

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE *MR.*

FRIDAY, THE 24TH

JUSTICE *HAINES*

DAY OF AUGUST, 2018



LLOYDS UNDERWRITERS and 3303128 CANADA INC.
T/A ALTERNATIVE RISK SERVICES

Applicants

- and -

RE/MAX RIGHT CHOICE INC.

Respondent

RECEIVERSHIP CLAIMS PROCEDURE ORDER

THIS MOTION, made by A. Farber & Partners Inc. (“**Farber**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of: (a) any and all funds in the bank accounts of Toronto Right Choice Brokerage Inc. (formerly Re/Max Right Choice Inc.) (the “**Debtor**”) as at the date of the Appointment Order (as defined below) (the “**Existing Funds**”), including, without limitation, any such funds affected by a Freeze Order made pursuant to section 25 of the *Real Estate and Business Brokers Act, 2002* (Ontario) (the “**Real Estate Act**”) on November 1, 2017 (the “**Freeze Order**”); and (b) any and all real estate commissions owing to the Debtor (the “**Go-Forward Commissions**”, and together with the Go-Forward Commissions, the “**Property**”), for an order approving a procedure for the determination and resolution of claims filed against the Property in this proceeding and authorizing the Receiver to

administer such claims process in accordance with its terms and making certain distributions in accordance with its results, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report of the Receiver dated August 9, 2018 (the “**First Report**”), and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list although duly served as appears from the affidavit of service of Susy Moniz sworn August 14, 2018,

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that for the purposes of this Order, the following terms shall have the following meanings:

- (a) “**Appointment Date**” means January 8, 2018;
- (b) “**Appointment Order**” means the Order of the Honourable Mr. Justice Hainey of the Court made on the Appointment Date in this proceeding;
- (c) “**Books and Records**” means the written material obtained by the Receiver in respect of the Property;
- (d) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (e) “**ClaimsPro**” means ClaimsPro LLP;
- (f) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (g) “**Cover Holder**” means 3303128 Canada Inc. T/A Alternative Risk Services;

- (h) **“Cover Holder Debtor’s Webpage”** means <http://www.reco-claims.ca/cp2017-002>;
- (i) **“Excluded Receivership Claim”** means any claim secured by the Receiver’s Charge (as defined in the Appointment Order) and any claim secured by the Receiver’s Borrowings Charge (as defined in the Appointment Order);
- (j) **“Insurance Claim”** means a claim filed under the Insurance Claims Procedure;
- (k) **“Insurance Claims Procedure”** means the claims procedure under the Professional Liability Insurance in respect of the Debtor, the submission instructions for which are found on the Cover Holder Debtor’s Webpage;
- (l) **“Insurer”** means certain Lloyds Underwriters;
- (m) **“Notice of Acceptance, Revision or Disallowance”** means a notice delivered by the Receiver informing a Receivership Creditor that the Receiver has accepted, revised or disallowed all or any part of such Receivership Creditor’s Receivership Claim, which notice shall be substantially in the form attached hereto as **Schedule “A”** and shall set out the reasons for such allowance, revision and/or disallowance, as applicable;
- (n) **“Notice of Dispute”** means a notice delivered to the Receiver by a Receivership Creditor disputing a Notice of Acceptance, Revision or Disallowance, which notice shall be substantially in the form attached hereto as **Schedule “B”** and shall set out the reasons for the dispute;
- (o) **“Notice to Receivership Creditors”** means the notice publicizing this Receivership Claims Procedure to be published in accordance with this Receivership Claims Procedure Order;
- (p) **“Person”** means any individual, general or limited partnership, firm, association, joint venture, trust, entity, corporation, limited or unlimited liability company, unincorporated organization, trade union, pension plan administrator, pension

plan regulator, governmental authority or agency, employee or other association, or any other juridical entity howsoever designated or constituted;

- (q) **“Professional Liability Insurance”** means the professional liability insurance program in which real estate brokerages, brokers and salespersons are required by the Real Estate Act to participate, which Professional Liability Insurance is underwritten by the Insurer through itself and the Cover Holder, and for which ClaimsPro is the independent adjuster and is responsible for receiving and investigating claims made thereunder;
- (r) **“Proven Insurance Claim”** means the amount and classification of any Insurance Claim as finally determined in accordance with the Insurance Claims Procedure;
- (s) **“Proven Receivership Claim”** means the amount and classification of any Receivership Claim as finally determined in accordance with this Receivership Claims Procedure;
- (t) **“Receiver’s Website”** means <https://farbergroup.com/engagements/remax-right-choice-inc/>;
- (u) **“Receivership Claim”** means any right of any Person against any of the Property in connection with any indebtedness, liability or obligation of any kind (including, without limitation, by operation of a trust), whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future that could be asserted by way of set-off, counterclaim or otherwise, which indebtedness, liability or obligation is based in whole or in part on facts existing on or prior to the date of this Receivership Claims Procedure Order (each, a **“Receivership Claim”** and,

collectively, the “**Receivership Claims**”), provided, however, that no “**Receivership Claim**” shall include an Excluded Receivership Claim;

- (v) “**Receivership Claims Bar Date**” means 5:00 p.m. (Toronto time) on **November 16, 2018**;
- (w) “**Receivership Claims Procedure**” means the procedures outlined in this Receivership Claims Procedure Order, including the Schedules hereto; and
- (x) “**Receivership Claims Procedure Order**” means this Order; and
- (y) “**Receivership Creditor**” means any Person having a Receivership Claim, including, without limitation, any beneficiary of any Property held in trust.

NOTICE TO CREDITORS AND OTHERS

3. THIS COURT ORDERS that:

- (a) the Receiver shall, no later than five Business Days following the issuance of this Receivership Claims Procedure Order:
 - (i) post a copy of the Receivership Claims Procedure Order (together with all Schedules) on the Receiver’s Website; and
 - (ii) post a link to the Cover Holder Debtor’s Website on the Receiver’s Website; and
- (b) the Receiver shall, no later than September 7, 2018, cause to be published a Notice to Receivership Creditors in both The Toronto Star and The Globe and Mail, National Edition.

INITIAL ELIGIBILITY FOR CONSIDERATION BY THE RECEIVER

4. THIS COURT ORDERS that all Receivership Creditors shall file an Insurance Claim in the Insurance Claims Process by the Receivership Claims Bar Date and in accordance with paragraph 5 of this Receivership Claims Procedure Order. For greater certainty, a Receivership

Creditor may elect to indicate on its corresponding Insurance Claim that such Insurance Claim should not be considered for Professional Liability Insurance purposes.

5. **THIS COURT ORDERS** that, for the purpose of the Receivership Claims Procedure, all Insurance Claims, together with supporting documentation in respect of each such Insurance Claim, must be filed with ClaimsPro in accordance with the Insurance Claims Procedure, such that they are received by ClaimsPro by no later than the Receivership Claims Bar Date.

6. **THIS COURT ORDERS** that any Receivership Creditor that does not file an Insurance Claim in accordance with the requirements of paragraphs 4 and 5 of this Receivership Claims Procedure Order:

- (a) shall be and is hereby forever barred from asserting or enforcing any such Receivership Claim;
- (b) shall not be entitled to receive any distributions from any of the Property; and
- (c) shall not be entitled to any further notice in, and shall not be entitled to participate in this proceeding commenced by the Appointment Order, except to the extent that such notice or participation is based exclusively on an Excluded Claim.

7. **THIS COURT ORDERS** that, notwithstanding anything else in this Receivership Claims Procedure Order, the Receivership Claims Bar Date does not apply to the Insurer (save and except that the Receiver may make distributions to the Insurer in accordance with paragraph 24 of this Receivership Claims Procedure Order after the Receivership Claims Bar Date), such that, for greater certainty, the Receiver may continue to accept Receivership Claims from the Insurer after the Receivership Claims Bar Date.

DETERMINATION OF RECEIVERSHIP CLAIMS

8. **THIS COURT ORDERS** that the Receiver shall review (and, for greater certainty, ClaimsPro shall permit the Receiver to review) all Insurance Claims filed on or before the Receivership Claims Bar Date and that the Receiver may accept, revise or disallow (in whole or in part) each Insurance Claim as a Receivership Claim in the Receivership Claims Procedure. For greater certainty, and notwithstanding anything else in this Receivership Claims Procedure

Order, the Receiver shall have no authority to accept, revise or disallow (in whole or in part) any Insurance Claim as a Proven Insurance Claim for the purpose of the Insurance Claims Procedure. Upon accepting, revising or disallowing (in whole or in part) an Insurance Claim as a Receivership Claim in the Receivership Claims Procedure, the Receiver shall send a Notice of Acceptance, Revision or Disallowance to the Receivership Creditor. At any time, the Receiver may request additional information with respect to any Receivership Claim, and may request that the Receivership Creditor file additional materials to support its Receivership Claim.

9. **THIS COURT ORDERS** that the Receiver may attempt to resolve the classification and amount of any Receivership Claim with the Receivership Creditor on a consensual basis prior to accepting, revising or disallowing such Receivership Claim.

10. **THIS COURT ORDERS** that where a Receivership Claim has been revised or disallowed (in whole or in part) by a Notice of Acceptance, Revision or Disallowance, the revised or disallowed portion of that Receivership Claim shall not establish a Proven Receivership Claim unless the Receivership Creditor has disputed the revision or disallowance and proven the revised or disallowed Receivership Claim (or portion thereof) in accordance with paragraphs 13-15 of this Receivership Claims Procedure Order.

NOTICES OF DISPUTE

11. **THIS COURT ORDERS** that if a Receivership Creditor disputes the Notice of Acceptance, Revision or Disallowance and intends to contest the Notice of Acceptance, Revision or Disallowance then such Receivership Creditor shall deliver a Notice of Dispute by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission so that such Notice of Dispute is received by the Receiver by no later than 5:00 p.m. (Toronto time) on the Business Day which is fourteen (14) days after delivery of the Notice of Acceptance, Revision or Disallowance or such later date as the Receiver may agree in writing or the Court may order. The filing of a Notice of Dispute with the Receiver within the time limited therefore shall constitute an application to have the amount or status of such Receivership Claim determined as set out in paragraphs 13-15 hereof.

12. **THIS COURT ORDERS** that where a Receivership Creditor that receives a Notice of Acceptance, Revision or Disallowance fails to file a Notice of Dispute with the Receiver within

the time limited therefore, the amount and status of such Creditor's Claim shall be deemed to be as set out in the Notice of Acceptance, Revision or Disallowance and such amount and status, if any, shall constitute such Receivership Creditor's Proven Receivership Claim.

RESOLUTION OF CLAIMS

13. **THIS COURT ORDERS** that as soon as practicable after the delivery of the Notice of Dispute to the Receiver, the Receiver may:

- (a) attempt to resolve the classification and amount of the Receivership Claim with the Receivership Creditor on a consensual basis; and/or
- (b) schedule an appointment with the Court for the purpose of scheduling a motion to have the classification and/or amount of the Receivership Claim determined by the Court, and at such motion the Receivership Creditor shall be deemed to be the applicant and the Receiver shall be deemed to be the respondent.

14. **THIS COURT ORDERS** that notwithstanding the other provisions of this Receivership Claims Procedure Order, the Receiver may make a motion to the Court for a final determination of a Receivership Claim at any time, whether or not a Notice of Acceptance, Revision or Disallowance has been sent by the Receiver.

15. **THIS COURT ORDERS** that in the event that the dispute between the Receivership Creditor and the Receiver is not settled within a time period or in a manner satisfactory to the Receiver, the Receiver may make a motion to the Court for the final determination of the Receivership Creditor's Receivership Claim.

ADEQUACY OF INFORMATION/CURRENCY

16. **THIS COURT ORDERS** that:

- (a) the Receiver may, where it is satisfied that a Receivership Claim has been adequately proven, waive strict compliance with the requirements of this Receivership Claims Procedure Order as to completion and submission of a corresponding Insurance Claim; and

- (b) any Receivership Claims denominated in a currency other than Canadian dollars shall, for the purposes of this Receivership Claims Procedure Order, be converted to, and constitute obligations in, Canadian dollars, such calculation to be effected by the Receiver using the Bank of Canada noon spot rate on the Appointment Date.

NOTICE OF TRANSFEREES

17. **THIS COURT ORDERS** that the Receiver shall not be obligated to give notice to or otherwise deal with a transferee or assignee of a Receivership Claim as the Receivership Creditor in respect thereof unless:

- (a) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Receiver; and
- (b) the Receiver shall have acknowledged in writing such transfer or assignment,

and thereafter such transferee or assignee shall for the purposes hereof constitute the "Receivership Creditor" in respect of such Receivership Claim. Any such transferee or assignee of a Receivership Claim, and such Receivership Claim, shall be bound by any notices given or steps taken in respect of such Receivership Claim in accordance with this Receivership Claims Procedure Order prior to the written acknowledgement by the Receiver of such transfer or assignment.

18. **THIS COURT ORDERS** that if the holder of a Receivership Claim has transferred or assigned the whole of such Receivership Claim to more than one Person or part of such Receivership Claim to another Person or Persons, such transfer or assignment shall not create a separate Receivership Claim or Receivership Claims and such Receivership Claim shall continue to constitute and be dealt with as a single Receivership Claim notwithstanding such transfer or assignment, and the Receiver shall in each such case not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Receivership Claim only as a whole and then only to and with the Person last holding such Receivership Claim in whole as the Receivership Creditor in respect of such Receivership Claim. Provided that a transfer or assignment of the Receivership Claim has taken place in accordance

with paragraph 17 of this Receivership Claims Procedure Order and the Receiver has acknowledged in writing such transfer or assignment, the person last holding such Receivership Claim in whole as the Receivership Creditor in respect of such Receivership Claim may by notice in writing to the Receiver direct that subsequent dealings in respect of such Receivership Claim, but only as a whole, shall be with a specified Person and, in such event, such Receivership Creditor, such transferee or assignee of the Receivership Claim and the whole of such Receivership Claim shall be bound by any notices given or steps taken in respect of such Receivership Claim by or with respect to such Person in accordance with this Receivership Claims Procedure Order.

19. **THIS COURT ORDERS** that the Receiver is under no obligation to give notice to any Person other than the Receivership Creditor holding the Receivership Claim and shall, without limitation, have no obligation to give notice to any Person holding a security interest, lien, or charge in, or a pledge or assignment by way of security in, a Receivership Claim.

20. **THIS COURT ORDERS** that the transferee or assignee of any Receivership Claim:

- (a) shall take the Receivership Claim subject to the rights and obligations of the transferor/assignor of the Receivership Claim, and subject to the rights of the Debtor and the Receiver against any such transferor or assignor, including any rights of set-off which the Debtor had against such transferor or assignor; and
- (b) cannot use any transferred or assigned claim to reduce any amount owing by the transferee or assignee to the Debtor or the Receiver, whether by way of set-off, application, merger, consolidation or otherwise.

SET OFF, ETC.

21. **THIS COURT ORDERS** that the Receiver may set off (whether by way of legal, equitable or contractual set-off) against the Receivership Claims of any Receivership Creditor, any claims of any nature whatsoever, including, without limitation, contingent claims, that the Debtor may have against such Receivership Creditor arising prior to the entry of this Receivership Claims Procedure Order, provided that such set-off satisfies the requirements for legal, equitable or contractual set-off to the extent permitted by applicable law as may be

determined by the Court. If there is any dispute between the Receiver and the applicable Receivership Creditor, however, neither the failure to assert set-off nor the allowance of any Receivership Claim hereunder shall constitute a waiver or release by the Receiver of any such claim that the Receiver may have against such Receivership Creditor.

DISTRIBUTIONS

22. **THIS COURT ORDERS** that the Holdback (as defined in the First Report) be and is hereby approved.

23. **THIS COURT ORDERS** that this Receivership Claims Procedure Order does not, and is not intended to, provide any Person with any entitlement to receive any distribution from any of the Property, save and except in accordance with paragraph 24 of this Receivership Claims Procedure Order, pursuant to which (and, for greater certainty, by virtue of the Holdback and the quantum of the Property) no Receivership Creditor shall be entitled to receive from the Property the full amount of such Receivership Creditor's Proven Receivership Claim.

24. **THIS COURT ORDERS** that, after the Receivership Claims Bar Date and relying upon the results of the Receivership Claims Procedure, the Receiver be and is hereby authorized to make distributions in respect of Proven Receivership Claims, without further Order of this Court and net of the applicable Holdback, according to the distribution methodology provided in the First Report; provided, however, that the Receiver is not yet authorized without further Order of this Court to make any distribution in respect of any secured Proven Receivership Claims (should any secured Proven Receivership Claims be made).

25. **THIS COURT ORDERS** that any and all secured Receivership Claims, should any be made, be and are limited to the Pre-Freeze Order Existing Funds (as defined in the First Report).

DIRECTIONS

26. **THIS COURT ORDERS** that the Receiver may, at any time, and with such notice as this Court may require, seek directions from this Court with respect to this Receivership Claims Procedure Order, the Receivership Claims Procedure set out herein and the forms attached as Schedules hereto.

SERVICE AND NOTICE

27. **THIS COURT ORDERS** that the Receiver shall be at liberty to deliver Notices of Acceptance, Revision or Disallowance, and any letters, notices, distributions or other documents or materials to Receivership Creditors or other interested Persons, as applicable, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such Persons at the address as last shown in any Insurance Claim submitted by such Receivership Creditor or, in all other cases, at the address that the Receiver has been able to source for such Person, if any, and any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by prepaid ordinary mail, on the fourth Business Day after mailing.

28. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Notices of Dispute) to be given under this Receivership Claims Procedure Order by a Receivership Creditor to the Receiver shall be in writing substantially in the form, if any, provided for in this Receivership Claims Procedure Order and will be sufficiently given only if given by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission addressed to:

A. Farber & Partners Inc.
in its capacity as the Court-appointed Receiver re Re/Max Right Choice Inc.
150 York Street, Suite 1600
Toronto, Ontario
Canada M5H 3S5

Attention: Michael Litwack
E-mail: mlitwack@farbergroup.com

Any such notice or other communication by a Receivership Creditor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day.

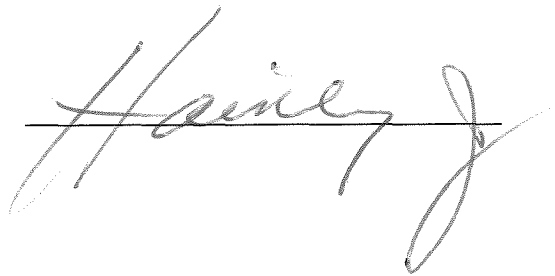
PROTECTIONS FOR THE RECEIVER

29. **THIS COURT ORDERS** that in carrying out the terms of this Receivership Claims Procedure Order:

- (a) the Receiver shall have all the protections given to it by each of the Appointment Order and as an officer of this Court, as applicable, including the stay of proceedings in its favour;
- (b) the Receiver shall incur no liability or obligation as a result of the carrying out of the provisions of this Receivership Claims Procedure Order;
- (c) the Receiver shall be entitled to rely on the Books and Records without independent investigation; and
- (d) the Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such Books and Records.

MISCELLANEOUS

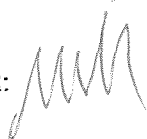
30. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court of any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada) and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States of America, and of any other nation or state, to act in aid of and to be complementary to this Court in carrying out the terms of this Receivership Claims Procedure Order.



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

AUG 24 2018

PER / PAR:



SCHEDULE "A"

NOTICE OF ACCEPTANCE, REVISION OR DISALLOWANCE OF CLAIM REFERENCE NUMBER _____

Please read carefully the Instruction Letter accompanying this Notice.

TO: [insert name of creditor]

A. Farber & Partners Inc., in its capacity as the court-appointed Receiver pursuant to the Appointment Order of the Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made January 8, 2018 in the proceedings involving Toronto Right Choice Brokerage Inc. (formerly Re/Max Right Choice Inc.) (in such capacity, the "**Receiver**"), hereby gives you notice that the Receiver has reviewed your claim submitted pursuant to the Receivership Claims Procedure Order of the Court made August 24, 2018 (the "**Receivership Claims Procedure Order**"), and has accepted, revised or rejected your Receivership Claim (as defined in the Receivership Claims Procedure Order) or any part thereof or any information relating thereto, as follows:

| The Claim/Information as Submitted | The Claim/Information as Accepted |
|------------------------------------|-----------------------------------|
| | |
| | |

Reasons for Acceptance, Revision or Disallowance:

[insert explanation]

If you do not agree with this Notice of Acceptance, Revision or Disallowance, please take notice of the following:

1. **If you dispute this Notice of Acceptance, Revision or Disallowance, you must, no later than 5:00 p.m. (Toronto time) on [_____], being the Business Day which is fourteen days after the Notice of Acceptance, Revision or Disallowance is sent by the Receiver (see paragraph 11 of the Receivership Claims Procedure Order), notify the Receiver by delivery of a Notice of Dispute. The form of Notice of Dispute is enclosed.**
2. **IF YOU DO NOT DELIVER A NOTICE OF DISPUTE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF ACCEPTANCE, REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU AND YOUR RECEIVERSHIP CLAIM SHALL BE DEEMED TO BE AS SET OUT IN THIS NOTICE OF ACCEPTANCE, REVISION OR DISALLOWANCE.**

DATED at Toronto, this ____, day of _____, 2018.

**A. FARBER & PARTNERS INC.,
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER PURSUANT TO THE
APPOINTMENT ORDER OF THE HONOURABLE MR. JUSTICE HAINEY MADE
JANUARY 8, 2018, AND NOT IN ANY OTHER CAPACITY**

SCHEDULE "B"**NOTICE OF DISPUTE**

We hereby give you notice of our intention to dispute the Notice of Acceptance, Revision or Disallowance bearing Reference Number _____ and dated _____ issued in respect of our claim.

Reasons for Dispute (attach extra sheets and copies of all supporting documentation if necessary):

Name of Receivership Creditor: _____

(Signature of individual completing this Dispute)

Date

(Please print name)

Telephone Number: _____

Email address: _____

Facsimile Number: _____

Full Mailing Address: _____

THIS FORM IS TO BE RETURNED BY PREPAID ORDINARY MAIL, COURIER, PERSONAL DELIVERY OR ELECTRONIC OR DIGITAL TRANSMISSION AND MUST BE RECEIVED NO LATER THAN 5:00 P.M. (TORONTO TIME) ON _____, BEING THE BUSINESS DAY WHICH IS FOURTEEN DAYS AFTER THE NOTICE OF REVISION OR DISALLOWANCE IS SENT BY THE RECEIVER (PURSUANT TO PARAGRAPH 11 OF THE CLAIMS PROCEDURE ORDER) TO:

A. Farber & Partners Inc.
in its capacity as the Court-appointed Receiver re Re/Max Right Choice Inc.
150 York Street, Suite 1600
Toronto, Ontario
Canada M5H 3S5

Attention: Michael Litwack
E-mail: mlitwack@farbergroup.com

LLOYDS UNDERWRITERS and 3303128 CANADA INC.
T/A ALTERNATIVE RISK SERVICES

- and -

RE/MAX RIGHT CHOICE INC.

Court File No. CV-17-586742-00CL

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

Proceedings commenced at Toronto

RECEIVERSHIP CLAIMS PROCEDURE ORDER

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*Lawyers for A. Farber & Partners Inc., in its capacity as the Court-
appointed Receiver of the Property*