALONG THE SLY LIMIT OF LT 1 A DISTANCE OF 42 FT 3 INCHES TO THE SLY ANGLE OF SAID LT 1; THENCE S 73 DEG 04' W ALONG THE SLY LIMIT OF SAID LT 1 A DISTANCE OF 10 FT 6 INCHES TO THE SW ANGLE OF LT 1; THENCE N 52 DEG 10" W ALONG THE W LIMIT OF LT 1 A DISTANCE OF 10 FT 6 INCHES TO A POINT; THENCE N 64 DEG 29' E A DISTANCE OF 11 FT MORE OR LESS TO A POINT BEING 11.0 FT N 25 DEG 31' W OF THE SLY ANGLE OF LT 1; THENCE N 52 DEG 00' E A DISTANCE OF 38 FT MORE OR LESS TO THE POC, PLAN ATTACHED IN 33273, NOW PCL 5776 SES; LT 2 PLAN M28B EXCEPT COMMENCING AT THE S ELY ANGLE OF LT 2, THENCE S 73 DEGREES 04' W ALONG THE SLY LIMIT OF LT 2 A DISTANCE OF 63' 2" TO THE S WLY ANGLE OF LT 2, THENCE N64 DEGREES 29'EA DISTANCE OF 62' MORE OR LESS TO A POINT ON THE ELY LIMIT OF LT 2, THENCE S 52 DEGREES 10' E ALONG THE ELY LIMIT OF LT 2 A DISTANCE OF 10' 6" MORE OR LESS TO THE POC; PLAN ATTACHED IN 33273, NOW PCL 5776 SES; EXCEPT COMM AT A POINT IN THE S WESTERN LIMIT OF SAID LT 2 DISTANT 95.0 FT FROM THE MOST SLY ANGLE OF SAID LT; THENCE N 45 DEG 23' W TO A POINT IN THE HIGHWATER MARK OF THE EASTERN BANK OF JUNCTION CREEK; THENCE S WLY FOLLOWING ALONG SAID HIGHWATER MARK TO THE MOST WLY ANGLE OF SAID LT; THENCE S 54 DEG 42' E ALONG THE AFORESAID S WESTERN LIMIT 95.0 FT MORE OR LESS TO THE POC, NOW PCL 21291 SES; EXCEPT PT 1 53R8264; PT LT 3 PLAN M28B COMM AT A POINT IN THE EASTERN LIMIT OF SAID LT 3 DISTANT 95.0 FT FROM THE MOST ELY ANGLE THEREOF; THENCE S 54 DEG 42' E ALONG SAID N EASTERN LIMIT 95.0 FT TO THE SAID MOST ELY ANGLE; THENCE S 70 DEG 32' W ALONG THE S EASTERN LIMIT OF SAID LT 18.0 FT; THENCE N 45 DEG 23' W TO THE POC; EXCEPT PT 2 53R8264 SUBJECT TO 25265 S/T LT868119 PART 6 & 7 ON PLAN 53R-16220 CITY OF SUDBURY

**Address** 193 MOUNTAIN STREET  
SUDBURY

**Party From(s)**

**Name** ONTARIO SUPERIOR COURT OF JUSTICE  
**Address for Service** 361 UNIVERSITY AVE. TORONTO, ON.

<b>Applicant(s)</b>	<b>Capacity</b>	<b>Share</b>
---------------------	-----------------	--------------

<b>Name</b>	STEVENS, GARY		
<b>Address for Service</b>	c/o Necpal Litigation Professional Corporation 171 John St. Suite 101 Toronto, ON. M5T 1X3		

<b>Name</b>	STEVENS, LINDA		
<b>Address for Service</b>	c/o Necpal Litigation Professional Corporation 171 John St. Suite 101 Toronto, ON. M5T 1X3		

<b>Name</b>	1174365 ALBERTA LTD.		
<b>Address for Service</b>	c/o Necpal Litigation Professional Corporation 171 John St. Suite 101 Toronto, ON. M5T 1X3		

**Statements**

The applicant applies to register the following order See Schedules. The order is still in full force and effect

**Signed By**

Jean Jerome Cusmariu	1310 Dundas Street West Toronto M6J 1Y1	acting for Applicant(s)	Signed	2019 03 28
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Tel 416-533-1173

Fax 416-533-0761

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

**Submitted By**

J CUSMARIU LAW OFFICE	1310 Dundas Street West Toronto M6J 1Y1			2019 03 28
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Tel 416-533-1173

LRO # 53 Application To Register Court Order

Received as SD373191 on 2019 03 28 at 14:34

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

yyyy mm dd Page 2 of 20

**Submitted By**

Fax 416-533-0761

**Fees/Taxes/Payment**

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

Court File No. CV-18-608271-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR. ) MONDAY, THE  
JUSTICE PENNY ) 18<sup>TH</sup> DAY OF MARCH, 2019

GARY STEVENS, LINDA STEVENS and 1174365 ALBERTA LTD.

Applicants

-and-

SANDY HUTCHENS, also known as SANDY CRAIG HUTCHENS, also known as S. CRAIG HUTCHENS, also known as CRAIG HUTCHENS, also known as MOISHE ALEXANDER BEN AVROHOM, also known as MOISHE ALEXANDER BEN AVRAHAM, also known as MOSHE ALEXANDER BEN AVROHOM, also known as FRED HAYES, also known as FRED MERCHANT, also known as ALEXANDER MACDONALD, also known as MATHEW KOVCE also known as ED RYAN, and TANYA HUTCHENS, also known as TATIANA HUTCHENS, also known as TATIANA BRIK, also known as TANYA BRIK-HUTCHENS

Respondents

**ORDER  
(Continuing Receivership)**

THIS MOTION made by the Applicants on notice for an Order continuing the appointment of A. Farber & Partners Inc. as receiver without security, of all of the assets, undertakings and properties of the Respondents and the entities referred to at Schedule "A" attached hereto (collectively, with the Respondents, the "Debtors"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Applicants, the Supplementary Motion Record of the Applicants and the Factum of the Applicants, the consent of A. Farber & Partners Inc. to act as the receiver, and on hearing the submissions of counsel for the Applicants, the Debtors and the plaintiffs in Court File No. 2651/17:



Court File No. CV-18-608271-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR.

)

MONDAY, THE

JUSTICE PENNY

)

18<sup>TH</sup> DAY OF MARCH, 2019

)

GARY STEVENS, LINDA STEVENS and 1174365 ALBERTA LTD.

Applicants

--and--

SANDY HUTCHENS, also known as SANDY CRAIG HUTCHENS, also known as S. CRAIG HUTCHENS, also known as CRAIG HUTCHENS, also known as MOISHE ALEXANDER BEN AVROHOM, also known as MOISHE ALEXANDER BEN AVRAHAM, also known as MOSHE ALEXANDER BEN AVROHOM, also known as FRED HAYES, also known as FRED MERCHANT, also known as ALEXANDER MACDONALD, also known as MATHEW KOVCE also known as ED RYAN, and TANYA HUTCHENS, also known as TATIANA HUTCHENS, also known as TATIANA BRIK, also known as TANYA BRIK-HUTCHENS

Respondents

**ORDER  
(Continuing Receivership)**

THIS MOTION made by the Applicants on notice for an Order continuing the appointment of A. Farber & Partners Inc. as receiver without security, of all of the assets, undertakings and properties of the Respondents and the entities referred to at Schedule "A" attached hereto (collectively, with the Respondents, the "Debtors"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Applicants, the Supplementary Motion Record of the Applicants and the Factum of the Applicants, the consent of A. Farber & Partners Inc. to act as the receiver, and on hearing the submissions of counsel for the Applicants, the Debtors and the plaintiffs in Court File No. 2651/17:



**APPOINTMENT CONTINUED**

1. THIS COURT ORDERS that the Order dated February 28, 2019 (the "February 28 Order") appointing A. Farber & Partners Inc. as Receiver, without security, of all of the assets, undertakings and properties, including the real property listed in Schedule "B" hereto (the "Schedule "B" Properties"), of the Debtors, including all proceeds thereof (the "Property"), is hereby continued on the terms set out below, until further order of this Court.

**RECEIVER'S POWERS**

2. 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 investigate and monitor the Debtors' affairs and the Property;
- (b) to review and have access to any and all financial information pertaining to the Debtors and the Property, including bank statements, financial records and accounts;
- (c) to demand access to additional documents as it sees fit;
- (d) to take possession of and exercise control over the real property listed in Rows 1-13 and 16-20 of Schedule "B" hereto (hereinafter "the Income Producing Property") and any and all proceeds, receipts and disbursements arising out of or from the Income Producing Property;
- (e) to receive, preserve, and protect the Income Producing Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (f) to manage, operate, and carry on the business of the Debtors with respect to the Income Producing Property, including the powers to enter into any agreements,

- 3 -

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;

- (g) to receive all revenues generated by the Income Producing Property, including without limitation any rents paid by tenants thereof;
- (h) 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;
- (i) 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;
- (j) to conduct examinations under oath of any Person concerning the management of known assets of the Debtors and the existence of any other assets; and
- (k) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (l) 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 Debtors, for any purpose pursuant to this Order.

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) and without interference from any other Person.

**RING-FENCING AND USE OF FUNDS**

3. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected, from and after the making of this Order, from any source whatsoever, including without limitation the collection of rents paid by tenants of the Property and



- 4 -

the collection of any accounts receivable of the Debtors in whole or part, whether in existence on the date of the Order or hereafter coming into existence, shall be deposited into new property-specific accounts (the "Segregated Accounts") to be opened by the Receiver immediately. The Segregated Accounts shall be segregated such that all receipts in respect of a property shall be deposited into the Segregated Account opened in respect of such property and all permitted disbursements (the "Permitted Disbursements") in respect of such property shall be withdrawn therefrom, if sufficient funds are available. Permitted Disbursements shall mean, in relation to the property in respect of which a Segregated Account has been opened, realty taxes, utilities, payroll, insurance, maintenance expenses, other reasonable property-specific expenses and business expenses associated with such property. The Receiver shall have sole signing authority over the Segregated Accounts.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel, shareholders, banks, financial institutions, brokerages, and all officers and employees of such banks, financial institutions and brokerages, (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, and (iv) anyone acting on the instructions of anyone listed in this paragraph (all of the foregoing, collectively, being "Persons" and each being a "Person", save and except for the Applicants) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control.

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 Debtors, 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 have access to those premises wherever the Records are kept, retained, stored or used, including, but not limited to, the Schedule "B" Properties, upon reasonable notice to any of the Debtors having control of such premises, or their legal counsel, and the offices or residential premises of all Persons (as defined in sub-paragraph 4 above) relating to the business and affairs of the Debtors, and the Debtors and all Persons shall take all reasonable steps to ensure that the Receiver will have such access.

**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 DEBTORS OR THE PROPERTY**

9. THIS COURT ORDERS that, with the exception of the proceeding underway in Court File No. 2651/17 in the Superior Court of Justice at London, Ontario, no Proceeding against or in

- 6 -

respect of the Debtors 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 Debtors 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 Debtors, the Receiver, or affecting the Property, except the within proceeding and the proceeding underway in Court File No. 2651/17 in the Superior Court of Justice at London, Ontario, 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 Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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 Debtors, 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 Debtors 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 Debtors 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 Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each

- 7 -

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 Debtors 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.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

13. 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**

14. 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.

15. 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.

16. THIS COURT ORDERS that the Receiver and its counsel shall allocate their respective fees and disbursements with respect to work done on each of the Income Producing Properties.

17. 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, including monies in the Segregated Accounts, 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**

18. 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 \$750,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. 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.

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

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

**GENERAL**

22. 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.

23. 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.

**TIMING OF FURTHER STEPS**

24. The Respondents shall fulfill their obligations under the February 28 order by no later than April 18, 2019.

25. The Receiver shall deliver a further report by April 30, 2019.



CM CHIBA, Registrar  
Superior Court of Justice

330 UNIVERSITY AVE. 330 AVE. UNIVERSITY  
7TH FLOOR 7E ÉTAGE  
TORONTO, ONTARIO TORONTO, ONTARIO  
M5G 1A7 M5G 1A7

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

MAR 26 2019

PER/PAR: *RW*

**SCHEDULE "A"**  
**DEBTOR ENTITIES**

1. 29 Laren Street Inc.
2. 3415 Errington Avenue Inc.
3. 3419 Errington Avenue Inc.
4. 331 Regent Street Inc.
5. 110-114 Pine Street Inc.
6. 15-16 Keziah Court Inc.
7. 193 Mountain Street Inc.
8. 625 Ash Street Inc.
9. 101 Service Road Inc.
10. 146 Whittaker Street Inc.
11. Estate of Judith Hutchens
12. 364 Morris Street Inc.
13. 367-369 Howey Drive Inc.
14. 720 Cambrian Heights Inc.
15. JBD Hutchens Family Holdings Inc.
16. 17 Serpentine Street Inc.

**SCHEDULE "B"**  
**DEBTOR PROPERTIES**

**Real Property:**

	Property Address	Registered Owner	Legal Description of Real Property
1.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0001 (LT);  PCL 12042 SEC SES; PT LT 31 BLK B PL M9 DRYDEN & PT LT 32 BLK B PL M9 DRYDEN AS IN LT67718; PT LT 33 PL M9 DRYDEN PT 1 53R64589; GREATER SUDBURY
2.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0006 (LT);  PCL 12115 SEC SES; LT 30 BLK B PL M9DRYDEN;GREATERSUDBURY
3.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0008 (LT);  PLC 12201 SEC SES; LT 29 BLK B PL M9 DRYDEN; PT PINE ST PL M9 DRYDEN; PT LANE PL PL M9 DRYDEN (NOW CLOSED) PARTS 3- 5, 53R9050 SAVE & EXPECTING THEREFROM THE CANADIAN PACIFIC RAILWAY COMPANY PROPERTY, & THAT PORTION OF THE WAHNAPITAE RIVER; ST LT567345; GREATER SUDBURY
4.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0493 (LT);  PCL 3816 SEC SES; LT 5-6 BLK B PL M9 DRYDEN; S/T LT567345; GREATER SUDBURY
5.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0446 (LT);  PCL 12386 SEC SES; LT 1-3 BLKB PL M9DRYDEN;GREATERSUDBURY
6.	29 Laren Street Sudbury, Ontario	29 Laren Street Inc.	PIN #73481-0512 (LT);  PLC 198 SEC SES; LT 4 BLK B PL M9 DRYDEN;GREATERSUDBURY
7.	3415 Errington Avenue Sudbury, Ontario	3415 Errington Avenue Inc.	PIN: 73349-1569 (LT)



- 2 -

	Property Address	Registered Owner	Legal Description of Real Property
			PCL 10618 SEC SWS;LT215BLK6PL M91 BALFOUR; GREATER SUDBURY
8.	3419 Errington Avenue Sudbury, Ontario	3419 Errington Avenue Inc.	PIN: 73349-0720 (LT)  PCL 21629 SEC SWS; LT 222 BLK 6 PL M91 BALFOUR; GREATER SUDBURY
9.	331 Regent Street Sudbury, Ontario	331 Regent Street Inc.	PIN #73586-0638 (LT)  LT 297 PL 4SC MCKIM; GREATER SUDBURY
10.	110-114 Pine Street Sudbury, Ontario	110-114 Pine Street Inc.	PIN #02135-0246 (LT);  LTS 48, 49, PT LT 50, BLK B PLAN 3SA; PTS 2, 4, 5, 6 53R11500 SUBJECT TO S94352 CITY OF SUDBURY
11.	193 Mountain Street Sudbury, Ontario	193 Mountain Street Inc.	PIN #02132-0942 (LT);  PCLS 2388, 3113 AND 21292 SEC SES LTI PLAN M28B EXCEPT COMM AT THESELY ANGLE OF LTI; THENCE S 37 DEG 16'W ALONG THE SLY LIMIT OF LTI A DISTANCE OF 42FT 3INCHES TO THE SLY ANGLE OF SAID LTI; THENCE S 73 DEG 04"W ALONG THE SLY LIMIT OF SAID LTI A DISTANCE OF 10FT, 6INCHES TO THE SW ANGLE OF LTI; THENCE N 52DEG 10"W ALONG THE W LIMIT OF LTI A DISTANCE OF 10FT, 6INCHES TO A POINT; THENCE N 64DEG 29'E A DISTANCE OF 11 FT MORE OR LESS TO A POINT BEING 11.0FT N 25DEG 31'W OF THE SLY ANGLE OF LTI; THENCE N 52 DEG 00' E A DISTANCE OF 38FT MORE OR LESS TO THE POC, PLAN ATTACHED IN 33273, NOW PCL5776 SES; LT2 PLAN M28B EXCEPT COMMENCING AT THESELY ANGLE OF LT2, THENCE S 73 DEGREES 04'W ALONG THE SLY LIMIT OF LT2 A DISTANCE OF 63'2" TO THE SWLY ANGLE OF LT2, THEN N64 DEGREES 29' EA DISTANCE OF 62' MORE OR LESS TO A POINT ON THE ELY LIMIT OF LT2, THENCE S 52 DEGREES E ALONG THE ELY LIMIT OF LT2 A

	Property Address	Registered Owner	Legal Description of Real Property
			DISTANCE OF 10'6" MORE OR LESS TO THE POC; PLAN ATTACHED IN 33273, NOW PLC 5776 SES; EXCEPT COMM AT A POINT IN THE S WESTERN LIMIT OF SAID LT2 DISTANT 95.0FT FROM THE MOST SLY ANGLE OF SAID LT; THENCE N 45DEG 23'W TO A POINT IN THE HIGHWATER MARK OF THE EASTERN BANK OF JUNCTION CREEK; THENCE S WLY FOLLOWING ALONG SAID HIGHWATER MARK TO THE MOST WLY ANGLE OF SAID LT; THENCE S 54DEG 42'E ALONG THE AFORESAID S WESTERN LIMIT 95.0 FT MORE OR LESS TO THE POC, NOW PCL 21291 SES; EXCEPT PT1 53R8264; PT LT3 PLAN M28B COMM AT TA POINT IN THEN ELY ANGLE; THENCE S 70 DEG 32' W ALONG THE S EASTERN LIMIT OF SAID LT 18.0FT; THENCE N 45DEG 23'W TO THE POC; EXCEPT PT 2 53R8264 SUBJECT TO 25265S/T LT868119 PART 6&7 ON PLAN 53R-16220 CITY OF SUDBURY
12.	1779 Cross Street Innisfil, Ontario	Tanya Hutchens	PIN #58069-0150 (LT);  PT N 1/2 LT 25 CON 6 INNISFIL AS IN R01093173;STR01093173;INNISFIL
13.	367-369 Howey Drive Sudbury, Ontario	367-369 Howey Drive Inc.	PIN #73583-0400 (LT);  LT 1-2 BLK A PL 5SA MCKIM S/T & T/W S112782; S/T INTEREST IN S112782; GREATER SUDBURY
14.	33 Theodore Place Vaughan, Ontario	Tatiana Hutchens	PIN #03251-0304 (LT);  PCL 89-1, SEC 65M2941; LT 89, PL 65M2941, S/T LT746593: Vaughan
15.	33 Theodore Place Vaughan, Ontario	Tatiana Hutchens	PIN #03251-0304 (LT);  PCL 89-1, SEC 65M2941; LT 89, PL 65M2941, S/T LT746593: Vaughan
16.	1889 Simcoe Blvd Innisfil, Ontario	Tatiana Hutchens	LT 31, PL 657; INNISFIL being all of PIN (58072-0299 (LT))
17.	1790 Cross Street Innisfil, Ontario	Tatiana Hutchens	LT 1, PL 978; INNISFIL being all of PIN (58069-0103 (LT))

- 4 -

	Property Address	Registered Owner	Legal Description of Real Property
18.	1479 Maple Road Innisfil, Ontario	Tatiana Hutchens	LT 6, PL 642; INNISFIL being all of PIN (58068-0102 (LT))
19.	17 Serpentine Street Sudbury, Ontario	17 Serpentine Street Inc.	PIN 73599-0157 (LT); PLC 40961 SEC SES SRO; LT 95 PL MI 025 MCKIM; S/T LT 387652, LT387654; GREATER SUDBURY
20.	42 Clemow Avenue Sudbury, Ontario	Sandy Hutchens and the Estate of Judith Hutchens	

**Personal Property:**

Sea Doo Boat located at 33 Theodore Place, Vaughan, Ontario.

**SCHEDULE "C"**  
**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:

Court File No. CV-18-608271-00CL

GARY STEVENS et al. v. SANDY HUTCHENS et al.  
Applicants Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**ORDER  
(CONTINUING RECEIVERSHIP)**

**Necpal Litigation Professional Corporation**  
171 John Street, Suite 101  
Toronto, Ontario M5T 1X3  
Fax: 1.866.495.8389

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[ahassan@necpal.com](mailto:ahassan@necpal.com)

Lawyers for the Applicants, Gary Stevens,  
Linda Stevens and 1174365 Alberta Ltd.

## **TAB 5**

Court File No.: CV-18-608271-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MR.

)

FRIDAY, THE 5TH

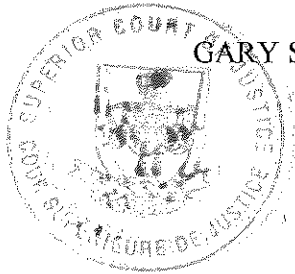
JUSTICE PENNY

)

DAY OF JULY, 2019

)

BETWEEN:



GARY STEVENS, LINDA STEVENS and 1174365 ALBERTA LTD.

Applicants

- and -

SANDY HUTCHENS, also known as SANDY CRAIG HUTCHENS, also known as S. CRAIG HUTCHENS, also known as CRAIG HUTCHENS, also known as MOISHE ALEXANDER BEN AVROHOM, also known as MOISHE ALEXANDER BEN AVRAHAM, also known as MOSHE ALEXANDER BEN AVROHOM, also known as FRED HAYES, also known as FRED MERCHANT, also known as ALEXANDER MACDONALD, also known as MATHEW KOVCE, also known as ED RYAN, and TANYA HUTCHENS, also known as TATIANA HUTCHENS, also known as TATIANA BRIK, also known as TANYA BRIK-HUTCHENS

Respondents

APPLICATION UNDER Rule 14.05(3)(g) and (h) of *the Rules of Civil Procedure*

**JUDGMENT**

THIS APPLICATION made by the Applicants was heard this day at 330 University Avenue, Toronto, Ontario.



ON READING the Application Record, the Consent to Judgment of the Respondents, and on hearing the submissions of counsel for the parties:

### **RECOGNITION AND ENFORCEMENT OF THE US JUDGMENTS**

1. THIS COURT DECLARES that the judgments of the United States District Court for the Eastern District of Pennsylvania, entered on October 11, 2018 and December 19, 2018 in Case Civ. No. 18-692 in favour of the Applicants and against the Respondents Sandy Hutchens and Tanya Hutchens, in which damages were assessed against the Respondents Sandy Hutchens and Tanya Hutchens jointly and severally in the amount of US\$26,774,736.09 (the "US Judgments") are recognized and enforceable in Ontario.

2. THIS COURT ORDERS that the Respondents Sandy Hutchens and Tanya Hutchens pay to the Applicants an amount in Canadian dollars sufficient to purchase US\$26,774,736.09 at a bank in Ontario listed in Schedule I to the *Bank Act*, R.S.C. 1991, c. 46 at the close of business on the first day on which the bank quotes a Canadian dollar rate for purchase of U.S. dollars before the day payment of the obligation is received by the Applicants.

### **RECEIVERSHIP CONTINUED**

3. THIS COURT ORDERS that the Orders dated March 18, 2019 (the "March 18 Order") and June 7, 2019 (the "June 7 Order") continuing and expanding the appointment of A. Farber & Partners Inc. as Receiver, without security, of all of the assets, undertakings and properties, including the real property listed in Schedule "B" to the March 18 Order and Schedule "D" to the June 7 Order, of the Debtors (as defined in the March 18 Order), including all proceeds thereof (the "Property"), are hereby continued on the terms set out in the March 18 Order and June 7

Order, except for the Receiver's powers which are expanded as set out below in paragraph 4, until further order of this Court.

#### **RECEIVER'S POWERS**

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the 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 investigate and monitor the Debtors' affairs and the Property;
- (b) to review and have access to any and all financial information pertaining to the Debtors and the Property, including bank statements, financial records and accounts;
- (c) to demand access to additional documents as it sees fit;
- (d) to take possession of and exercise control over the real property listed in Rows 1-13 and 16-20 of Schedule "B" to the March 18 Order and Schedule "D" to the June 7 Order (hereinafter "the Income Producing Property") and any and all proceeds, receipts and disbursements arising out of or from the Income Producing Property;
- (e) to receive, preserve, and protect the Income Producing Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the engaging of independent security personnel, the taking of physical

- inventories and the placement of such insurance coverage as may be necessary or desirable;
- (f) to manage, operate, and carry on the business of the Debtors with respect to the Income Producing Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
  - (g) to receive all revenues generated by the Income Producing Property, including without limitation any rents paid by tenants thereof;
  - (h) 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;
  - (i) 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;
  - (j) to conduct examinations under oath of any Person concerning the management of known assets of the Debtors and the existence of any other assets;
  - (k) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

- (l) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (m) to settle, extend or compromise any indebtedness owing to the Debtors;
- (n) 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 Debtors, for any purpose pursuant to this Order;
- (o) 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;
- (p) 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 \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case

may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (q) 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;
- (r) 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;
- (s) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (t) 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 Debtors;
- (u) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (v) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

- (w) 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.

### STAY

5. THIS COURT ORDERS that paragraphs 2, 4(m), 4(o), 4(p), 4(q) and 4(v) of this Order are hereby stayed until fourteen (14) days after a decision is rendered by the United States Court of Appeals for the Third Circuit on the Respondents' appeals from the US Judgments in C.A. No. 19-1258 and C.A. No. 19-1047 (the "Stay Period"). For greater certainty, this stay will automatically terminate upon the expiry of the Stay Period, regardless of the outcome of the appeals, unless the stay is extended in accordance with paragraph 6 below.

6. THIS COURT ORDERS that the Respondents may seek an extension of the stay ordered in paragraph 5 during the Stay Period, and if an extension of the stay is not granted during the Stay Period or at such other hearing date as may be scheduled by a Commercial Court Judge at a 9:30 hearing held during the Stay Period, the Applicants shall be at liberty to obtain an order lifting the stay, at a chambers appointment, and without notice to the Respondents, if the Applicants deem it necessary to obtain such an order.

7. THIS COURT ORDERS that nothing in this Order limits or in any way modifies the Order of April 25, 2019 (the "April 25 Order") regarding sales of the Saleable Properties (as defined in the April 25 Order). For greater certainty, those sales may proceed pursuant to the terms of the April 25 Order and are not affected by the stay ordered in paragraph 5 hereto.

8. THIS COURT ORDERS that nothing in this Order limits the right of the Receiver to seek the parties' consent or the court's approval to sell the Additional Saleable Properties (as defined in the Receiver's Notice of Motion dated May 31, 2019) or other properties, and to proceed with such sales.

#### **NO DETERMINATION OF PROPERTY RIGHTS**

9. THIS COURT ORDERS that nothing in this Order shall be construed as a determination of ownership of any particular property and that this Order is granted without prejudice to the right of any party to dispute whether (a) a particular asset is owned by the Respondents or (b) whether a particular asset is exigible for the purpose of satisfying the judgment debt owed by the Respondents to the Applicants.

#### **FREEZING, LIVING EXPENSES, LEGAL EXPENSES**

10. THIS COURT ORDERS that the Respondents and the entities referred to at Schedule "B" of the April 25 Order (collectively, the "Debtors"), and their servants, employees, agents, assigns, officers, directors and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Debtors, wherever situate;
- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and

- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

11. THIS COURT ORDERS that paragraph 10 applies to all of the Debtors' assets whether or not they are in their own names and whether they are solely or jointly owned. For the purpose of this order, the Debtors' assets include any asset which any one of them has the power, directly or indirectly, to dispose of or deal with as if it were his own. A Debtor is to be regarded as having such power if a third party holds or controls the assets in accordance with the Debtor's direct or indirect instructions.

12. THIS COURT ORDERS that notwithstanding paragraphs 10 and 11 of this Order, the Receiver shall:

- (a) pay to the Debtors reasonable amounts from the funds in the Receiver's possession as a result of the Appointment Orders or this Order, subject to the availability of such funds for spending on ordinary living expenses and legal advice and representation, and excluding the following funds from the proceeds of the Saleable Properties noted, which funds shall not be paid to the Debtors without the express written consent of the London Plaintiffs (as defined in the April 25 Order) or further Order of the Court obtained on notice to the London Plaintiffs:

- (i) 33 Theodore Place, Vaughan, Ontario – \$379,968;
- (ii) 42 Clemow Avenue, Sudbury, Ontario – \$615,000; and
- (iii) 1779 Cross Street, Innisfil, Ontario – \$150,626.22;



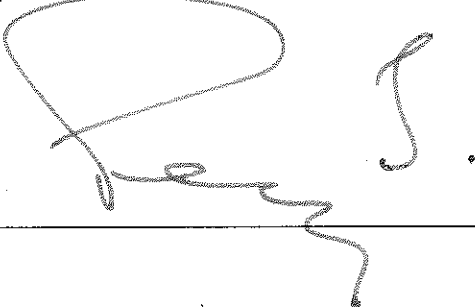
(b) authorize the Debtors to spend reasonable amounts from funds in their power, possession or control otherwise subject to paragraph 3 above on ordinary living expenses and legal advice and representation, and in either case the Debtors shall be entitled to spend such funds on ordinary living expenses and legal advice and representation only.

13. THIS COURT ORDERS that the Receiver shall provide notice to the Applicants and the London Plaintiffs of any amount to be paid or authorized to a Debtor pursuant to paragraph 12 above at least 24 hours prior to making such a payment.

14. THIS COURT ORDERS that if the Receiver and any Debtor cannot agree on reasonable amounts to be paid pursuant to paragraph 12 above, or if the Applicants and/or the London Plaintiffs dispute the reasonableness of any amount proposed to be paid, any of the Receiver, the Debtors, the Applicants, or the London Plaintiffs may seek directions from this Court as to the reasonable quantum to be paid on at least 24 hours' notice to the others.

**COSTS**

15. THIS COURT ORDERS that the Respondents shall pay the Applicants' costs of this Application in an amount to be agreed or fixed by this Court.



A large, stylized handwritten signature in black ink, appearing to be 'R. J.', is written above a horizontal line.

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

JUL 05 2019

PER / PAR: 

GARY STEVENS et al.      SANDY HUTCHENS et al.

-and-

Applicants      Respondents

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

**PROCEEDING COMMENCED AT  
TORONTO**

**JUDGMENT**

**NECPAL LITIGATION PROFESSIONAL  
CORPORATION**

171 John Street, Suite 101  
Toronto, Ontario, M5T 1X3

**Justin Nepal LSO#: 56126J**  
[justin@necpal.com](mailto:justin@necpal.com)

**Tel: 416.646.2920**

**Fax: 1.866.495.8389**

Lawyers for the Applicants

## **TAB 6**



## BROKER REPORT

Report Date: 03-13-2019

## Prepared By:

**GLYNIS BASS**

A Farber & Partners Inc  
 1220 Sheppard Ave E, Suite 300  
 Toronto, Ontario M2K 2S5  
 P:416-496-1200  
 gbass@afarber.com

## Property Information

**Property** 193 MOUNTAIN ST  
**Owner** SUDBURY APARTMENT RENTALS LIMITED  
**Description** PCLS 2388, 3113 AND 21292 SEC SES LT 1 PLAN M28B EXCEPT COMM AT THE S ELY ANGLE OF LT 1; THENCE S 37 DEG 16' W ALONG THE SLY LIMIT OF LT 1 A DISTANCE OF 42 FT 3 INCHES TO THE SLY ANGLE OF SAID LT 1; THENCE S 73 DEG 04" W ALONG THE SLY LIMIT OF SAID LT 1 A DISTANCE OF 10 FT 6 INCHES TO THE SW ANGLE OF LT 1; THENCE N 52 DEG 10" W ALONG THE W LIMIT OF LT 1 A DISTANCE OF 10 FT 6 INCHES TO A POINT; THENCE N 64 DEG 29' E A DISTANCE OF 11 FT MORE OR LESS TO A POINT BEING 11.0 FT N 25 DEG 31' W OF THE SLY ANGLE OF LT 1; THENCE N 52 DEG 00' E A DISTANCE OF 38 FT MORE OR LESS TO THE POC, PLAN ATTACHED IN 33273, NOW PCL 5776 SES; LT 2 PLAN M28B EXCEPT COMMENCING AT THE S ELY ANGLE OF LT 2, THENCE S 73 DEGREES 04' W ALONG THE SLY LIMIT OF LT 2 A DISTANCE OF 63' 2" TO THE S WLY ANGLE OF LT 2, THENCE N64 DEGREES 29'EA DISTANCE OF 62' MORE OR LESS TO A POINT ON THE ELY LIMIT OF LT 2, THENCE S 52 DEGREES 10' E ALONG THE ELY LIMIT OF LT 2 A DISTANCE OF 10' 6" MORE OR LESS TO THE POC; PLAN ATTACHED IN 33273, NOW PCL 5776 SES; EXCEPT COMM AT A POINT IN THE S WESTERN LIMIT OF SAID LT 2 DISTANT 95.0 FT FROM THE MOST SLY ANGLE OF SAID LT; THENCE N 45 DEG 23' W TO A POINT IN THE HIGHWATER MARK OF THE EASTERN BANK OF JUNCTION CREEK; THENCE S WLY FOLLOWING ALONG SAID HIGHWATER MARK TO THE MOST WLY ANGLE OF SAID LT; THENCE S 54 DEG 42' E ALONG THE AFORESAID S WESTERN LIMIT 95.0 FT MORE OR LESS TO THE POC, NOW PCL 21291 SES; EXCEPT PT 1 53R8264; PT LT 3 PLAN M28B COMM AT A POINT IN THE N EASTERN LIMIT OF SAID LT 3 DISTANT 95.0 FT FROM THE MOST ELY ANGLE THEREOF; THENCE S 54 DEG 42' E ALONG SAID N EASTERN LIMIT 95.0 FT TO THE SAID MOST ELY ANGLE; THENCE S 70 DEG 32' W ALONG THE S EASTERN LIMIT OF SAID LT 18.0 FT; THENCE N 45 DEG 23' W TO THE POC; EXCEPT PT 2 53R8264 SUBJECT TO 25265 S/T LT868119 PART 6 & 7 ON PLAN 53R-16220 CITY OF SUDBURY

**Perimeter** 211 m  
**Area** 2144 m<sup>2</sup>  
**PIN** 021320942  
**Registration Type** LT  
**Property Type** Multiplex (7+ units)



**Ownership and Sales History**

**Ownership Information**

Party To: SUDBURY APARTMENT RENTALS LIMITED

Consideration Value: \$ 400,000

**Sales History**

Party To	Registration Date	Consideration Value	Instrument Type
SUDBURY APARTMENT RENTALS LIMITED	11-16-2018	\$ 400,000	Transfer Under Power of Sale (Grant)
193 MOUNTAIN STREET INC.	07-09-2007	\$ 435,000	Transfer
510207 ONTARIO LIMITED	06-15-1987	\$ 76,401	Transfer

**Estimated Value**

Could not compute value (unsupported property type).

**Your report count was not affected.**

**Neighbourhood Profile**

Range: N/A - N/A

Average: N/A

Median: N/A

**Equity Estimate**

Equity Estimate		Estimated Value		Registered Mortgages (Total Face Value)
N/A	=	N/A	less	\$ 0
				0 Mortgages

**Comparable Sales**

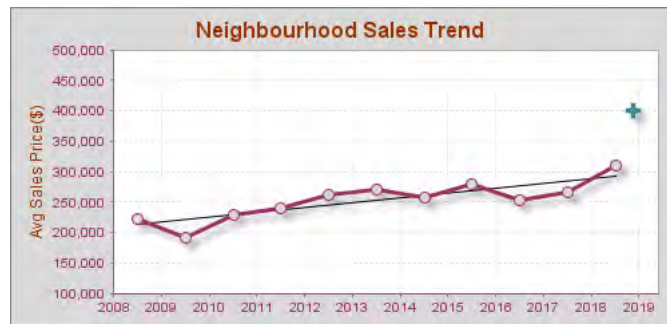
**Neighbourhood Index**

Total LRO Sales: 39,991

Total Block Sales: 604

+ Subject Property Sales Price(s)

○ Average Block Sales Price



**Historical Comparable Sales**

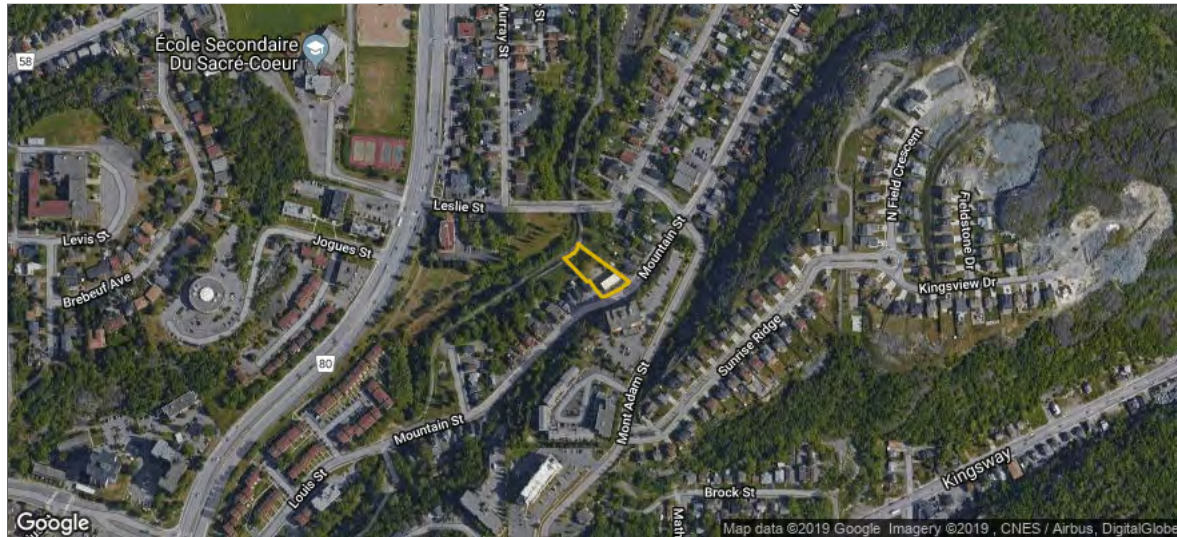
Street Address	Consideration Value	Registration Date	Area (m <sup>2</sup> )	Distance (m)	PIN
----------------	---------------------	-------------------	------------------------	--------------	-----

Street Address	Consideration Value	Registration Date	Area (m <sup>2</sup> )	Distance (m)	PIN
80 SUNRISE RIDGE DR	\$ 415,900	09-28-2018	1,853	100	021321239
108 SUNRISE RIDGE DR	\$ 488,100	04-26-2018	1,982	213	021321244
59 KINGSVIEW DRIVE	\$ 525,500	07-18-2018	2,551	455	021321326

### Comparable Sales (At Valuation Date)

N/A

### Aerial View of Neighbourhood and Subject Property



### Broker Report Information

Valuation Date 03-13-2019  
 AVM Model: Teranet AVM Model  
 AVM Model ID: 0  
 AVM Model Type: N/A

Report ID: 3350896  
 Report Date: 03-13-2019 8:43 PM  
 User ID: 66901  
 Company ID: 27460

### Terms And Conditions

**Reports Not the Official Record.** Reports other than the Parcel Register, obtained through Purview™ Risk Management Services are not the official government record and will not necessarily reflect the current status of interests in land.

**Currency of Information.** Data contained in the Purview reports are not maintained real-time. Data contained in reports, other than the Parcel Register, may be out of date ten business days or more from data contained in POLARIS.

**Coverage.** Data, information and other products and services accessed through the Purview Risk Management Services are limited to certain land registry offices in the areas identified on the [coverage map](#).

**Completeness of the Sales History Report.** Some Sales History Reports may be incomplete due to the amount of data collected during POLARIS title automation. Subject properties may also show nominal consideration or sales price (e.g. \$2) in cases such as transfers between spouses or in tax exempt transfers.

The Property Information Services, reports and information are provided "as is" and your use is subject to the applicable Legal Terms and Conditions. Some information obtained from the Land Registry Information Services is not the official government record and will not reflect the current status of interests in land. Use of personal information contained herein shall relate directly to the purpose for which the data appears in land registry records and is subject to all applicable privacy legislation in respect of personal information. Such information shall not be used for marketing to a named individual.

Prepared By:

**GLYNIS BASS**

A Farber & Partners Inc  
1220 Sheppard Ave E, Suite 300  
Toronto, Ontario M2K 2S5  
P:416-496-1200  
gbass@afarber.com



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Request ID: 020640727  
Transaction ID: 65454179  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2017/08/25  
Time Report Produced: 11:07:05  
Page: 1

# CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>	<b>Incorporation Date</b>
2141249	193 MOUNTAIN STREET INC.	2007/07/04
		<b>Jurisdiction</b>
		ONTARIO
<b>Corporation Type</b>	<b>Corporation Status</b>	<b>Former Jurisdiction</b>
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
<b>Registered Office Address</b>		<b>Date Amalgamated</b>
33 THEODORE PLACE		NOT APPLICABLE
		<b>Amalgamation Ind.</b>
		NOT APPLICABLE
		<b>New Amal. Number</b>
		NOT APPLICABLE
		<b>Notice Date</b>
		NOT APPLICABLE
		<b>Letter Date</b>
		NOT APPLICABLE
<b>Mailing Address</b>		<b>Revival Date</b>
33 THEODORE PLACE		NOT APPLICABLE
		<b>Continuation Date</b>
		NOT APPLICABLE
		<b>Transferred Out Date</b>
		NOT APPLICABLE
		<b>Cancel/Inactive Date</b>
		NOT APPLICABLE
		<b>EP Licence Eff.Date</b>
		NOT APPLICABLE
		<b>EP Licence Term.Date</b>
		NOT APPLICABLE
		<b>Date Commenced in Ontario</b>
		NOT APPLICABLE
		<b>Date Ceased in Ontario</b>
		NOT APPLICABLE
		<b>Number of Directors</b>
		<b>Minimum</b>
		<b>Maximum</b>
		00001
		00010
<b>Activity Classification</b>		
NOT AVAILABLE		

Request ID: 020640727  
Transaction ID: 65454179  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2017/08/25  
Time Report Produced: 11:07:05  
Page: 2

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

2141249

**Corporation Name**

193 MOUNTAIN STREET INC.

**Corporate Name History**

193 MOUNTAIN STREET INC.

**Effective Date**

2007/07/04

**Current Business Name(s) Exist:**

NO

**Expired Business Name(s) Exist:**

NO

**Administrator:  
Name (Individual / Corporation)**

S.  
CRAIG  
HUTCHENS

**Address**

47 PICO CRESCENT  
  
THORNHILL  
ONTARIO  
CANADA L4J 8P4

**Date Began**

2007/07/04

**First Director**

YES

**Designation**

DIRECTOR

**Officer Type**

**Resident Canadian**

Y

Request ID: 020640727  
Transaction ID: 65454179  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2017/08/25  
Time Report Produced: 11:07:05  
Page: 3

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

2141249

**Corporation Name**

193 MOUNTAIN STREET INC.

**Administrator:**

**Name (Individual / Corporation)**

TANYA  
HUTCHENS

**Address**

33 THEODORE PLACE  
  
THORNHILL  
ONTARIO  
CANADA L4J 8E2

**Date Began**

2007/07/04

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type**

**Resident Canadian**

Y

**Administrator:**

**Name (Individual / Corporation)**

TANYA  
HUTCHENS

**Address**

33 THEODORE PLACE  
  
THORNHILL  
ONTARIO  
CANADA L4J 8E2

**Date Began**

2007/07/04

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

SECRETARY

**Resident Canadian**

Y

Request ID: 020640727  
Transaction ID: 65454179  
Category ID: UNE

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2017/08/25  
Time Report Produced: 11:07:05  
Page: 4

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

2141249

**Corporation Name**

193 MOUNTAIN STREET INC.

**Administrator:**

**Name (Individual / Corporation)**

TANYA  
HUTCHENS

**Address**

33 THEODORE PLACE  
  
THORNHILL  
ONTARIO  
CANADA L4J 8E2

**Date Began**

2007/07/04

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

TREASURER

**Resident Canadian**

Y

**Administrator:**

**Name (Individual / Corporation)**

TANYA  
HUTCHENS

**Address**

33 THEODORE PLACE  
  
THORNHILL  
ONTARIO  
CANADA L4J 8E2

**Date Began**

2011/01/01

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

PRESIDENT

**Resident Canadian**

Y

Request ID: 020640727  
Transaction ID: 65454179  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2017/08/25  
Time Report Produced: 11:07:05  
Page: 5

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

**Corporation Name**

2141249

193 MOUNTAIN STREET INC.

**Last Document Recorded**

<b>Act/Code</b>	<b>Description</b>	<b>Form</b>	<b>Date</b>
CIA	ANNUAL RETURN 2011	1C	2012/12/08

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

**TAB 7**

LRO # 53 Transfer: Power Of Sale

Registered as SD366988 on 2018 11 16 at 15:03

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

yyyy mm dd Page 1 of 4

**Properties**

PIN	02132 - 0942 LT	Interest/Estate	Fee Simple
Description	PCLs 2388, 3113 AND 21292 SEC SES LT 1 PLAN M28B EXCEPT COMM AT THE S ELY ANGLE OF LT 1; THENCE S 37 DEG 18' W ALONG THE SLY LIMIT OF LT 1 A DISTANCE OF 42 FT 3 INCHES TO THE SLY ANGLE OF SAID LT 1; THENCE S 73 DEG 04' W ALONG THE SLY LIMIT OF SAID LT 1 A DISTANCE OF 10 FT 6 INCHES TO THE SW ANGLE OF LT 1; THENCE N 52 DEG 10' W ALONG THE W LIMIT OF LT 1 A DISTANCE OF 10 FT 6 INCHES TO A POINT; THENCE N 84 DEG 29' E A DISTANCE OF 11 FT MORE OR LESS TO A POINT BEING 11.0 FT N 25 DEG 31' W OF THE SLY ANGLE OF LT 1; THENCE N 52 DEG 00' E A DISTANCE OF 38 FT MORE OR LESS TO THE POC, PLAN ATTACHED IN 33273, NOW PCL 5776 SES; LT 2 PLAN M28B EXCEPT COMMENCING AT THE S ELY ANGLE OF LT 2, THENCE S 73 DEGREES 04' W ALONG THE SLY LIMIT OF LT 2 A DISTANCE OF 63' 2" TO THE S WLY ANGLE OF LT 2, THENCE N64 DEGREES 29'EA DISTANCE OF 62' MORE OR LESS TO A POINT ON THE ELY LIMIT OF LT 2, THENCE S 52 DEGREES 10' E ALONG THE ELY LIMIT OF LT 2 A DISTANCE OF 10' 6" MORE OR LESS TO THE POC; PLAN ATTACHED IN 33273, NOW PCL 5776 SES; EXCEPT COMM AT A POINT IN THE S WESTERN LIMIT OF SAID LT 2 DISTANT 95.0 FT FROM THE MOST SLY ANGLE OF SAID LT; THENCE N 45 DEG 23' W TO A POINT IN THE HIGHWATER MARK OF THE EASTERN BANK OF JUNCTION CREEK; THENCE S WLY FOLLOWING ALONG SAID HIGHWATER MARK TO THE MOST WLY ANGLE OF SAID LT; THENCE S 54 DEG 42' E ALONG THE AFORESAID S WESTERN LIMIT 95.0 FT MORE OR LESS TO THE POC, NOW PCL 21291 SES; EXCEPT PT 1 53R8264; PT LT 3 PLAN M28B COMM AT A POINT IN THE N EASTERN LIMIT OF SAID LT 3 DISTANT 95.0 FT FROM THE MOST ELY ANGLE THEREOF; THENCE S 54 DEG 42' E ALONG SAID N EASTERN LIMIT 95.0 FT TO THE SAID MOST ELY ANGLE; THENCE S 70 DEG 32' W ALONG THE S EASTERN LIMIT OF SAID LT 18.0 FT; THENCE N 45 DEG 23' W TO THE POC; EXCEPT PT 2 53R8264 SUBJECT TO 25285 S/T LT868119 PART 6 & 7 ON PLAN 53R-16220 CITY OF SUDBURY		
Address	193 MOUNTAIN STREET SUDBURY		

**Source Instruments**

Registration No.	Date	Type of Instrument
SD109042	2008 04 01	Charge/Mortgage
SD354492	2018 04 20	Transfer Of Charge

**Consideration**

Consideration	\$400,000.00
---------------	--------------

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

Name	JBD HUTCHENS FAMILY HOLDINGS INC.
Address for Service	33 Theodore Place, Thornhill, Ontario, L4J 8E2

I, Tanya Hutchens, have the authority to bind the corporation.

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

**Transferee(s)**

Name	Capacity	Share
SUDBURY APARTMENT RENTALS LIMITED	Registered Owner	
Address for Service	1333 Chelsea Avenue, Hanmer, Ontario, P3P 1Z4	

**Document(s) to be Deleted**

The encumbrance(s) listed in the related deletions field is/are subsequent in priority to the charge and is/are to be deleted

Registration No.	Date	Type of Instrument
SD222281	2012/03/29	Charge/Mortgage
SD354493	2018/04/20	Notice
SD340606	2017/08/03	Notice Of Security Interest

**Statements**

The document is authorized under the charge and the Mortgages Act.

The sale proceedings and transfer comply with the charge, the Mortgages Act, and if applicable the Bankruptcy and Insolvency Act (Canada), the Condominium Act, the Construction Lien Act and the Farm Debt Mediation Act (Canada).

The charge was in default at the time notice of sale was given and continues to be in default and the money has been advanced under the

LRO # 53 Transfer: Power Of Sale

Registered as SD386988 on 2018 11 16 at 15:03

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

yyyy mm dd Page 2 of 4

**Statements**

charge.

This transaction is not subject to any writs of execution

Title to the land is not subject to spousal rights under the Family Law Act

Schedule: Notice of Sale under Charge/Mortgage of Land was given on September 17, 2018. With respect to related deletion SD340606, a Notice of Security Interest, to the best of chargee's knowledge and belief the security interest was attached to the goods after they became fixtures, and the chargee, did not consent in writing to the security interest or disclaim an interest in the goods as fixtures.

**Signed By**

Michael Phillip Splro	207-3625 Dufferin St. Toronto M3K 1Z2	acting for Transferor(s)	First Signed	2018 11 16
-----------------------	---	-----------------------------	-----------------	------------

Tel 416-630-1370

Fax 416-633-2229

Michael Phillip Spiro	207-3625 Dufferin St. Toronto M3K 1Z2	acting for Transferor(s)	Last Signed	2018 12 19
-----------------------	---	-----------------------------	----------------	------------

Tel 416-630-1370

Fax 416-633-2229

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

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

John Robert Leblanc	15 Mackenzie Street Sudbury P3C 4Y1	acting for Transferee(s)	First Signed	2018 11 16
---------------------	---	-----------------------------	-----------------	------------

Tel 705-675-7521

Fax 705-675-7390

John Robert Leblanc	15 Mackenzie Street Sudbury P3C 4Y1	acting for Transferee(s)	Last Signed	2018 12 19
---------------------	---	-----------------------------	----------------	------------

Tel 705-675-7521

Fax 705-675-7390

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

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

**Submitted By**

DESMARAIS, KEENAN LLP	15 Mackenzie Street Sudbury P3C 4Y1	2018 12 19
-----------------------	---	------------

Tel 705-675-7521

Fax 705-675-7390

**Fees/Taxes/Payment**

Statutory Registration Fee	\$64.40
Provincial Land Transfer Tax	\$4,475.00
Total Paid	\$4,539.40

**File Number**

Transferor Client File Number :	9051
Transferee Client File Number :	98400



**LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 02132 - 0942 PCLs 2388, 3113 AND 21292 SEC SES LT 1 PLAN M28B EXCEPT COMM AT THE S ELY ANGLE OF LT 1; THENCE S 37 DEG 16' W ALONG THE SLY LIMIT OF LT 1 A DISTANCE OF 42 FT 3 INCHES TO THE SLY ANGLE OF SAID LT 1; THENCE S 73 DEG 04' W ALONG THE SLY LIMIT OF SAID LT 1 A DISTANCE OF 10 FT 6 INCHES TO THE SW ANGLE OF LT 1; THENCE N 52 DEG 10' W ALONG THE W LIMIT OF LT 1 A DISTANCE OF 10 FT 6 INCHES TO A POINT; THENCE N 64 DEG 29' E A DISTANCE OF 11 FT MORE OR LESS TO A POINT BEING 11.0 FT N 25 DEG 31' W OF THE SLY ANGLE OF LT 1; THENCE N 52 DEG 00' E A DISTANCE OF 36 FT MORE OR LESS TO THE POC, PLAN ATTACHED IN 33273, NOW PCL 5776 SES; LT 2 PLAN M28B EXCEPT COMMENCING AT THE S ELY ANGLE OF LT 2, THENCE S 73 DEGREES 04' W ALONG THE SLY LIMIT OF LT 2 A DISTANCE OF 83' 2" TO THE S WLY ANGLE OF LT 2, THENCE N64 DEGREES 29'EA DISTANCE OF 62' MORE OR LESS TO A POINT ON THE ELY LIMIT OF LT 2, THENCE S 52 DEGREES 10' E ALONG THE ELY LIMIT OF LT 2 A DISTANCE OF 10' 6" MORE OR LESS TO THE POC; PLAN ATTACHED IN 33273, NOW PCL 5776 SES; EXCEPT COMM AT A POINT IN THE S WESTERN LIMIT OF SAID LT 2 DISTANT 95.0 FT FROM THE MOST SLY ANGLE OF SAID LT; THENCE N 45 DEG 23' W TO A POINT IN THE HIGHWATER MARK OF THE EASTERN BANK OF JUNCTION CREEK; THENCE S WLY FOLLOWING ALONG SAID HIGHWATER MARK TO THE MOST WLY ANGLE OF SAID LT; THENCE S 54 DEG 42' E ALONG THE AFORESAID S WESTERN LIMIT 95.0 FT MORE OR LESS TO THE POC, NOW PCL 21291 SES; EXCEPT PT 1 53R8264; PT LT 3 PLAN M28B COMM AT A POINT IN THE N EASTERN LIMIT OF SAID LT 3 DISTANT 95.0 FT FROM THE MOST ELY ANGLE THEREOF; THENCE S 54 DEG 42' E ALONG SAID N EASTERN LIMIT 95.0 FT TO THE SAID MOST ELY ANGLE; THENCE S 70 DEG 32' W ALONG THE S EASTERN LIMIT OF SAID LT 18.0 FT; THENCE N 45 DEG 23' W TO THE POC; EXCEPT PT 2 53R8264 SUBJECT TO 25265 S/T LT868119 PART 6 & 7 ON PLAN 53R-16220 CITY OF SUDBURY

BY: JBD HUTCHENS FAMILY HOLDINGS INC.  
 TO: SUDBURY APARTMENT RENTALS LIMITED Registered Owner

1. PAUL CHARBONNEAU

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for SUDBURY APARTMENT RENTALS LIMITED described in paragraph(s) (C) above.
- (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$400,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$400,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$400,000.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for the purposes of section 5.0.1 of the Land Transfer Tax Act is required to be provided for this conveyance. The information has been provided as confirmed by A597371.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (a) This is not a conveyance of land that is located within the "specified region".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

**PROPERTY Information Record**

A. Nature of Instrument: Transfer: Power Of Sale  
 LRO 53 Registration No. SD366988 Date: 2018/11/18



## **TAB 8**

### *1. Real Property*

84. As indicated above, the Interim Order and March Order list certain Properties over which they appointed the Receiver. There are 14 Properties listed Schedule B to the March Order, comprising 20 registry parcels.<sup>2</sup> One or more Debtors are the registered owners of each. The Properties are all located in Ontario, in Sudbury (nine properties), Thornhill/Vaughan (one property), and Innisfil (four properties). They include both single-unit and multi-unit residential properties. Most are rented to tenants. The Receiver notes that one listed Property, 193 Mountain Street, Sudbury, was in fact sold in November 2018.

85. A table summarizing the estimated values, mortgage charges, estimated equity, and registered CPLs for each of the Properties is attached at **Appendix 39**. The estimates of value and equity are based on Purview's algorithmic estimates and are not formally appraised values.

86. The Properties have an estimated total value of CA\$8,493,400. To date, the Receiver has identified registered mortgage charges totaling CA\$4,308,251 as well as a \$2.0 million charge on five of the Properties registered by a law firm that represents Sandy and Tanya in the Colorado Class Action. These registrations are described in the Claims section, below.

87. One of the Properties, 367-369 Howie Drive, Sudbury, appears to be 40% owned (indirectly) by a group of co-investors. The others are owned outright by Tanya, Sandy, or other Debtors of whom Sandy and Tanya are the sole shareholders (beneficiary, in the case of the Estate of Judith Hutchens, Sandy's sister).

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<sup>2</sup> The March Order added two Properties to those listed in Schedule B to the Interim Appointment Order, namely 17 Serpentine Street, Sudbury and 42 Clemow Avenue, Sudbury.

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Street Inc. an Ontario corporation with a registered head office at Tanya's home address 33 Theodore Place, Thornhill and of which she and Sandy are the sole directors. Sandy has advised that he is the company's sole shareholder.

### 3. *Unsecured*

118. In addition to (a) the secured claimants, whose claims may be unsecured as well as secured; and (b) trade creditors and tax authorities in relation to the Income Producing Properties, the Receiver is aware of one additional judgment creditor. Catherine Atchison holds a judgment dated October 27, 2017 against Sandy, Canadian Funding Corporation and "The Estate of Judith Alexander [*sic*]" in the amount of \$313,530.23 plus accruing interest. Her counsel has provided the corresponding documents to the Receiver. The Receiver understands that Ms. Atchison loaned money to the Debtors secured by certain properties, that she sold those properties pursuant to a power of sale after the Debtors defaulted on the loans, and that Ms. Atchison obtained judgment in the amount of the deficiency.

## V. CONTROL AND MANAGEMENT OF INCOME PRODUCING PROPERTIES

119. Paragraph 2 of the March Order empowers and authorizes the Receiver to take possession of, and exercise control over, certain of the Properties that produce rental income (the "**Income Producing Properties**"). The Income Producing Properties consist of eight multi-residential or single-family residences in Sudbury, Ontario (the "**Sudbury Rentals**") and four single-family cottages in Innisfil, Ontario (the "**Innisfil Rentals**") at the following municipal addresses:

- (a) 29 Laren Street, Sudbury;
- (b) 3415 Errington Avenue, Sudbury;
- (c) 3419 Errington Avenue, Sudbury;

- (d) 331 Regent Street, Sudbury;
- (e) 110-114 Pine Street, Sudbury;
- (f) 1779 Cross Street, Sudbury;
- (g) 367-369 Howey Drive, Sudbury;
- (h) 42 Clemow Avenue, Sudbury;
- (i) 1889 Simcoe Boulevard, Innisfil;
- (j) 1790 Cross Street, Innisfil;
- (k) 1479 Maple Road, Innisfil; and
- (l) 17 Serpentine Street, Innisfil.<sup>4</sup>

120. The following subsections report on:

- (a) The steps the Receiver has taken with respect to the Income Producing Properties;
- (b) The physical and financial condition of the Income Producing Properties, which in most cases is quite poor; and
- (c) The Receiver's cash flow forecast for the Income Producing Properties and the Receiver's arrangements to borrow funds to meet the deficiency between available and required cash.

#### **E. Steps Taken**

121. Following the March Order, the Receiver undertook the following steps with respect to the Income Producing Properties:

- (a) Reviewing and verifying tenancies and rent rolls;

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<sup>4</sup> The March Order included a ninth Sudbury property, at the municipal address 193 Mountain Street, Sudbury. However, the Debtors sold that Property prior to the Receiver's appointment. The Receiver therefore has not taken any steps with respect to its control or management.

STEVENS *et al.*  
Applicants

-and-

HUTCHENS *et al.*  
Respondents

Court File No. CV-18-608271-00CL

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

Proceeding commenced at Toronto

**MOTION RECORD OF THE RECEIVER**  
**(Motion Returnable December 18, 2019)**

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