

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**ECOHOME FINANCIAL INC.**

Applicant

- and -

**ECO ENERGY HOME SERVICES INC.**

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF  
THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND  
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C-43, AS AMENDED**

**APPLICATION RECORD**

Date: February 8, 2019

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**TO: THE ATTACHED SERVICE LIST**

**SERVICE LIST**  
(as at February 8, 2019)

|                |  |
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| <b>AND TO:</b> | <p><b>DEPARTMENT OF JUSTICE (CANADA)</b></p>   |

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**ECOHOME FINANCIAL INC.**

Applicant

- and -

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Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF  
THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND  
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C-43, AS AMENDED**

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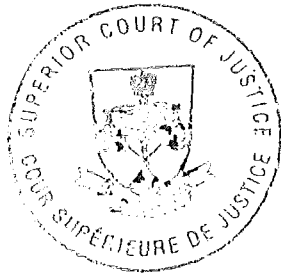
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Tab 1

CV-19-614122-0002  
Court File No.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST



**ECOHOME FINANCIAL INC.**

Applicant

- and -

**ECO ENERGY HOME SERVICES INC.**

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF  
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**NOTICE OF APPLICATION**

**TO THE RESPONDENT**

**A LEGAL PROCEEDING HAS BEEN COMMENCED** by the Applicant. The claim made by the Applicants appears on the following pages.

**THIS APPLICATION** will come on for a hearing on a date to be scheduled by the Court on Wednesday, February 13, 2019, at 9:30 a.m., at 330 University Avenue, Toronto, Ontario.

**IF YOU WISH TO OPPOSE THIS APPLICATION**, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

**IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION**, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least two days before the hearing.

**IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

Date February 7<sup>th</sup>, 2019

Issued by   
Local Registrar **Carlwin**

Address of  
court office: 330 University Avenue  
7<sup>th</sup> Floor  
Toronto, ON M5G 1R7

**TO:** THIS HONOURABLE COURT

**AND TO:** THE SERVICE LIST ATTACHED HERETO

## APPLICATION

1. **THE APPLICANT**, EcoHome Financial Inc. (“**EcoHome**”) makes this Application for an Order, among other things:
  - (a) if necessary, abridging the time for service and filing of this Notice of Application and the Application record or, in the alternative, dispensing with and/or validating service of same;
  - (b) an Order appointing RSM Canada Limited (“**RSM**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Eco Energy Home Services Inc. (“**Eco Energy**” or the “**Debtor**”), including all proceeds thereof (collectively, the “**Property**”); and
  - (c) such further and other relief as counsel may request and this Honourable Court may deem just.
  
2. **THE GROUNDS FOR THE APPLICATION ARE:**
  - (a) EcoHome is a corporation incorporated pursuant to the laws of the Province of Ontario, with its head office located in Toronto, Ontario;
  - (b) EcoHome carries on business as a financing company providing custom consumer financing and loan products to the HVAC and home improvement markets;
  - (c) the Debtor is a corporation incorporated pursuant to the laws of the Province of Ontario, with its registered office located at 3761 Victoria Park Avenue in Toronto, Ontario;

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- (d) the Debtor is a privately owned corporation which carries on the business of home services rentals, installations, and maintenance;
  - (e) the Debtor is indebted to EcoHome pursuant to an Amended and Restated Consumer Lease Program Agreement between the Debtor and EcoHome dated November 23, 2015, and its predecessor agreements (collectively the “**Program Agreement**”);
  - (f) pursuant to the Program Agreement, EcoHome purchased from the Debtor, among other assets, the rights and interests of the Debtor under certain lease contracts it entered into with third party customers (the “**Relevant Lease Contracts**”), including the rights to receive payments from the customers thereunder and to the related HVAC or other equipment which is the subject of such contracts (collectively, the “**Purchased Assets**”);
  - (g) as a result of the Program Agreement, the Debtor has no remaining ownership interest in the Relevant Lease Contracts, the assets that are the subject thereof, and the payments arising thereunder, and any and all monies received by the Debtor on account of any Relevant Lease Contracts (the “**Trust Funds**”) are received in trust by the Debtor for EcoHome and are to be remitted promptly to EcoHome;
  - (h) pursuant to the Program Agreement, an account is to be maintained by EcoHome as a reserve against various payment obligations of the Debtor to EcoHome (the “**Cash Reserve Account**”). By way of example, a percentage of the purchase price of each Relevant Lease Contract is to be entered into the Cash Reserve



Account. If at any time the amount of funds in the Cash Reserve Account falls below the Required Reserve Amount (as defined in the Program Agreement), the Debtor is obligated to remit funds to EcoHome to restore the Cash Reserve Account to the Required Reserve Amount;

(i) as security for its obligations to EcoHome under the Program Agreement, the Debtor provided security in favour of EcoHome, including, without limitation:

(i) a General Security Agreement dated January 29, 2015 granted in favour of EcoHome by the Debtor (the “**Security**”);

(j) the Debtor has materially breached the Program Agreement in several ways, including, but not limited to:

(i) failing to remit Trust Funds to EcoHome, which failure has been admitted to by the Debtor;

(ii) failing to remit funds required to bring the Cash Reserve Account up to the Required Reserve Amount to EcoHome, including, without limitation, amounts required to be paid into the Cash Reserve account for fees, expenses and costs payable under the Program Agreement;

(iii) failing to provide financial statements to EcoHome; and

(iv) failing to provide EcoHome with copies of the Debtor’s insurance policies upon request;

- (k) the aforementioned failures by the Debtor constitute Events of Termination under the Program Agreement (as defined therein), and events of default under the Security (collectively, the “**Defaults**”);
- (l) by letters dated September 17, 2017 and January 14, 2019, and by email correspondence on January 4, 2019 (collectively, the “**Default Letters**”), EcoHome advised the Debtor of the Defaults and required the Debtor to, among other things, remit to EcoHome all Trust Funds, to reimburse EcoHome for legal fees it had incurred, and to remit funds to EcoHome to reduce the Cash Reserve Account deficiency;
- (m) the Debtor failed to honour the demands in the Default Letters;
- (n) Accordingly, on January 22, 2019, EcoHome made formal written demand upon the Debtor for payment of the indebtedness owed by the Debtor to EcoHome under the Program Agreement (the “**Demand**”) and on the same date delivered a Notice of Intention to Enforce Security to the Debtor prepared pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* R.S.C. 1985 c. B-3 as amended (the “**BIA**”);
- (o) as of the date of the Demand, the Debtor was indebted to EcoHome pursuant to the Program Agreement in the total amount of \$1,614,855.95, which is broken down as follows (collectively, the “**Indebtedness**”):
- (i) \$23,072.85 on account of legal fees incurred by EcoHome; and
  - (ii) \$1,591,783.10 on account of the Cash Reserve Account deficiency, which includes unremitted Trust Funds;

- (p) the Debtor has failed to repay the Indebtedness or any portion thereof;
- (q) the Debtor is insolvent and unable to fulfil its obligations to EcoHome (and to other stakeholders as they generally become due);
- (r) as a result of the failures by the Debtor to honour its obligations under the Program Agreement, EcoHome could suffer serious damages due to its potential failure to meet obligations related to its securitization arrangements with its lenders, for which the Relevant Lease Contracts stand as security;
- (s) EcoHome has attempted to enter into a payment plan in respect of the Cash Reserve Account deficiency through the consummation of a Forbearance Agreement with the Debtor, however, the Debtor indicated that it is not in a financial position to do so;
- (t) EcoHome has at all times acted in good faith with the Debtor and has been patient in trying to work through the above issue with the Debtor. It is now reasonable and prudent for EcoHome to begin the enforcement of its security in an effort to recover the outstanding Indebtedness from the Debtor;
- (u) in the circumstances, it is just and equitable that a receiver be appointed to ensure that there is an orderly realization upon all assets of the Debtor and that all creditors are treated fairly and equitable in accordance with their respective priorities;
- (v) a receiver is necessary for the protection of the Debtor's estate, the interests of EcoHome and, perhaps, other stakeholders;

- (w) RSM is a Licensed Insolvency Trustee and is familiar with the circumstances of the Debtor and its arrangements with EcoHome;
- (x) RSM has consented to being appointed as receiver without security over all of the assets, undertakings and properties of the Debtor, including all proceeds thereof;
- (y) such other grounds as are set out in the Affidavit of Brent Houlden to be sworn and filed in support of this Application (the “**Houlden Affidavit**”);
- (z) subsection 243(1) of the BIA;
- (aa) section 101 of the *Courts of Justice Act*, as amended;
- (bb) rules 1.04, 1.05, 2.01, 2.03, 3.02, 16 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (cc) such further and other grounds as counsel may advise and this Honourable Court may deem just.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of this application:

- (a) the Houlden Affidavit, and the exhibits attached thereto;
- (b) the Consent of RSM to act as Receiver of the Debtor; and
- (c) such further and other evidence as counsel may advise and this Honourable Court may permit.

February 7<sup>th</sup>, 2019

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Lawyers for the Applicant

ECOHOME FINANCIAL INC.

and

ECO ENERGY HOME SERVICES INC.

Applicant

CV-19-614122-0001 Respondent  
Court File No.

**ONTARIO**  
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PROCEEDING COMMENCED AT TORONTO

**NOTICE OF APPLICATION**

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**Steven L. Graff – LSO# 31871V**

**Shakaira L. John – LSO# 72263D**

*Lawyers for the Applicant*

# Tab 2

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

BETWEEN:

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- and -

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*COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**AFFIDAVIT OF BRENT HOULDEN  
(sworn February 7, 2019)**

I, **Brent Houlden**, of the City of Toronto, in the Province of Ontario, **MAKE OATH  
AND SAY AS FOLLOWS:**

1. I am the Chief Executive Officer of EcoHome Financial Inc. ("**EcoHome**"), an Ontario corporation that carries on business as a financing company providing consumer financing and loan products to the HVAC and home improvement markets.
2. EcoHome is a secured creditor of Eco Energy Home Services Inc. ("**Eco Energy**" or the "**Debtor**"), the respondent herein, and I am directly involved in the management of EcoHome's arrangements with the Debtor. As such, I have personal knowledge of the matters to which I



hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

### **PURPOSE**

3. I am swearing this Affidavit in support of an application by EcoHome for an order, amongst other things, appointing RSM Canada Limited (“**RSM**”) as receiver and manager of the assets, undertaking and properties of the Debtor (the “**Property**”).

### **DESCRIPTION OF THE RESPONDENT AND ITS BUSINESS**

4. The Debtor is a privately-owned Ontario corporation, incorporated on May 29, 2009. The Debtor’s corporate profile report is attached as **Exhibit “A”** to this Affidavit.

5. The Debtor’s corporate profile report indicates that its registered office is located at 3761 Victoria Park Avenue in Toronto, Ontario, and that Wei Ouyang is the sole director and officer of The Debtor.

6. It is my understanding that the Debtor provides home services rentals, installations and maintenance, including HVAC, plumbing and electrical services to its customers. A printout describing the business found on Eco Energy’s website is attached as **Exhibit “B”** to this Affidavit.

### **ECOHOME’S PROGRAM AGREEMENT WITH THE DEBTOR AND RELATED SECURITY**

7. The Debtor is directly indebted to EcoHome pursuant to and under the terms of an Amended and Restated Consumer Lease Program Agreement between the Debtor and EcoHome

dated November 23, 2015 (the “**Program Agreement**”), a copy of which Program Agreement is attached as **Exhibit “C”** to this Affidavit.

8. Pursuant to the Program Agreement and its predecessor contracts, EcoHome purchased from the Debtor, among other assets, the rights and interests of the Debtor under certain lease contracts entered into by the Debtor or one of its sub-dealers with third party customers (the “**Relevant Lease Contracts**”), including the right to receive payments from the customers thereunder and the right and interest in the related HVAC equipment which is the subject of each Relevant Lease Contract (collectively, the “**Purchased Assets**”).

9. The Relevant Lease Contracts are included as “Purchased Assets” under Section 2.01(1) of the Program Agreement and, accordingly, the Debtor has no remaining ownership interest in such Relevant Lease Contracts.

10. The Debtor’s obligations to EcoHome pursuant to the Program Agreement include, but were not limited to, the following:

- (a) pursuant to Section 6.02 of the Program Agreement, EcoHome was responsible for the billing and collection of all Relevant Lease Contracts, while the Debtor had an obligation to assist EcoHome in this undertaking by using commercially reasonable efforts to enforce the rights of the lessor under each Relevant Lease Contract pursuant to which a customer default has occurred, including as may be required by EcoHome;
- (b) pursuant to Section 5.01(d) of the Program Agreement, if any monies were received by the Debtor on account of any Relevant Lease Contracts (the “**Trust**

**Funds**”), such monies were received in trust by the Debtor for EcoHome and were to be punctually remitted to EcoHome;

- (c) pursuant to the Program Agreement, an account was to be maintained by EcoHome as a reserve against various payment obligations of the Debtor to EcoHome (the “**Cash Reserve Account**”). For example, a percentage of the purchase price of each Relevant Lease Contract was to be entered into the Cash Reserve Account. Pursuant to Section 2.02(a) of the Program Agreement, if at any time the amount of funds in the Cash Reserve Account fell below the Required Reserve Amount (as defined in the Program Agreement), the Debtor was obligated to remit funds to EcoHome to restore the Cash Reserve Account to the Required Reserve Amount;
- (d) pursuant to Section 6.02 of the Program Agreement, the Debtor was responsible for the payment of all fees, expenses and costs payable under the Open Bill Agreement and all PAPP accounts (as such capitalized terms are defined in the Program Agreement) (collectively, the “**OBA and PAPP Amounts**”); and
- (e) pursuant to Section 5.01(h) of the Program Agreement, the Debtor was required to reimburse EcoHome for all out-of-pocket expenses incurred by EcoHome in connection with the enforcement of EcoHome’s rights under the Program Agreement, including, without limitation, the fees and disbursements of counsel to EcoHome (collectively and together with the OBA and PAPP Amounts, the “**Unpaid Amounts**”) within three business days of a request for same by EcoHome.

11. As security for its obligations to EcoHome, including, without limitation, its obligations under the Program Agreement, the Debtor provided security in favour of EcoHome (the “**Security**”), including a general security agreement dated January 29, 2015 (the “**GSA**”), registration in respect of which was duly made pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”). A copy of the GSA is attached as **Exhibit “D”** to this Affidavit.

#### **THE OTHER SECURED CREDITORS**

12. A copy of the PPSA search results for the Debtor, with currency to February 3, 2019, are attached as **Exhibit “E”** to this Affidavit. These PPSA search results show that Enbridge Gas Distribution Inc. (“**Enbridge**”) has made a registration under the PPSA against the Debtor, covering only “Accounts” and “Other”, in priority to EcoHome’s registration against the Debtor.

13. The registration in favour of Enbridge is the only prior ranking registration to EcoHome’s registration against the Debtor.

14. The relationship between the Debtor and Enbridge is governed by an Amended and Restated Open Bill Access Billing and Collection Services Agreement (the “**Debtor-Enbridge Agreement**”), which is a standard form agreement that is substantively identical to an agreement between EcoHome and Enbridge dated January 1, 2019 (the “**EcoHome-Enbridge Agreement**”). A copy of the EcoHome-Enbridge Agreement is attached as **Exhibit “F”** to this affidavit. The PPSA registration by Enbridge against the Debtor is intended to perfect Enbridge’s interests arising from the sale to Enbridge of all the Debtor’s right, title and interest in and to all payment obligations of its customers (who receive services from Enbridge).

15. In addition to the registrations in favour of Enbridge and EcoHome, the PPSA search results show that Royal Bank of Canada (“**RBC**”) has made registrations under the PPSA against

the Debtor. The registrations in favour of RBC were each made subsequent to EcoHome's blanket PPSA registration against the Debtor.

## **DEFAULT AND DEMAND**

16. In the spring of 2017, EcoHome became aware that the Debtor was in breach of the Program Agreement in that it, among other things, failed to remit Trust Funds to EcoHome in accordance with the terms thereof.

17. On September 17, 2017, EcoHome issued a letter to the Debtor (the "**September 17 Letter**") indicating that the Debtor was in default of the Program Agreement by, *inter alia*:

- (a) accepting Trust Funds from customers and failing to remit such funds to EcoHome, contrary to section 5.01(d) of the Program Agreement; and
- (b) failing to remit funds to the Cash Reserve Account such that, as at August 31, 2017, the Cash Reserve Account was in a deficit of approximately \$2.7 million. A copy of the September 17 Letter is attached as **Exhibit "G"** to this affidavit.

18. In the September 17 Letter, EcoHome required the Debtor to remit \$500,000.00 by September 29, 2017 to partially cover the amounts of unremitted Trust Funds and as a preliminary top-up of the Cash Reserve Account, but with reservation of its rights to fully enforce all remedies available to it under the Program Agreement.

19. The Debtor failed to remit funds as required by the September 17 Letter.

20. At a meeting between representatives of EcoHome and the Debtor on November 30, 2018, the Debtor admitted to receiving monies on account of Relevant Lease Contracts and not

remitting such Trust Funds to EcoHome. Following this admission and at the request of EcoHome, the Debtor agreed to meet with EcoHome to advise EcoHome of the Relevant Lease Contracts pursuant to which the Debtor had received monies which were not remitted.

21. I am advised by Gary Abel, an employee of EcoHome, that in December 2018, Mr. Abel conducted a review with Bianca Myles-Jansen, an employee of the Debtor, of the list of Relevant Lease Contracts which had been terminated in 2017 (the “**2017 Relevant Lease Contracts**”). As part of such review, Ms. Myles-Jansen confirmed that the Debtor had received \$175,103.62 that it had not remitted to EcoHome in respect of the 2017 Relevant Lease Contracts (the “**Trust Funds Indebtedness**”). A chart prepared by Mr. Abel containing a detailed breakdown of the Trust Funds Indebtedness is attached as **Exhibit “H”** to this Affidavit.

22. I am advised by Mr. Abel that he was scheduled to attend at the Debtor’s offices on January 14, 2019 to commence a review of the Relevant Lease Contracts which had been terminated in 2016, to identify other Relevant Lease Contracts in respect of which the Debtor had received funds on behalf of EcoHome, However, this meeting was unilaterally cancelled by the Debtor.

23. As at the date of this affidavit, EcoEnergy has been unwilling to arrange an alternate date to conduct a further review of the Debtor’s books and records, including an additional audit of the 2014-2015 and 2018 terminated Relevant Lease Contracts..

24. I believe that there are likely further unremitted Trust Funds from the years 2014-2016 and 2018 relating to terminated Relevant Lease Contracts that have been received by the Debtor, the quantum of which Trust Funds EcoHome has been unable to ascertain as a result of the Debtor’s failure or refusal to cooperate in giving EcoHome access to its books and records.

25. Moreover, in January 2019, the Cash Reserve Account was calculated as being deficient by \$2,010,500.00. The monthly December 2018 Cash Reserve Account Report is attached as **Exhibit "I"** to this affidavit.

26. There are a number of items set out in the Program Agreement that enter into the calculation of the Cash Reserve Account's deficiency, but this deficiency is largely attributable to the high level of defaults and delinquencies under the Relevant Lease Contracts sold to EcoHome by the Debtor.

27. On January 4, 2019, by email correspondence to Tony Tam, an employee of the Debtor, from Peter Soon, Vice President of Operations at EcoHome, EcoHome demanded reimbursement of certain legal fees incurred by it (being Unpaid Amounts) totalling \$23,072.85, pursuant to the Program Agreement, and attached invoices identifying this amount (the "**Legal Fees Demand**"). Copies of the Legal Fees Demand and attached invoices are attached collectively as **Exhibit "J"** to this Affidavit.

28. The Debtor failed to honour the Legal Fees Demand. On January 14, 2019, EcoHome issued a letter (the "**January 14 Letter**") to the Debtor advising the Debtor of several defaults under the Program Agreement and requiring the Debtor to, among other things: (i) remit \$795,960.00 to EcoHome which would, in part, cover the amounts the Debtor received in trust on EcoHome's behalf, and also as a preliminary top-up to the Cash Reserve Account to reduce the Cash Reserve Account's deficiency; (ii) provide EcoHome with a full and complete accounting of monies that have been received from Customers; (iii) remit to EcoHome all Trust Funds; (iv) deliver to EcoHome copies of Eco Energy's insurance policies; (v) furnish to the Debtor the annual and quarterly financial statements of Eco Energy for the last three years; and

(vi) work forthwith towards curing the Debtor's other breaches of the Program Agreement. A copy of the January 14 Letter is attached as **Exhibit "K"** to this Affidavit.

29. The Debtor failed to honour the requests made in the January 14 Letter.

30. The failures on the part of the Debtor constitute Events of Termination under the Program Agreement (as defined therein), and events of default under the GSA, including, but are not limited to (collectively, the "**Defaults**");

- (a) failing to remit the Trust Funds Indebtedness to EcoHome;
- (b) failing to remit funds to cure the Cash Reserve Account's deficiency;
- (c) failing to remit legal fees within three business days of the Legal Fees Demand;
- (d) failing to provide EcoHome with annual and quarterly financial statements; and
- (e) failing to provide EcoHome with copies of the Debtor's insurance policies upon request by EcoHome.

31. Accordingly, EcoHome made formal written demand on the Debtor for payment of its indebtedness to EcoHome by letter dated January 22, 2019 (the "**Demand Letter**", and together with the Legal Fees Demand and the January 14 Letter, the "**Demands**"), which letter also advised the Debtor of the termination of the Program Agreement, effective immediately. A copy of the January 14 Letter and a Notice of Intention to Enforce Security (the "**BIA Notice**") pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), accompanied the Demand Letter. Copies of the Demand Letter and BIA Notice are attached collectively as **Exhibit "L"** to this Affidavit.



32. On January 25, 2019, representatives of EcoHome and the Debtor met to discuss the potential for the Debtor entering into a payment plan (the "**Payment Plan**") with EcoHome, through the implementation of a forbearance agreement. At this meeting the Debtor raised concerns about the calculation of the Cash Reserve Account's deficiency.

33. Since the date of the Demand Letter and in response to the Debtor's concern that the Cash Reserve Account's deficiency was not calculated correctly, EcoHome has recalculated the Cash Reserve Account and determined that the total amount of indebtedness owing by the Debtor is \$1,614,855.95 consisting of \$1,591,783.10 in respect of the Cash Reserve Account's deficiency (which includes the Trust Funds Indebtedness) and \$23,072.85 in respect of the Legal Fees Demand (collectively, the "**Indebtedness**"). A copy of the report reflecting the entire movement of the Cash Reserve Account is attached as **Exhibit "M"** to this affidavit.

#### **APPOINTMENT OF A RECEIVER**

34. As of the time of swearing this Affidavit, the Debtor has failed to make payment in accordance with the Demands, or made alternative arrangements acceptable to EcoHome.

35. EcoHome could suffer serious additional damages due to the consequent risk of its failure to meet its obligations under its own securitization arrangements with its lenders, for which the Relevant Lease Contracts stand as security.

36. On January 30, 2019, EcoHome attempted to enter into the Payment Plan with the Debtor. However, on January 31, 2019, the Debtor advised EcoHome that it could not enter into any Payment Plan with EcoHome, as the Debtor was not in a financial position to comply with the payment schedule proposed therein.

37. At this stage, EcoHome wishes to take any and all steps necessary to enforce its Security and realize on same.

38. EcoHome considers it reasonable and prudent to begin the enforcement of its Security in an effort to recover the indebtedness owed by the Debtor to EcoHome, and it is within EcoHome's rights under the Program Agreement and the Security to do so.

39. In the circumstances set out above, I believe that it is just and equitable that a receiver be appointed. A receiver is necessary for the protection of the estate of the Debtor, the interests of EcoHome and, perhaps, other stakeholders. EcoHome believes that the appointment of a receiver would enhance the prospect of recovery by EcoHome and protect all stakeholders.

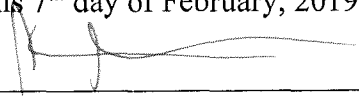
40. EcoHome proposes that RSM be appointed as the Receiver.

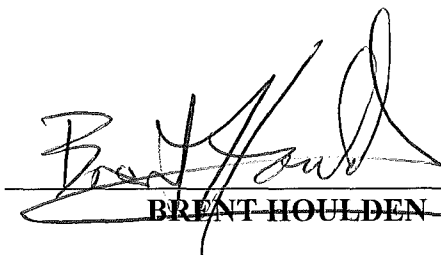
41. RSM is a licensed insolvency trustee and is familiar with the circumstances of the Debtor and its arrangements with EcoHome.

42. RSM has consented to act as receiver should the Court so appoint it. A copy of RSM's consent will be provided to the Court on the return of this application.

43. This Affidavit is made in support of the within application, and for no other or improper purpose whatsoever.

SWORN before me at the City of Toronto, in the Province of Ontario, this 7<sup>th</sup> day of February, 2019 )

  
\_\_\_\_\_  
Commissioner for taking affidavits, etc.  
SHAKAIRA JOHN

)   
)  
) **BRENT HOULDEN**

**ECOHOME FINANCIAL INC.**

- and -

**ECO ENERGY HOME SERVICES INC.**

Applicant

Respondent

Court File No. CV-19-614122-00CL

---

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

**Proceedings commenced at Toronto**

---

**AFFIDAVIT OF BRENT HOULDEN  
(sworn February 7, 2019)**

---

**AIRD & BERLIS LLP**  
Barristers and Solicitors  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9


**Steven L. Graff (LSO #31871V)**  
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Fax: (416) 863-1515  
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**Shakaira John (LSO # 72263D)**  
Tel: (416) 865-4637  
Fax: (416) 863-1515  
Email: [sjohn@airdberlis.com](mailto:sjohn@airdberlis.com)

*Lawyers for EcoHome Financial Inc.*

Tab A

Attached is Exhibit "A" Referred to in the  
AFFIDAVIT OF BRENT HOULDEN  
Sworn before me this 7<sup>th</sup> day of February, 2019

  
\_\_\_\_\_  
A Commissioner, etc.  
SHAKIRA JOHN

Request ID: 022607746  
Transaction ID: 70552782  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/01/18  
Time Report Produced: 13:57:29  
Page: 1

# CORPORATION PROFILE REPORT

| Ontario Corp Number                                   | Corporation Name              | Incorporation Date        |
|---|-------------------------------|---------------------------|
| 1798525   | ECO ENERGY HOME SERVICES INC. | 2009/05/29                |
|   |                               | Jurisdiction              |
|   |                               | ONTARIO                   |
|   |                               | Former Jurisdiction       |
|   |                               | NOT APPLICABLE            |
| Corporation Type                                      | Corporation Status            |                           |
| ONTARIO BUSINESS CORP.                                | ACTIVE                        |                           |
| Registered Office Address                             |                               | Date Amalgamated          |
| 3761 VICTORIA PARK AVE                                |                               | NOT APPLICABLE            |
| Suite # 10-11<br>TORONTO<br>ONTARIO<br>CANADA M1W 3S3 |                               | New Amal. Number          |
|   |                               | NOT APPLICABLE            |
|   |                               | Notice Date               |
|   |                               | NOT APPLICABLE            |
|   |                               | Letter Date               |
|   |                               | NOT APPLICABLE            |
| Mailing Address                                       |                               | Revival Date              |
| 3761 VICTORIA PARK AVE                                |                               | NOT APPLICABLE            |
| Suite # 10-11<br>TORONTO<br>ONTARIO<br>CANADA M1W 3S3 |                               | Transferred Out Date      |
|   |                               | NOT APPLICABLE            |
|   |                               | Cancel/Inactive Date      |
|   |                               | NOT APPLICABLE            |
|   |                               | EP Licence Eff.Date       |
|   |                               | NOT APPLICABLE            |
|   |                               | EP Licence Term.Date      |
|   |                               | NOT APPLICABLE            |
|   |                               | Date Commenced in Ontario |
|   |                               | NOT APPLICABLE            |
|   |                               | Date Ceased in Ontario    |
|   |                               | NOT APPLICABLE            |
|   |                               | Number of Directors       |
|   |                               | Minimum Maximum           |
|   |                               | 00001 00005               |
| Activity Classification                               |                               |                           |
| NOT AVAILABLE   |                               |                           |

Request ID: 022607746  
Transaction ID: 70552782  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/01/18  
Time Report Produced: 13:57:29  
Page: 2

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

1798525

**Corporation Name**

ECO ENERGY HOME SERVICES INC.

**Corporate Name History**

ECO ENERGY HOME SERVICES INC.

**Effective Date**

2009/05/29

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

NO

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

NO

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

WEI  
OUYANG

**Address**

16 SHERRICK DRIVE  
  
GORMLEY  
ONTARIO  
CANADA L0H 1G0

**Date Began**

2009/05/29

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

PRESIDENT

**Resident Canadian**

Y

Request ID: 022607746  
Transaction ID: 70552782  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/01/18  
Time Report Produced: 13:57:29  
Page: 3

# CORPORATION PROFILE REPORT

**Ontario Corp Number**

1798525

**Corporation Name**

ECO ENERGY HOME SERVICES INC.

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

WEI  
OUYANG

**Address**

16 SHERRICK DRIVE  
  
GORMLEY  
ONTARIO  
CANADA L0H 1G0

**Date Began**

2009/05/29

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

TREASURER

**Resident Canadian**

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

WEI  
OUYANG

**Address**

16 SHERRICK DRIVE  
  
GORMLEY  
ONTARIO  
CANADA L0H 1G0

**Date Began**

2009/05/29

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

SECRETARY

**Resident Canadian**



Request ID: 022607746  
Transaction ID: 70552782  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/01/18  
Time Report Produced: 13:57:29  
Page: 4

## CORPORATION PROFILE REPORT

**Ontario Corp Number**

1798525

**Corporation Name**

ECO ENERGY HOME SERVICES INC.

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

WEI  
OUYANG

**Address**

3761 VICTORIA PARK AVE  
Suite # 10-11  
TORONTO  
ONTARIO  
CANADA M1W 3S3

**Date Began**

2009/05/29

**First Director**

NOT APPLICABLE

**Designation**

DIRECTOR

**Officer Type**

**Resident Canadian**

Y

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

WEI  
OUYANG

**Address**

3761 VICTORIA PARK AVE  
Suite # 10-11  
TORONTO  
ONTARIO  
CANADA M1W 3S3

**Date Began**

2009/05/29

**First Director**

NOT APPLICABLE

**Designation**

OFFICER

**Officer Type**

CHIEF EXECUTIVE OFFICER Y

**Resident Canadian**

Request ID: 022607746  
Transaction ID: 70552782  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2019/01/18  
Time Report Produced: 13:57:29  
Page: 5

## CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1798525

ECO ENERGY HOME SERVICES INC.

### Last Document Recorded

| Act/Code | Description   | Form | Date       |
|----------|---------------|------|------------|
| CIA      | CHANGE NOTICE | 1    | 2017/12/06 |

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 B

Attached is Exhibit "B" Referred to in the  
AFFIDAVIT OF BRENT HOULDEN  
Sworn before me this 7<sup>th</sup> day of February, 2019



---

A Commissioner, etc.

SHAKIRA JOHN

## ABOUT US

### Who We Are?

Providing eco-friendly, high quality, home service solutions since 2009, Eco Energy Home Services is a 100% Canadian owned and operated company. With our 24/7/365 live support centers (<http://www.ecoenergyhs.ca/contact-us/>) and 300+ Eco Energy staff located throughout Canada, we are proud of our country and strive to continue to provide the latest, eco-friendly, high-quality products with an above the top service which has become our pillar of success throughout the past.

### Our Values?

- > ECO-FRIENDLY COMFORT SOLUTIONS
- > HONEST AND RELIABLE
- > ABOVE THE TOP SERVICE
- > LOCAL INVOLVEMENT

### Why Choose Eco ENERGY?

- 100% Canadian Owned & Operated

We are 100% Canadian Owned & Operated! By choosing Eco Energy, you are choosing Canada. With over 300 Canadian employees and over 25,000 happy clients within Canada, we know what it means to be Proudly Canadian. Currently with 6 locations nationwide and continuing to expand, Eco Energy is the fastest growing Home Services company nationwide.

- + Excellent Customer Service
- + 24-7-365 Live Service Centre

#### Available Technicians

HVAC / 75%

Plumbing / 52%

Electrical / 65%



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Connect With Us

Eco Energy Home Services Inc.

- 📍 3761 Victoria Park Ave, Unit # 10,11 Scarborough Ontario M1W-3S3
- ☎ Tel: 905-475-6888
- 🕒 Hours: Sun 9:00am - 6:00pm, Mon-Fri 9:00am - 9:00pm, Sat 9:00am - 6:00pm
- 💳 Cash, Credit | Debit card, Cheque

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 Sarnia Sault Ste. Marie St. Catharines St. Thomas  
 Stratford Surrey Thorold Thunder Bay Toronto

30



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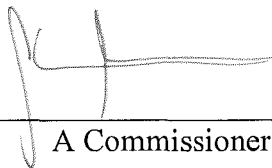
g+ **Our G+ Page**  
(<https://plus.google.com/+EcoEnergyHomeServicesMarkham/about>)

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Eco Energy Home Services Inc. is not affiliated with or authorized by Eco Energy, Natural Resources Canada or Government of Canada.

Tab C

Attached is Exhibit "C" Referred to in the  
AFFIDAVIT OF BRENT HOULDEN  
Sworn before me this 7<sup>th</sup> day of February, 2019



---

A Commissioner, etc.

SHAKIRA JOHN



**AMENDED AND RESTATED CONSUMER LEASE PROGRAM AGREEMENT**

**dated as of November 23, 2015**

**between**

**Eco Energy Home Services Inc.**

**as Seller**

**and**

**Ecohome Financial Inc.**

**as Purchaser**

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EXHIBIT "A" FORM OF INVOICE ..... I

EXHIBIT "B" FORM OF LEASE ..... I

**THIS AMENDED AND RESTATED CONSUMER LEASE PROGRAM AGREEMENT**, dated as of November 12, 2015 between Eco Energy Home Services Inc. , a corporation existing under the laws of the Province of Ontario (the "Seller") and Ecohome Financial Inc., a corporation existing under the laws of the Province of Ontario (the "Purchaser").

**WHEREAS** the Seller and the Purchaser entered into a consumer lease program agreement dated as of November 7, 2014 (the "**Original Program Agreement**");

**AND WHEREAS** the Seller and the Purchaser have agreed to effect certain amendments to the Original Program Agreement by way of an amendment and restatement thereof;

**AND WHEREAS** the Seller and the Purchaser have agreed that all Assigned Payments and related HVAC Equipment (as each is defined in the Original Program Agreement) that were purchased by the Purchaser under the Original Program Agreement prior to the date hereof are to become subject to all of the terms and conditions of this amended and restated consumer lease program agreement (the "**Agreement**");

**WITNESSETH** that, for valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), it is agreed as follows:

**1 DEFINITIONS AND INTERPRETATION**

**1.01 Definitions**

In this Agreement the following definitions shall be applicable:

"Affiliate" means, with respect to any person, any other person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such person, and includes any person in like relation to an Affiliate. A person shall be deemed to control another person if such first person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person, whether through the ownership of voting securities, by contract or otherwise.

"Annual Increases" means any annual increases after the first year of a Relevant Lease Contract from the initial regularly-scheduled payments under such Lease Contract.

"Applicable Cash Reserve Amount" means 3.0% of the Purchase Price of the Purchased Assets.

"Applicable Law" means, with respect to any person, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty, directive or other requirement having the force of law relating or applicable to such person, property, transaction, event or other matter, and shall also include any interpretation thereof by any person having jurisdiction over it or charged with its administration or interpretation.

"Assigned Payments" means, with respect to a Relevant Lease Contract, unless otherwise specified in the related Invoice, (a) all regularly-scheduled payments specified to be

due during the term of such Relevant Lease Contract, whether such regularly-scheduled payments are ultimately paid on a regularly-scheduled date, on default, by acceleration, by optional prepayment, by Enbridge as a Settlement Amount or otherwise.

“Business Day” means any day excluding Saturday, Sunday and any day on which banks are not open for normal business in Toronto, Canada.

“Cash Reserve Account” means the account maintained by Purchaser, into which a portion of each purchase of Relevant Lease Contracts specified in Section 2.02 shall be deposited.

“Cash Reserve Amount” at any time means the aggregate amount in the Cash Reserve Account at that time.

“Collateral” means:

(a) all rights, powers, remedies and other benefits of the Seller under all present and future Relevant Lease Contracts, including the Seller’s rights to and interest in all present and future amounts payable under any Relevant Lease Contract (but excluding all such amounts that have been validly purchased by Purchaser pursuant hereto), all rights in or to payments under all present and future insurance policies maintained by the Seller in respect of any of such Relevant Lease Contracts (to the extent the same indemnify for loss or damage to any Equipment that is the subject matter thereof), the benefit of all covenants made by the Customer for the benefit of the Seller under the Relevant Lease Contract (including all indemnities and covenants with respect to maintenance and repair, use and insurance obligations, except to the extent that the same indemnify against liability to others), the right of the Seller to ask, demand, sue for, collect, receive and enforce any and all monies now or hereafter payable under any of such Relevant Lease Contracts and to enforce all other covenants, obligations, rights and remedies thereunder, except to the extent that any of such rights have been validly purchased by Purchaser pursuant hereto or indemnify against liability to others;

(b) all monies now or at any time or from time to time hereafter held by Purchaser and recorded in the Cash Reserve Account and all investments made from time to time with such monies, including all renewals thereof, accretions thereto, substitutions therefor, and all interest, income and revenue arising therefrom or by virtue thereof;

(c) all other rights or interest of any kind whatsoever of the Seller under or in connection with any Relevant Lease Contracts, Related Assets or Assigned Payments not otherwise included in the Collateral and which Purchaser has not acquired ownership of by virtue of or in connection with this Agreement; and

(d) all Proceeds of, from or with respect to any or all of the foregoing.

“Contested” means contested in good faith by appropriate proceedings promptly initiated and diligently conducted.

“Contractual Obligation” means, with respect to any person, any provision of any agreement, instrument or undertaking to which such person is a party or by which it or any of its property is bound.

“Credit and Collection Policy” means Purchaser’s credit, collection and administration policies and procedures relating to the Lease Contracts.

“Customer” means an individual who deals at arm’s length with the Seller for the purpose of leasing Equipment installed in the residence of such individual.

“Defaulted Lease” means a Relevant Lease Contract in respect of which any three (3) or more consecutive Assigned Payments are in arrears or which, for any other reason, has been identified by Seller or the Purchaser as uncollectible.

“Discount Rate” means, with respect to a Purchase Transaction, the rate (based on monthly rather than semi-annual compounding of interest) of 8.75% on an Assigned Payment stream of 60 months, and 8.99% on an Assigned Payment stream of 60 to 120 months, fixed for the term of the Assigned Payments; provided, however, that Purchaser may increase or decrease the Discount Rate upon 30 days prior written notice to the Seller.

“Dollars” or “\$” means lawful money of Canada.

“Enbridge” means Enbridge Gas Distribution Inc.

“Enbridge Agreements” means, collectively, the Open Bill Agreement and the Amended and Restated Proceeds Transfer, Servicing and Trust Agreement between Enbridge, various Billers and BNY Trust Company of Canada effective from time to time, as each may be amended, modified, supplemented or replaced from time to time.

“End of Term Payments” means any amounts payable by the Customer under a Relevant Lease Contract after 120 months of the first payment date under such Relevant Lease Contract.

“Equipment” means water heaters and heating, ventilation and air conditioning, water treatment systems, light emitting diode equipment of a type and manufacture satisfactory to Purchaser, and such other consumer equipment as may be agreed upon from time to time by Purchaser and the Seller for the purpose of the Purchase Transactions contemplated by this Agreement.

“Equipment Servicing” means, with respect to the Equipment subject to any Relevant Lease Contract, arranging service from qualified third party contractors required to repair or service such Equipment to good working order during the initial term of such Lease Contract.

“GAAP” means those accounting principles which are recognized as being generally accepted in Canada from time to time as set out in the handbook published by the Canadian Institute of Chartered Accountants.

- 4 -

“General Security Agreement” means a general security agreement granting to Purchaser a security interest in and to all of the assets and undertaking of the Seller which security interest will provide Purchaser with a first priority security interest over all Collateral and a security interest in all other assets of the Seller. Purchaser undertakes to reasonably consider requests from the Seller to subordinate Purchaser’s security interest under the General Security Agreement to a lead lender of the Seller.

“in writing” or “written” means any form of written communication or a communication by means of facsimile or telex device.

“including” means “including without limitation”, and “includes” shall mean “includes without limitation”.

“Invoice” shall mean an invoice entered into between the Seller and Purchaser, substantially in the form of Exhibit A hereto, with respect to the Purchase Transaction more particularly described or referred to therein.

“Lease Contract” means a contract, in form and substance satisfactory to Purchaser, entered into between the Seller and a Customer, pursuant to which the Seller has leased Equipment to such Customer for an original term of not more than 180 months from the first payment thereunder, with monthly lease payments during such term.

“Lien” means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of any particular property that is prior to the right of any other creditor in respect of such property.

“Loss Ratio” means, for any quarter, the ratio (expressed as a percentage and computed as of the last day of such quarter) of (a) the amount obtained by multiplying by 4 the amount equal to the Net Outstanding Balance of all Relevant Lease Contracts which became Defaulted Leases during such quarter; to (b) the Net Outstanding Balance of all Relevant Lease Contracts as of the end of such quarter.

“Material Adverse Effect” means a material adverse effect on the business, property, condition (financial or otherwise) or prospects of the Seller or a material adverse effect on the ability of any of the Seller to perform its obligations under this Agreement.

“Net Outstanding Balance” means, at any particular time with respect to any Relevant Lease Contract, the present value of the remaining Assigned Payments (excluding the Annual Increases) under such Relevant Lease Contract payable within 120 months of the first payment date under each such Relevant Lease Contract at such time, calculated at the Discount Rate applicable to the Purchase Transaction pursuant to which the Assigned Payments under such Relevant Lease Contract were purchased by Purchaser.

“Open Bill Agreement” means the Open Bill Access Billing and Collection Services Agreement between the Seller and Enbridge Gas Distribution Inc. dated as of

November 5, 2014, as the same may be amended, supplemented, modified or replaced from time to time.

“Original Program Agreement” has the meaning ascribed in the first recital.

“Permitted Liens” means, at any time, the following:

- (i) Liens in favour of Purchaser;
- (ii) purchase money security interests in equipment (including capital leases) so long as such security interests do not apply to any property of the Seller other than the equipment so acquired, and the indebtedness secured thereby does not exceed the cost of the equipment so acquired;
- (iii) Liens in favour of Royal Bank of Canada provided that such Liens do not attach to the Purchased Assets;
- (iv) Liens in favour of Enbridge; and
- (v) such other Liens (if any) as may be permitted in writing by Purchaser.

“person” is to be broadly interpreted and shall include an individual, a corporation, a partnership, a trust, an unincorporated organization, a joint venture, the government of a country or any political subdivision thereof, or an agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

“Potential Termination Event” means any event, act or condition which, if not remedied with the giving of notice or lapse of time, or both, would constitute a Termination Event.

“Proceeds” means, with respect to any property or asset, including any Purchased Assets or any Collateral, all property in any form, derived directly or indirectly from any dealing with such property or asset or the Proceeds therefrom, and includes any payment representing indemnity or compensation for loss or theft of, or damage or destruction to, such property or asset or Proceeds thereof, including insurance proceeds.

“Proceeds of Realization” means, with respect to any Relevant Lease Contract, the net cash and non-cash proceeds of any sale, disposition or other realization of the Equipment applicable to such Relevant Lease Contract, and includes any insurance or similar recoveries with respect to the related Equipment that are to be or have been, as the context may require, applied in reduction of the liability of the applicable Customer under such Relevant Lease Contract.

“property” includes any asset, property, revenue or undertaking, whether tangible or intangible, and whether or not shown on a balance sheet in accordance with GAAP.



“Purchased Assets” has the meaning ascribed thereto in Section 2.01.

“Purchase Period” means and constitutes that period commencing on November 7, 2014 as more particularly set out in paragraph 2.01(5) hereunder.

“Purchase Price” means, with respect to any Purchase Transaction, an amount calculated by discounting the sum of the remaining Assigned Payments (excluding the Annual Increases) under all Relevant Lease Contracts subject to such Purchase Transaction payable within 120 months of the first payment date under each such Relevant Lease Contract at the applicable Discount Rate. For greater certainty, the Purchase Price does not include any Annual Increases or End of Term Payments.

“Purchase Transaction” means a purchase of Purchased Assets by Purchaser from the Seller pursuant to this Agreement and the relevant Invoice.

“Related Assets” means, in respect of any Assigned Payments, the following:

- (i) the Relevant Lease Contract, including all rights, powers, remedies and other benefits of the Seller thereunder;
- (ii) all rights in or to payments under all present and future insurance policies maintained by any Customer or by the Seller in respect of any of such *Relevant Lease Contracts*;
- (iii) the related Equipment;
- (iv) all present and future guarantees, indemnities, warranties and other agreements or arrangements of whatsoever character from time to time supporting or securing payment or performance of the related Customer’s obligations thereunder, whether pursuant to such Relevant Lease Contract or otherwise, including any residual value guarantees and any agreements under which any third party is obligated to assist in any repossession and/or sale of repossessed collateral, or to purchase repossessed collateral and other repurchase and/or remarketing arrangements and any security therefor, but only insofar as they relate to such Customer’s obligations under such Relevant Lease Contract;
- (v) all present and future payments made on account of any loss of or damage to the related Equipment, excess wear and tear thereon or excess use thereof, whether under such Relevant Lease Contract or otherwise;
- (vi) all claims, demands, actions, damages and indemnities owing to the Seller with respect to any present or future patent and copyright indemnity agreements or manufacturers’ or suppliers’ warranties relating to any such Equipment, except to the extent that the same indemnify against liability to others;

- (vii) any Lien on any assets mortgaged, charged, assigned or otherwise encumbered under or in connection with such Relevant Lease Contract; and
- (viii) all Proceeds of, from or with respect to any or all of the foregoing.

“Related Documents” means any agreement, document, exhibit, notice or other written communication which has, at any time, been delivered by the Seller to Purchaser pursuant hereto, including the General Security Agreement and Invoices.

“Relevant Lease Contract” means, at any time, any Lease Contract which has been described or otherwise identified in an Invoice.

“Repurchase Event” has the meaning in Section 2.06.

“Required Reserve Amount” means, at any time, an amount equal to 3% of the Net Outstanding Balance at such time.

“Security” means the documents described in Section 3.01(b)(iv) and any other document pursuant to which the Seller grants to Purchaser security over its assets.

“Settlement Amount” shall have the meaning ascribed thereto in the Enbridge Agreements.

“Termination Event” means any of the following events or circumstances:

- (i) the Seller fails to pay any fee or other amount when due and payable hereunder and such failure continues for three Business Days or more;
- (ii) the Seller fails to make any payment or deposit to be made by it hereunder within two Business Days of the date when due;
- (iii) the Seller defaults in the performance or observance of any term or covenant contained in paragraph 5.01(d), or if it defaults in the performance or observance of any other term or covenant contained in this Agreement (other than as set out in subsections (i) and (ii) above) or any other agreement with Purchaser and such default continues for 30 days or more after the earlier of the date on which it first has actual knowledge of such default and the date on which written notice of such default is given to it by Purchaser;
- (iv) any Affiliate of the Seller defaults in the performance or observance of any term or covenant of any agreement with Purchaser which is not cured within any grace period applicable to any such breach;

- (v) any representation or warranty by the Seller contained in this Agreement or in any certificate delivered hereunder by it shall be untrue in any material respect on the date as of which it was made;
- (vi) the Loss Ratio is greater than 3.00%;
- (vii) the Seller is in default under the Open Bill Agreement or any other agreement with Enbridge referred to therein or relating thereto and such default is not cured within the time period specified therein;
- (viii) the Seller defaults on the payment of any principal of or any interest on any indebtedness equal to or greater than \$10,000 (after the passage of all applicable grace periods), or breaches any term of such indebtedness or of any loan agreement, mortgage, indenture or other agreement relating thereto pursuant to which the Seller has indebtedness equal to or greater than \$10,000 (after the passage of all applicable grace periods) if there is an acceleration under the applicable instrument and a demand for payment of the accelerated amount;
- (ix) the Seller is or it will become unlawful for it to perform or comply with any or all of its obligations under this Agreement, or if any of its obligations under this Agreement shall cease to be its legal, valid, binding and enforceable obligation, or if the enforceability of any such obligation is disputed by it;
- (x) if a change of control of the Seller occurs without the prior consent of Purchaser, which consent will not be unreasonably held;
- (xi) if the Seller suffers an event that would have a Material Adverse Effect on the financial condition of the Seller as determined by Purchaser;
- (xii) the Seller commits an act of bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) or institutes proceedings for its winding up, liquidation or dissolution, or takes action to become a voluntary bankrupt, or consents to the filing of a bankruptcy proceeding against it, or files a petition or other proceeding seeking reorganization, readjustment, arrangement, composition or similar relief under any bankruptcy law or insolvency law or consents to the filing of any such petition or other proceeding, or consents to the appointment of a receiver, liquidator, trustee or assignee in bankruptcy or insolvency of the whole or any material part of its property, or makes an assignment for the benefit of creditors, or publicly announces or admits in writing its inability to pay its debts generally as they become due, or suspends or threatens to suspend transaction of all or any substantial part of its usual business, or any action is taken by it or any of its shareholders in furtherance of any of the foregoing; or

- (xiii) proceedings are instituted in any court of competent jurisdiction by anyone other than the Seller or a shareholder of the Seller for the winding up, liquidation or dissolution of such person, or for any reorganization, readjustment, arrangement, composition or similar relief with respect to the Seller under any bankruptcy law or any other applicable insolvency law, or for the appointment of a receiver, liquidator, trustee or assignee in bankruptcy or insolvency of the whole or any material part of the property of the Seller, and at any time thereafter such proceeding is not Contested by the Seller, or if any order sought in any such proceeding is granted and at any time thereafter such order is not either dismissed or Contested by the Seller and the effect thereof stayed.

**1.02 Headings and References.** The division of this Agreement into Articles, Sections, Subsections, paragraphs and clauses, the insertion of headings and the provision of any table of contents are for convenience of reference only and shall not affect the construction or interpretation hereof. The Article, Section and other headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer. All uses of the words "this Agreement", "hereof", "herein", "hereto", "hereunder" and "hereby" and similar expressions refer to this Consumer Lease Program Agreement as a whole and not to any particular provision of it. References to an Article, Section, Subsection, paragraph, clause or Exhibit refer to the applicable Article, Section, Subsection, paragraph, clause or Exhibit of this Agreement.

**1.03 Time.** All time references herein shall, unless otherwise specified, be references to local time in Toronto, Canada.

**1.04 Number and Gender.** Unless the context requires otherwise, words importing the singular shall include the plural and vice versa, and words importing gender shall include all genders.

**1.05 Entire Agreement.** This Agreement constitutes the entire agreement among the parties relating to the subject matter hereof and supersedes, and replaces any and all prior agreements, negotiations, discussions and understandings, written or oral, between Purchaser and the Seller, including without limitation the Original Program Agreement.

**1.06 Statute References.** Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

**1.07 Severability.** If at any time any one or more of the provisions of this Agreement is or becomes invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severed from this Agreement to the extent of such invalidity, illegality or unenforceability, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be in any way affected or impaired thereby.

**1.08 Governing Law.** This Agreement and all certificates and other documents delivered to Purchaser hereunder shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.09 Exhibits. The Exhibits attached hereto shall constitute and form a part of this Agreement.

2 PURCHASE AND SALE OF LEASE CONTRACTS AND RELATED EQUIPMENT

2.01 Purchase and Sale Transactions

(1) During the Purchase Period, the Seller will sell to Purchaser and Purchaser will purchase from the Seller Assigned Payments under certain Lease Contracts and the Related Assets (collectively, the "Purchased Assets") for a price equal in each case to the Purchase Price calculated with respect thereto, plus any additional consideration specified herein. Each request for a Purchase Transaction shall be made by the Seller to Purchaser not less than ten (10) Business Days prior to the date on which such Purchase Transaction is to occur. Requests for Purchase Transactions cannot be made more frequently than once per week. No Purchase Transaction shall be completed unless and until all conditions specified in Sections 3.01 and 3.02 shall have been satisfied. Notwithstanding the foregoing, Purchaser may immediately terminate the Purchase Period by written notice to the Seller during the continuance of a Termination Event unless waived by the Purchaser in its sole discretion.

(2) In connection with each Purchase Transaction, the Seller shall submit to Purchaser the Lease Contracts to be purchased by Purchaser, together with such information relating to the applicable Customers and the related Equipment as Purchaser may reasonably request with respect to such Lease Contracts. All such Lease Contracts and applicable Customers shall conform to Purchaser's Credit and Collection Policies.

(3) On the date of each Purchase Transaction and subject to the terms and conditions of this Agreement and the related Invoice, Seller shall transfer to the Purchaser, without recourse (except as provided herein), and the Purchaser shall purchase from the Seller, all of the Seller's right, title and interest in and to all Assigned Payments with respect to the Lease Contracts described or otherwise identified in such Invoice and all Related Assets with respect thereto. In consideration of the transfer of the Purchased Assets on the date of each Purchase Transaction, the Purchaser shall pay to the Seller and satisfy the Purchase Price for such Purchase Transaction as follows:

- (i) by crediting to the Cash Reserve Account the Applicable Cash Reserve Amount specified in the related Invoice; and
- (ii) by paying to the Seller, an aggregate amount equal to the aggregate Purchase Price of all Lease Contracts subject to such Purchase Transaction, minus the amount, if any, credited to the Cash Reserve Account pursuant to clause (i) of this Section 2.01(3), and minus any other amount then due and payable by the Seller under or in connection with this Agreement;

and the Seller shall be entitled to any additional consideration specified herein. The Purchase Price will be allocated to the Lease Contracts and the Related Assets as the Purchaser may

determine in its sole discretion provided that with respect to any Equipment purchased hereunder, the Purchaser shall allocate the Purchase Price based on the fair market value of such Equipment.

(4) The parties hereto intend that each Invoice constitutes an absolute transfer of all Purchased Assets specified in such Invoice and is not intended, and should not be construed, as a loan or an assignment by way of security. The Purchase Transactions made pursuant to this Agreement do not constitute and are not intended to result in the creation or assumption by the Purchaser of any obligation of the Seller or any other Person in connection with any of the Purchased Assets, including any obligations to any Customers.

(5) The period for the purchase and sale of Purchased Assets as set out in Section 2.01 continues until November 30, 2017, and provided no Termination Event has occurred, shall be automatically renewed for one (1) additional two (2) year term. Following the completion of the extended term, any further renewal shall be on terms then agreeable to both the Seller and Purchaser.

(6) Purchaser shall also enjoy a thirty (30) day matching right on any new financing arrangements. The matching period shall begin when the Seller has provided Purchaser with an executive summary overview of the new financing arrangement which contains all information and documentation reasonably required by Purchaser to make any financing proposal together with a summary of terms of the third-party offer received.

(7) Nothing in these terms shall preclude the Seller from self-financing any Lease Contract from internal cash flow.

**2.02 Cash Reserves.**

(a) At the time of each Purchase Transaction under this Agreement, an amount equal to the Applicable Cash Reserve Amount for such Purchase Transaction shall be deposited with Purchaser by way of cash for deposit to the Cash Reserve Account. If at any time the amount of funds in the Cash Reserve Account falls below the Required Reserve Amount, the Seller will remit to Purchaser for deposit to the Cash Reserve Account cash until such time as the Cash Reserve Account has been restored to the Required Reserve Amount.

(b) Purchaser and the Seller shall review the Cash Reserve Account on a monthly basis. If on the last day of any month the amount in the Cash Reserve Account exceeds the Required Reserve Amount, and provided no Termination Event or Potential Termination Event has then occurred, the Purchaser shall release to the Seller an amount equal to the amounts in excess of the Required Reserve Amount, in the Cash Reserve Account.

(c) The Purchaser shall credit to the Cash Reserve Account the amount of (i) any payments received on account of Annual Increases, (ii) any End of Term Payments under the Lease Contracts and (iii) 50% of any amounts received in excess of the Net Outstanding Balance with respect to any Lease Contracts where the underlying Customer has, pursuant to the terms thereof, agreed to purchase the Equipment, in each case as and when received. Such amounts to

be applied to and form part Required Reserve Amount which is evaluated monthly in accordance with Section (b) above.

(d) The parties acknowledge and agree that any payments made to the Seller on account of amounts credited to the Cash Reserve Account shall be deemed to be additional consideration at such time. If at any time any payments are made to the Seller on account of amounts credited to the Cash Reserve Account, such amounts shall be allocated as between payments in respect of the Purchase Price and additional consideration payable to the Seller, as determined by the Seller, acting reasonably, based on its determination of the source of the available amounts.

**2.03 Limited Recourse.** Except for the indemnity as set out in Section 5.01(k), it is specifically acknowledged and agreed that Purchaser may, with respect to any Purchase Transaction, only have recourse against the Purchased Assets and the Collateral. In the event that the Seller is required to indemnify Purchaser pursuant to Section 5.01(k), there shall be no limitation to the recourse of Purchaser to the assets of the Seller.

**2.04 Default by Customers.**

(a) At any time after a Relevant Lease Contract becomes a Defaulted Lease, Purchaser shall, from time to time, debit the Cash Reserve Account in an aggregate amount equal to the Net Outstanding Balance for such Relevant Lease Contract. Upon receipt by Purchaser of any Proceeds of Realization in respect of any Defaulted Lease (excluding any amounts received in respect of sales taxes), Purchaser shall apply such Proceeds of Realization, firstly, to Purchaser, to the extent that any Net Outstanding Balance of such Lease Contract had not been satisfied out of the aggregate amount debited from the Cash Reserve Account and, secondly, by crediting the Cash Reserve Account by an amount equal to the balance of such Proceeds of Realization; and

(b) The Seller shall use all reasonable commercial efforts to enforce the rights of the lessor under the Relevant Lease Contract in default and to recover the maximum amount on account of the amounts owing under such Lease Contract.

**2.05 Taxes.** Purchaser shall promptly pay and discharge when due all Canadian federal and provincial goods and services taxes and sales taxes, and any penalties or interest related thereto, in relation to its purchases of Relevant Lease Contracts pursuant to this Agreement, and Purchaser agrees to indemnify and save the Seller harmless from and against any such taxes, penalties or interest charged to or imposed upon the Seller.

**2.06 Deemed Repurchase.** If the Purchaser determines that (a) any Relevant Lease Contract specified in an Invoice did not meet the requirements of Section 4.01(j) on the date of the related Purchase Transaction, or (b) a Lien (other than a Permitted Lien) has been validly asserted against a Relevant Lease Contract or any Related Assets with respect thereto or any Collateral with respect thereto (a "Repurchase Event") then (A) the Purchaser shall notify the Seller in writing and in reasonable detail, of the occurrence of such Repurchase Event by no later than the fifth Business Day after the end of the month in which such Repurchase Event shall have occurred and (B) the Seller shall promptly, and in any event within two Business Days of the

receipt of such notice by the Purchaser, pay to the Purchaser an amount equal to the Net Outstanding Balance for such Relevant Lease Contract and, upon payment to the Purchaser of all amounts required to be paid to the Purchaser under this Section 2.06 with respect to any Lease Contract, such Lease Contract and the Related Assets with respect thereto shall be sold, released, transferred and assigned back to the Seller.

**3 CONDITIONS PRECEDENT TO PURCHASE TRANSACTIONS**

**3.01 Conditions Precedent to Initial Purchase Transaction.** The obligation of the Purchaser to complete the Purchase Transaction contemplated in the initial Invoice hereunder is subject to the Purchaser having received each of the following documents, in each case, in form and substance satisfactory to the Purchaser, or the Purchaser being satisfied of the fulfilment of any other condition precedent (provided that the Purchaser may, at its option, waive in writing the requirement, in whole or in part, for any such deliveries or fulfilment):

(a) Purchaser shall have received such financial and other information relating to the Seller as it shall have reasonably requested.

(b) The following documents in form, substance and execution acceptable to Purchaser shall have been delivered by the Seller to Purchaser:

- (i) a certified copy of the constating documents and by laws of the Seller, and of all corporate proceedings taken and required to be taken by the Seller to authorize the execution and delivery of this Agreement and the Invoice's and the performance of the transactions by it contemplated therein;
- (ii) a certificate of incumbency for the Seller setting forth specimen signatures of the persons authorized to execute this Agreement and the Invoices;
- (iii) an originally executed copy of this Agreement;
- (iv) an originally executed copy of a general security agreement granting to Purchaser a security interest in and to all of the assets and undertaking of the Seller which security interest will provide Purchaser with a first priority security interest over all Relevant Lease Contracts encompassing Assigned Payments purchased by Purchaser under any Purchase Transaction, to the extent not assigned, all related Collateral, the Cash Reserve Amount and any other assets related to the foregoing and a subordinate interest in all other assets;
- (v) reports showing the results of searches conducted in each jurisdiction reasonably identified by the Purchaser, against (x) the Seller, and (y) its predecessors to determine the existence of any Liens in the Purchased Assets and the Collateral, together with evidence of the discharge and release of all Liens of any person in any of the Purchased Assets and the Collateral and copies of any estoppel or no-interest letters which the Purchaser shall have reasonably requested to confirm that any registration



or filing against the Seller made in favour of any Person that could be relied upon to perfect or protect a Lien in any such property does not and will not be relied upon for such purpose; and

- (vi) such other documents relative to this Agreement and the transactions contemplated herein as Purchaser may reasonably require.

**3.02 Conditions Precedent to All Purchase Transactions.** The obligation of the Purchaser to complete the Purchase Transactions contemplated in each Invoice hereunder (including the initial Invoice) is subject to fulfilment of each of the following conditions precedent (each of which may, in writing, be waived in whole or in part by the Purchaser at its option):

(a) There shall exist no Termination Event or Potential Termination Event relative to the Seller, and the Seller shall have delivered to Purchaser, if so requested by Purchaser, a certificate of a senior officer of the Seller to such effect.

(b) The representations and warranties of the Seller contained in Section 4.01 shall be true on and as of the date of such Purchase Transaction with the same effect as if such representations and warranties had been made on an as of such date, and the Seller shall have delivered to Purchaser, if so requested by Purchaser, a certificate of a senior officer of the Seller to such effect.

(c) The balance recorded in the Cash Reserve Account immediately prior to the date of such Purchase Transaction shall be equal to or greater than 3.0% of the Net Outstanding Balance for all Relevant Lease Contracts which are assigned to the Purchaser hereunder at such time;

(d) Each Relevant Lease Contract shall be billed under the Open Bill Agreement or on a pre-authorized payment basis in favour of Purchaser.

(e) Each Relevant Lease Contract shall have been duly executed and delivered by each of the Seller and the Customer thereunder, and neither the Seller nor such Customer shall be in default thereunder.

(f) The Equipment shall have been fully paid for by the Seller. Such Equipment shall also be in good working order and shall be subject to no Lien other than Permitted Liens, and the Seller shall have provided evidence of payment in full for such Equipment if so requested.

(g) The Seller shall have delivered to Purchaser an original executed copy of each Relevant Lease Contract, delivery and acceptance certificate and a geowarehouse search confirming the homeowner's name related thereto and an electronic file relative to each Relevant Lease Contract and the related Equipment in substance satisfactory to Purchaser.

(h) The Seller shall have duly executed and delivered an Invoice relative to each Relevant Lease Contract.

(i) The Seller shall have provided evidence of all filings or registrations necessary to protect the lessor's interests under each Relevant Lease Contract.

(j) There shall not have elapsed more than one year from the date of any Relevant Lease Contract, unless otherwise consented to by Purchaser.

4 REPRESENTATIONS AND WARRANTIES

4.01 Representations and Warranties by the Seller. To induce Purchaser to purchase the Purchased Assets hereunder, the Seller represents and warrants to Purchaser that:

(a) Corporate Status and Power. The Seller is a corporation duly incorporated and organized and validly existing under the laws of its jurisdiction of incorporation, and has full corporate power and authority to own its property, to carry on the business carried on by it (which is and will continue to be only the business contemplated by this Agreement), and to enter into and perform this Agreement, any Related Documents and any Lease Contract.

(b) Qualification and Compliance with Law. The Seller is duly qualified and has full legal right to own its property and to carry on the business carried on by it, and is in compliance with all Applicable Law.

(c) Remittance of Taxes. The Seller is not in arrears with respect to required filings and remittances with any taxing authority in any jurisdiction where the Seller carries on business.

(d) Authorization; Consents; Enforceable Obligations. The Seller has taken all corporate action necessary to be taken by it to authorize the execution, delivery and performance of this Agreement, any Related Documents and any Relevant Lease Contract. Except as has been obtained and is in full force and effect, no consent, waiver or authorization of, or filing with or notice to, any person (including any creditors or shareholders of the Seller) is required to be obtained in connection with the execution, delivery or performance by the Seller of this Agreement, any Related Documents or any Relevant Lease Contract. This Agreement has been, and any Related Documents and any Relevant Lease Contract will be, duly executed and delivered by the Seller, and constitutes, or will constitute on delivery in the case of any Related Documents and any Relevant Lease Contract, a legal, valid and binding agreement of the Seller enforceable against the Seller in accordance with its terms.

(e) No Conflicts. The execution, delivery and performance by the Seller of this Agreement, any Related Documents and any Relevant Lease Contract will not conflict with or result in a breach of any Applicable Law, and will not conflict with, or result in a breach of, or constitute a default under, any of the provisions of the articles of incorporation, other constating documents or by laws of the Seller or any agreement, permit or other Contractual Obligation to which the Seller or any of its Affiliates is a party or by which it is bound.

(f) Litigation, etc. Except as previously disclosed in writing by the Seller to Purchaser, there is no action, suit or proceeding (whether or not purportedly on behalf of the Seller) pending or, to the knowledge of the Seller, threatened, against or affecting the Seller before any court or before or by any governmental department, commission or agency, in Canada

or elsewhere, or before any arbitrator or board, and the Seller is not in default with respect to any order or award of any arbitrator or government department, commission or agency or otherwise seeking damages or payment of monies which exceed the sum of \$10,000.00.

(g) Termination Events. No Termination Event or Potential Termination Event relative to the Seller has occurred or is continuing.

(h) Title to and Sufficiency of Property. The Seller is the legal and beneficial owner of all Relevant Lease Contracts included in any Purchase Transaction hereunder and the related Equipment, in each case free of all Liens other than Permitted Liens.

(i) Conditions under Lease Contracts. As at the date of each Purchase Transaction, all covenants and obligations of any kind whatsoever to be performed or fulfilled by the Seller as lessor under each Relevant Lease Contract to be included in such Purchase Transaction, including without limitation all conditions precedent to the obligation of the Customer thereunder to pay all amounts expressed to be payable thereunder when due, have been duly performed or fulfilled.

(j) Lease Contracts. In respect of each Relevant Lease Contract to be included in a Purchase Transaction:

- (i) each Relevant Lease Contract is in the form of Exhibit "B" hereto, the Seller has not given any consents, approvals or waivers, or agreed to any amendments, or made any representations, warranties or commitments to the Customer thereunder, which would in any way impair the rights of the Seller (or of Purchaser as purchaser) to receive all amounts expressed to be payable thereunder when due;
- (ii) there has been no payment of any amount under such Relevant Lease Contract prior to the time that it is specified therein to be payable;
- (iii) such Relevant Lease Contract is not a Defaulted Lease;
- (iv) the related Equipment is accurately described therein, is in good operating condition and has been delivered, properly installed by a qualified installer, and accepted without conditions or objection by the Customer thereunder;
- (v) the Customer thereunder has no valid basis for contestation of the right of the Seller (or of Purchaser as purchaser) to receive all amounts expressed to be payable thereunder when due (in each case without setoff or abatement whatsoever) and no right of rescission, cancellation, set-off, counter-claim or defence has been asserted or threatened with respect to such Relevant Lease Contract;
- (vi) the terms of each Relevant Lease Contract, the origination thereof and the execution and delivery thereof by each of the parties thereto do not

contravene any Applicable Laws (including any applicable consumer protection legislation);

- (vii) such Relevant Lease Contract has been duly executed and delivered by the Customer thereunder, is bona fide, and is a valid and legally binding obligation of such Customer and the Seller enforceable in accordance with its terms;
- (viii) the Seller is expressly permitted to assign the Purchased Assets and to grant a security interest in the Collateral, in whole or in part, without notice to or the consent of the applicable Customer thereof or any other person or any other restriction, in order for the Purchaser to enforce such assignment against such Customer;
- (ix) no person other than the Seller has any right, title or interest in or to such Relevant Lease Contract or the related Equipment (except the Customer as lessee under such Relevant Lease Contract);
- (x) all registrations, recordings and filings (including without limitation the filing of any financing statement pursuant to the *Personal Property Security Act (Ontario)*) have been made as are necessary or of advantage to perfect and protect the interest of the Seller with respect to such Relevant Lease Contract and the related Equipment;
- (xi) all taxes and other governmental fees and charges then due and payable against, on or in respect of such Purchased Assets or such Collateral are paid in full up to the date of such Purchase Transaction;
- (xii) the Customer thereunder has been informed in writing of the appropriate procedure to obtain Equipment Servicing;
- (xiii) all information delivered by the Seller to Purchaser with respect to such Relevant Lease Contract and the related Equipment is accurate;
- (xiv) all Equipment has a non-removable, heat resistant sticker affixed to the Equipment with a 1-800 customer service telephone number and identifying the Equipment as the property of the Seller; and
- (xv) the Customer has insured the Equipment in accordance with the provisions of the Relevant Lease Contract.

**4.02 Representations and Warranties by Purchaser.** To induce the Seller to sell the Purchased Assets hereunder, Purchaser represents and warrants to the Seller that:

(a) Corporate Status and Power. Purchaser is a corporation duly incorporated and organized and validly existing under the laws of its jurisdiction of incorporation, and has full corporate power and authority to own its property, to carry on the business carried on by it

(which is and will continue to be only the business contemplated by this Agreement), and to enter into and perform this Agreement.

(b) Qualification and Compliance with Law. Purchaser is duly qualified and has full legal right to own its property and to carry on the business carried on by it, and is in compliance with all Applicable Law.

(c) Authorization; Consents; Enforceable Obligations. Purchaser has taken all corporate action necessary to be taken by it to authorize the execution, delivery and performance of this Agreement. Except as has been obtained and is in full force and effect, no consent, waiver or authorization of, or filing with or notice to, any person (including any creditors or shareholders of Purchaser) is required to be obtained in connection with the execution, delivery or performance by Purchaser of this Agreement. This Agreement has been duly executed and delivered by Purchaser, and constitutes a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

(d) No Conflicts. The execution, delivery and performance by Purchaser of this Agreement will not conflict with or result in a breach of any Applicable Law, and will not conflict with, or result in a breach of, or constitute a default under, any of the provisions of the articles of incorporation, other constating documents or by laws of Purchaser or any agreement, permit or other Contractual Obligation to which Purchaser is a party or by which it is bound.

4.03 **Survival.** All representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and the purchase and sale of the Purchased Assets from time to time, and the completion of each Purchase Transaction shall constitute a reaffirmation on and as of the date thereof, by reference to the then existing facts and circumstances, of all representations and warranties of the Seller contained in this Agreement.

## 5 COVENANTS

5.01 **Covenants by the Seller.** So long as Purchaser is obliged to purchase any Purchased Assets hereunder, the Seller covenants and agrees that it shall:

- (a) Information. Furnish to Purchaser:
- (i) not later than 120 days after the end of each financial year of the Seller, a copy of the review engagement financial statements of the Seller as at the end of such financial year;
  - (ii) not later than 45 days after the end of each financial quarter (including the last quarter) of each financial year of the Seller, a copy of the unaudited balance sheet of the Seller as at the end of such quarter and the related unaudited statements of income, retained earnings and changes in financial position of the Seller for such quarter and the portion of the financial year through the end of such quarter, setting forth in each case in comparative form the figures for the previous financial year of the Seller, along with a certificate of the chief financial officer of the Seller stating that in his

- 19 -

opinion such financial statements present fairly the financial position of the Seller at the date of such statements and for the financial quarter included in such statements;

- (iii) concurrently with the delivery of the financial statements referred to in clauses (i) and (ii) above, a certificate of the Secretary of the Seller stating that, to the best of such officer's knowledge, the Seller during such period has observed or performed all of its covenants and other agreements contained in this Agreement to be observed or performed by it, and that such officer has obtained no knowledge of any Termination Event or Potential Termination Event except as specified in such certificate; and
- (iv) promptly, such additional financial and other information relating to the Seller as Purchaser may from time to time reasonably request.

(b) Notices. Give notice of each of the following events to Purchaser promptly upon becoming aware of any such event:

- (i) any Termination Event or Potential Termination Event on the part of the Seller; and
- (ii) any event which has had, or which has a reasonable possibility of having, a Material Adverse Effect on the Seller.

(c) Liens. Not create, incur, assume or suffer or permit to exist any Lien upon any Relevant Lease Contracts, Equipment or proceeds thereof, whether now owned or hereafter acquired, except for Permitted Liens.

(d) Payments in Trust. The Seller shall comply with the billing and collection procedures set out in Section 6. If any monies are received otherwise than in compliance with Section 6, the Seller shall receive in trust and punctually pay over to Purchaser all amounts which may from time to time be received by the Seller on account of any Relevant Lease Contract that has been purchased by Purchaser hereunder.

(e) Notice of Litigation. The Seller shall notify Purchaser in the event any litigation for an amount equal to or greater than \$10,000 is commenced or threatened by the Customer under any Relevant Lease Contract against the Seller or Purchaser, forthwith upon the Seller obtaining knowledge thereof.

(f) Enbridge Account. The Seller agrees that it shall not, without the written consent of Purchaser, direct Enbridge to remit payments owing under the Open Bill Agreement to any bank account other than the account referred to in Section 6.02 of this Agreement.

(g) Location of Assets. The Seller shall provide Purchaser with at least 30 days prior written notice of its intention to move its business from the address provided for opposite its name on the signature page of this Agreement.

(h) Payment of Costs and Expenses. The Seller shall reimburse Purchaser on demand in writing, for all reasonable actual out-of pocket expenses incurred by on or behalf of Purchaser including, without limitation, the reasonable fees and disbursements of counsel to Purchaser in connection with the enforcement of the rights of Purchaser under this Agreement or any other documentation ancillary to the completion of the transactions contemplated hereby; for greater certainty, Purchaser agrees that fees and disbursements of counsel incurred with the preparation of this Agreement shall be for the account of Purchaser.

(i) Equipment Installation and Servicing. The Seller shall ensure that all Equipment under Relevant Lease Contracts purchased by Purchaser are covered by a 10 year warranty with a warranty provider acceptable to Purchaser and upon terms and conditions acceptable to Purchaser. The Seller shall ensure that all Equipment installation and service work to be performed thereon, whether for warranty or otherwise, be completed in a timely, diligent, professional and competent manner employing skilled and qualified individuals in accordance with the highest industry standards and with all Applicable Laws including, without limitation, TSSA license requirements, WSIB certification, adequate liability insurance and any other reasonable requirements requested by Purchaser. The Seller shall be responsible for all labour costs incurred for Equipment repairs required to correct problems or defects arising as a result of the installation of such Equipment within the first 90 days of the installation date of any Equipment, except to the extent that such repairs or replacement are covered by the applicable manufacturer's warranty.

(j) Service Response Times. In addition, the Seller shall ensure that the following service response times for services provided Monday to Sunday inclusively, be followed in connection with servicing of Equipment: (i) calls received by 4:00 p.m. relation to no hot water or water leaking from Equipment shall be responded to within 8 hours of receipt, with calls received after 4:00 p.m. being responded to before 4:00 p.m. of the next day; and (ii) call backs and all other calls shall be responded to within 24 hours of receipt.

(k) Indemnity. Without prejudice to any other rights of the Purchaser hereunder or under any Applicable Law, the Seller hereby agrees to indemnify the Purchaser and its agents and their respective officers, directors and employees (each, an "**Indemnified Person**") and to save them harmless from and against any and all damages, losses, claims, liabilities, costs and expenses (including reasonable legal fees and disbursements on a solicitor and own client basis) awarded against or incurred by any of them arising out of or as a result of:

- (i) any representation, warranty or statement made by the Seller (or any of its officers) in or in connection with this Agreement or any Related Document to which it is a party, which was incorrect when made or delivered;
- (ii) the failure of the Seller to perform or observe any of its covenants, duties or obligations hereunder or under any of the Related Documents to which it is a party;
- (iii) the failure by the Seller to comply with any Applicable Law with respect to any of the Purchased Assets and the Collateral, including any applicable

consumer protection, bulk sales, competition, personal information protection or any other privacy legislation, or the non-conformity of any of the Purchased Assets and the Collateral with any Applicable Law;

- (iv) any claims, disputes, damages, penalties and losses arising from any part of the Purchased Assets or the Collateral, other than (A) losses attributable to the gross negligence or wilful misconduct of the Purchaser or its officers, employees or agents, or (B) losses attributable to any Customer's failure to discharge its payment obligations under the related Relevant Lease Contract because of such Customer's bankruptcy or insolvency;
- (v) any claims asserted against the Cash Reserve Account by any of the creditors of the Seller; and
- (vi) any taxes which may be imposed on any Indemnified Person in any manner, directly or indirectly, in connection with this Agreement, any Related Documents or the transactions contemplated hereunder or thereunder, other than Taxes which, on the date hereof, are imposed on or measured by the overall net income or capital of such Indemnified Person, and penalties or interest thereon.

(l) Insurance. The Seller will obtain and maintain insurance of such types (including contingent liability insurance) against such risks as is prudent for a business of an established reputation, in such amounts and in a form and substance acceptable to Purchaser and with reputable insurers acceptable to Purchaser and (i) if requested by the Purchaser, the Seller will deliver to Purchaser a true and complete copy of such insurance policies and (ii) prior to the initial Purchase Transaction and, if requested by Purchaser, prior to each Purchase Transaction thereafter, the Seller will deliver to Purchaser a photocopy of a certificate of insurance in respect of each such insurance confirming the existence and good standing thereof in compliance herewith; without limiting the foregoing, each such insurance policy that is applicable to or relating to the Purchased Assets and the Collateral shall name Purchaser as a loss payee as its interest may appear and as an additional insured, shall provide that such policy may not be terminated, cancelled or reduced in any manner without 30 days' prior written notice to Purchaser and shall provide that no act, omission, concealment or misrepresentation by the Seller or any other named insured shall affect Purchaser's rights thereunder, in each case, in form and substance satisfactory to Purchaser.

**5.02 Termination Event**

Upon the occurrence of and during the continuance of a Termination Event, Purchaser may take any or all of the following actions: (i) refuse to enter into additional Purchase Transactions; (ii) realize upon any of the Security (including, without limitation, assuming the collection of all Assigned Payments under all Relevant Lease Contracts and the management and administration of all Lease Contracts and retain all amounts payable under such Lease Contracts until all amounts have been paid in full; (iii) terminate the right of the Seller to bill and collect payments as provided for in Section 6 below and send a notice to each Customer to make all further payments due under the Lease Contract to Purchaser or as it may otherwise direct and in doing



so, utilize the power of attorney as set out in Section 7.08 below and (iv) exercise any other right or power or take any action, suit, remedy or proceeding authorized or permitted by this Agreement, any of the Security, by law, by equity or otherwise. The rights of the Purchaser under this Section 5.02 are cumulative and not exclusive.

**6 ADMINISTRATION OF LEASE CONTRACTS**

6.01 **Branding.** All services provided by Purchaser pursuant to this Agreement, and all communications by Purchaser with Customers relative to Relevant Lease Contracts, shall be conducted under the "Eco Energy Home Services Inc." brand ("**Brand Name**") or such other name as the Seller shall advise Purchaser (with at least 15 days prior written notice), so long as no Termination Event on the part of the Seller has occurred. The Seller grants to Purchaser the exclusive right to operate the billing, collection and administration under the Brand Name and further agrees that until all Assigned Payments and Relevant Lease Contracts are fully paid to Purchaser, no other party may use the Brand Name or any other name which may, in the sole opinion of Purchaser acting reasonably, be deemed to create confusion in the marketplace.

6.02 **Billing and Collection of Relevant Lease Contracts.** The Purchaser will administer the billing and collection of all Relevant Lease Contracts purchased by Purchaser hereunder. All amounts collected under the Open Bill Agreement or a pre-authorized payment plan ("**PAPP**") shall be paid to a designated bank account in the name of and controlled by Purchaser which is subject to a blocked account agreement with the applicable bank. The Seller shall be responsible for the payment of all fees, expenses and costs payable under the Open Bill Agreement and all PAPP accounts. The Seller agrees to use commercially reasonable efforts to enforce the rights of the lessor under each Relevant Lease Contract pursuant to which a customer default has occurred, including but not limited to removal of Equipment and other actions as required by Purchaser.

6.03 **Lease Contract Servicing and Administration.** The Seller will be responsible for servicing and administration of the Lease Contracts for the term of the agreement.

**7 MISCELLANEOUS**

**7.01 Assignments and Transfers**

(1) In addition to any transfer required by Applicable Law to be made to any person, Purchaser may assign or transfer all or part of its rights and obligations in respect of the Relevant Lease Contracts and the related Equipment to its funders (an "**Assignee**") at such times and upon such terms as it may determine, without any obligation to obtain any consent of the Seller or to notify the Seller of the identity of the Assignee. The Seller shall promptly execute and deliver such assurances as may be reasonably requested by Purchaser to confirm the foregoing.

(2) Purchaser may disclose to a potential Assignee such information concerning the Seller as Purchaser may consider to be appropriate in connection therewith.

(3) The Seller shall not assign or transfer any part of its rights and obligations hereunder without the expressed written consent of Purchaser.

**7.02 Remedies Cumulative.** The rights and remedies of each of Purchaser and the Seller under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law or by equity.

**7.03 Waiver.** No delay on the part of any party hereto in exercising any right or privilege hereunder shall operate as a waiver thereof, and no waiver of any Termination Event on the part of Purchaser or the Seller shall operate as a waiver thereof unless made in writing and signed by an authorized officer of the other of them. No written waiver shall preclude the exercise by waiving party of any right, power or privilege hereunder other than in respect of the specific action or inaction covered by such waiver and strictly in accordance with the terms of such waiver, or extend to or apply to any other Termination Event.

**7.04 Further Assurances.** Each of the Seller and Purchaser shall from time to time forthwith upon request by the other of them, do, make and execute all such documents, acts, matters and things as may be reasonably required by the other of them to give effect to this Agreement and each Purchase Transaction.

**7.05 Notices.** Any notice or communication to be given hereunder may be effectively given by delivering the same at the addresses set out on the signature page hereof or by sending the same by facsimile, electronic communication or prepaid registered mail to the parties at such addresses. Any notice so mailed shall be deemed to have been received on the fifth Business Day next following the mailing thereof, provided that postal service is in normal operation during such time. Any facsimile or electronic communication shall be deemed to have been received on transmission if sent during normal business hours on a Business Day and, if not, on the next Business Day following transmission. Any party may from time to time notify the other parties, in accordance with the provisions hereof, of any change of its address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Agreement.

**7.06 Confidentiality.** Each party hereto will maintain on a confidential basis (except as otherwise permitted hereunder or as required by Applicable Law) all information relating to the other party provided to it hereunder by the other parties; provided, however, that this Section 7.06 shall not apply to any information which (i) was lawfully in the public domain at the time of communication to the first party, (ii) lawfully enters the public domain through no fault of the first party subsequent to the time of communication to the first party, (iii) was lawfully in possession of the first party free of any obligation of confidence at the time of communication to the first party, (iv) was lawfully communicated to the first party free of any obligation of confidence subsequent to the time of initial communication to the first party or (v) was lawfully communicated to any person free from any obligation of confidence subsequent to the time of communication to the first party.

**7.07 Employment.** Nothing contained in this Agreement shall be construed to constitute either or both of the Seller and Purchaser as partners or agents, and neither of them shall have any authority to bind the other in any respect, except as expressly stated herein.

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7.08 **Attorney.** The Seller hereby grants to Purchaser an irrevocable power of attorney, with full power of substitution and expressly coupled with an interest in favour of Purchaser, to take in the place and stead of and in the name of the Seller or in Purchaser's own name from time to time at Purchaser's discretion, acting reasonably, such actions as the Seller may be obligated to take hereunder or as Purchaser may deem necessary or advisable to collect, endorse, negotiate or otherwise realize on any Purchased Assets or Collateral or any part thereof, any negotiable instrument, or other right of any kind, held or owned by the Seller and transferred or delivered to or received by Purchaser as payment on account or otherwise in respect of any of the Purchased Assets or Collateral, including:

(a) to evidence or protect Purchaser's interest in the Purchased Assets or Collateral and to execute and file, in the Seller's name and on the Seller's behalf, such recordings, registrations, financing or similar statements (including any amendments, renewals and continuation statements) under applicable laws, including in any personal property registry office as may be necessary or desirable to validate, perfect or protect Purchaser's interest in the Purchased Assets or Collateral;

(b) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for monies due and to become due in connection with the Purchased Assets or Collateral or otherwise owed to the Seller or Purchaser;

(c) to receive, endorse and collect any cheques, drafts or other instruments, documents and chattel paper in connection with monies due and to become due in connection with the Purchased Assets or Collateral or otherwise owed to the Seller or Purchaser;

(d) to file any claims or take any action or institute any proceedings that Purchaser may deem to be necessary or desirable for the collection of any of the Purchased Assets or Collateral or the realization on any Collateral (including the filing of any proofs of claim or similar instruments or the taking of any actions incidental thereto under any insurance policies of the Seller or of the related Customer in respect of any of the Relevant Lease Contracts); and

(e) to prepare, execute, deliver and/or register, in the Seller's name and on the Seller's behalf, such instruments and documents (including assignments) necessary or desirable in furtherance of the foregoing.

(f) The power of attorney and other rights and privileges granted by this Section shall survive any dissolution, liquidation or winding-up of the Seller.

7.09 **Communications with Customers.** Any communications with Customers from time to time with respect to the Relevant Lease Contracts and related Equipment purchased by Purchaser hereunder including, without limitation, payment defaults, account and payment enquiries and changes in names and addresses shall be in the discretion of Purchaser, subject to Section 6.02.

7.10 **Survival.** All agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement and the sale and purchase of Relevant Lease Contracts and Equipment hereunder, and all indemnities set forth herein shall survive the termination of this Agreement.

7.11 **Counterparts.** This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

7.12 **Benefit of Agreement.** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

**[Signature Page to Follow]**


IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

**Ecohome Financial Inc.**

Address: 156 Duncan Mill Rd., Unit 16  
Toronto, Ontario  
M3B 3N2

Attention: President

Facsimile: 1877-689-3863


by:   
name: JEFF CLARK  
title: COO

**Eco Energy Home Services Inc.**

Address: 3761 Victoria Park Ave  
Suite 10  
Scarborough, Ontario  
M1W 3S2

Attention: President

Facsimile: (905) 475-6588

by:   
name: WEI DUAN  
title: PRESIDENT

**Exhibit "A"**  
**Form of Invoice**

Invoice [No.] \_\_\_\_\_ Date [Select Date] \_\_\_\_\_

|                     |                   |
|---------------------|-------------------|
| Bill To             | Ship To           |
| [Name]              | Same as recipient |
| [Street Address]    |                   |
| [City, ST ZIP Code] |                   |

1. This is an invoice relating to and within the meaning of the Amended and Restated Consumer Lease Program Agreement (the "**Program Agreement**") dated as of November 23, 2015 between Eco Energy Home Services Inc. as seller (the "**Seller**") and Ecohome Financial Inc., as purchaser (the "**Purchaser**") (together with all schedules and exhibits thereto and as it may be amended, supplemented, restated or otherwise modified from time to time, the "**Invoice**"). By their execution and delivery of this Invoice, all provisions of the Program Agreement are incorporated herein, except as specifically modified in this Invoice. Capitalized terms used and not defined in this Invoice have the meanings set forth in the Program Agreement.

2. Meaning of Certain Defined Terms for this Invoice:

- A) Discount Rate: \_\_\_\_\_ % per annum
- B) Purchase Price: \$ \_\_\_\_\_
- C) Cash Purchase Price: \$ \_\_\_\_\_
- D) Applicable Cash Reserve Amount: \$ \_\_\_\_\_
- E) Date of Purchase Transaction: \_\_\_\_\_
- F) Lease Contracts: See attached Appendix A
- G) Equipment: See attached Appendix A
- E) HST: \$ \_\_\_\_\_

3. Contemporaneous with the payment of the Cash Purchase Price (being the Purchase Price minus the Applicable Cash Reserve Amount), the Seller hereby sells and assigns to the Purchaser, without recourse (except as provided herein or in the Program Agreement), and the Purchaser hereby purchases from the Seller, all of the Seller's right, title and interest in and to the Assigned Payments in respect of all Lease Contracts listed in Appendix A and all Related Assets with respect thereto.

- 4. The Seller hereby acknowledges that the Purchaser is relying on all of the representations, warranties, covenants and indemnities in the Program Agreement applicable to this Invoice. The Seller hereby certifies that (i) all the representations and warranties contained in the Program Agreement are true and correct as of the date hereof except as any of such representations and warranties may expressly relate to an earlier date, in which case, such representations and warranties continue to be true and correct as of such earlier date, (ii) no event has occurred and is continuing, or would result from the purchase made under this Invoice, which constitutes a Termination Event or a Potential Termination Event.
- 5. The Seller certifies that a copy of each Lease Contract listed in Appendix A has been delivered to the Purchaser.
- 6. This Invoice shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

**Ecohome Financial Inc.**

Address: 156 Duncan Mill Rd., Unit 16  
Toronto, Ontario  
M3B 3N2

Attention: President

Facsimile: 1877-689-3863

by: \_\_\_\_\_  
name:  
title:

**Eco Energy Home Services Inc.**

Address: 3761 Victoria Park Ave  
Suite 10  
Scarborough, Ontario  
M1W 3S2

Attention: President

Facsimile: (905) 475-6588

by: \_\_\_\_\_  
name:  
title:

**Appendix A**  
**List of Purchased Lease Contracts and Equipment**

| Quantity | Description | Unit Price | Total |
|----------|-------------|------------|-------|
|----------|-------------|------------|-------|

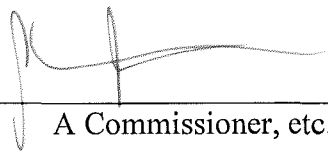


**Exhibit "B"**  
**Form of Lease**

24201440.12

# Tab D

Attached is Exhibit "D" Referred to in the  
AFFIDAVIT OF BRENT HOULDEN  
Sworn before me this 7<sup>th</sup> day of February, 2019



---

A Commissioner, etc.

SHAKARA JOHN

# ECOHOME FINANCIAL INC.

156 Duncan Mill Rd., Unit 16  
Toronto, Ontario  
M3B 3N2

## General Security Agreement

Customer: ECO ENERGY HOME SERVICES INC.

Date: January 29, 2015

### SECURITY INTEREST

In consideration of our dealing with or continuing to deal with you, you grant to us a continuing security interest in all of your Assets and Undertakings (defined below) and an assignment of your Accounts (defined below). The Assets and Undertakings over which you have granted us a security interest hereby, the Accounts assigned to us, together with the Proceeds (defined below) thereof, are herein collectively called the "Collateral". You agree that we have not agreed to postpone the time for attachment of the security interest granted hereby with respect to your presently existing Collateral, that such security interest shall attach to any Collateral acquired after the date hereof as soon as you obtain rights in such Collateral and that value has been given.

### INDEBTEDNESS AND LIABILITY SECURED

You agree that the obligations secured by the security interest granted hereby (collectively, the "Obligations") include, without limitation, all your present and future obligations, indebtedness and liability to us, direct and indirect, absolute and contingent, whether matured or not matured, and include all costs and expenses (including legal fees and expenses) incurred by us in connection with our dealings with you.

#### 1. DEFINITIONS OF COLLATERAL

**ASSETS AND UNDERTAKINGS** - all of your present and after acquired personal property and undertakings including without limitation, Inventory, Equipment, Deposits and Credit Balances, Investment Property, Life Insurance (all as defined herein), all intangible and intellectual property, and all real and immovable property both freehold and leasehold, except for the last day of the term of any lease.

**INVENTORY** - all presently owned and after acquired goods and other property held for sale or lease or that have been leased or that are to be furnished or have been furnished under a contract of service, or that are raw materials, work in process, or materials used or consumed in your business or profession.

**EQUIPMENT** - all presently owned and after acquired goods that are owned by you other than Inventory and consumer goods.

**DEPOSITS AND CREDIT BALANCES** - all monies and credit balances which are now or may hereafter be on deposit with or standing to your credit with us, and/or with any of our subsidiaries and affiliates, up to the amount set out on Schedule A (or all deposit and credit balances, if no amount is set out on Schedule A) and any amount of interest due or accruing due to you in connection with any such deposit or credit balance.

**INVESTMENT PROPERTY** - all present and future investment property held by you, including securities, shares, options, rights, warrants, joint venture interests, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of yours in property or in an enterprise or which constitute evidence of an obligation of the issuer (collectively called "Investment Property") including, without limitation, any Investment Property specifically identified in Schedule A; and all substitutions therefor and, subject to Section 5, dividends and income derived therefrom.

**LIFE INSURANCE** - the life insurance policy or policies described on Schedule A and any proceeds derived therefrom, and any amounts held by the insurer as pre-paid premiums or for the payment of future premiums.

#### 2. ACCOUNTS

You absolutely assign and transfer to us all debts, accounts, choses in action, claims, demands, and moneys now due, owing, accruing, or which may hereafter become due, owing or accruing to you, together with all rights, benefits, security interests, mortgages, instruments, rights of action, deeds, books and records and documents now or hereafter belonging to you in respect of or as security for any of the foregoing (collectively called "Accounts"). This assignment is and shall be a continuing security to us for the Obligations. All money or any other form of payment received by you in payment of any Accounts shall, following any continuing Event of Default under this Agreement, be received and held by you in trust for us.

#### 3. INVESTMENT PROPERTY

If any of the Collateral consists of Investment Property, (a) you authorize us to transfer such Collateral or any part thereof into our own name or that of our nominee so that we or our nominee may appear of record as the sole owner of such Collateral; provided, that until the occurrence of any continuing Event of Default, we shall deliver promptly to you all notices, statements or other communications received by us or our nominee as such registered owner, and upon demand and receipt of payment of necessary expenses thereof, shall give you or your designee a proxy or proxies to vote and take all action with respect to such Collateral; provided further that after the occurrence of any continuing Event of Default, you waive all rights to be advised of or to receive any notices, statements or communications received by us or our nominee as such registered owner, and agree that no proxy or proxies given to you or your designee by us shall thereafter be effective; and (b) you further agree to execute such other documents and to perform such other acts, and to cause any issuer or securities intermediary to execute such other documents and to perform such other acts as may be

necessary or appropriate in order to give us "control" of such Investment Property, as defined in the *Securities Transfer Act, 2006* (Ontario), which "control" shall be in such manner as we shall designate in our sole judgment and discretion, including, without limitation, an agreement by any issuer or securities intermediary that it will comply with instructions in the case of an issuer or entitlement orders in the case of a securities intermediary, originated by us, whether before or after the occurrence of any continuing Event of Default, without further consent from you.

#### 4. PROCEEDS

You grant us a security interest on all of your property in any form derived directly or indirectly from any use or dealing with any Assets and Undertakings or Accounts or that indemnifies or compensates for Assets and Undertakings destroyed or damaged (all of which property is herein collectively called "Proceeds"). Proceeds shall be received and held by you in trust for us.

#### 5. INCOME AND INTEREST ON INVESTMENT PROPERTY

Until the occurrence of any continuing Event of Default, you reserve the right to receive all income from or interest on the Collateral consisting of Investment Property, and if we receive any such income or interest prior to the occurrence of any continuing Event of Default, we agree to pay you such income or interest promptly. After the occurrence of any continuing Event of Default, you will not demand or receive any income from or interest on such Collateral, and if you receive any such income or interest, such income or interest shall be held by you in trust for us in the same medium in which received, shall not be commingled with any of your other assets and shall be delivered to us in the form received, properly endorsed to permit collection, not later than the next business day following the day of its receipt. We may apply the net cash receipts from such income or interest to payment of any of the Obligations, provided that we account for and pay over to you any such income or interest remaining after payment in full of the Obligations.

#### 6. COSTS AND EXPENSES

You agree to pay the costs and expenses we incur to enforce this Agreement, register this Agreement or notice of it, repossess, maintain, preserve, repair or sell the Collateral, or appoint a consultant, receiver, receiver and manager or agent, and to pay interest thereon. You also agree to pay all legal costs and fees (including in-house legal fees, charges and expenses), incurred by us to do any of the above or to defend any legal claim or counterclaim by you or others respecting the manner of our enforcement of, or our right to enforce, this Agreement. You will pay the legal fees incurred by us on a solicitor and own client basis.

#### 7. FREE AND CLEAR

You hereby represent and warrant to us that you are the owner of the Collateral free from any hypothec, mortgage, lien, charge, security interest or any other interest or claim including any proprietary or trust interest or encumbrance claimed by any third party other than Permitted Liens. You hereby covenant and agree to keep the Collateral free and clear of all taxes, assessments, and security or proprietary interests in favour of third parties. You hereby covenant and agree to not sell, give away, part with possession of or otherwise dispose of any part of the Collateral, (except inventory sold in the normal course of business and obsolete equipment) without our prior written consent.

#### 8. INSURANCE

You will, at your cost, keep the Collateral insured from all risk of loss, theft or damage as are customarily insured by businesses in the industry in which you are engaged. If requested, you will provide us with a copy of the insurance policy. The insurance policy will name us as first loss payee and additional insured. We may, in our absolute discretion, pay any premium due on any insurance policy, including any life insurance policy forming part of the Collateral, and the amount of any premium we pay will be added to and form part of the Obligations.

#### 9. LOCATION OF COLLATERAL

You will keep the Collateral at the location or locations set out on Schedule A. You will not remove the Collateral from this location (except in the ordinary course of your business) without

our prior written consent. If no location is set out on Schedule A, you will keep the Collateral at the address shown below your signature to this Agreement.

#### 10. LIMITATION ON OBLIGATIONS OF ECOHOME

Our sole obligation with respect to the custody, safekeeping and physical preservation of Collateral in our possession shall be to use reasonable care in the custody and safekeeping thereof, and we shall be deemed to have used reasonable care if we deal with such Collateral in the same manner as we deal with similar property for our own account. Neither we nor any of our directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon the Collateral or any part thereof or for any delay in doing so, or shall be under any obligation to sell or otherwise dispose of any Collateral whether at your request or otherwise.

#### 11. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to us that:

- (a) if applicable, you are a corporation duly existing, or a partnership duly established, under the laws of the jurisdiction of your incorporation or establishment, have all necessary power and authority to own your property and assets, to carry on your business as currently carried on by you and hold all necessary licenses, permits and consents as are required so to own your property and assets and so to carry on business in each jurisdiction in which you do so;
- (b) you have the capacity, power and authority and the legal right to execute and deliver, to perform your obligations under, this Agreement, and have taken all necessary action, corporate or otherwise, to authorize the execution and delivery of this Agreement and the performance of your obligations hereunder;
- (c) this Agreement constitutes a legal, valid and binding obligation of yours enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;
- (d) except for consents which have been obtained and are in full force and effect, no consent of any person is required, or purports to be required, in connection with the execution and delivery of this Agreement by you or the performance of your obligations hereunder;
- (e) the execution and delivery by you of this Agreement and the performance of your obligations hereunder will not violate any applicable law or contractual obligation applicable to you; and
- (f) the representations and warranties set out in clauses (a) through (e) above or in any certificate or other document delivered to us by you or on your behalf are material, shall be deemed to have been relied upon by us notwithstanding any investigation heretofore or hereafter made by us or on our behalf, shall survive the execution and delivery of this Agreement and shall continue in full force and effect without time limit.

#### 12. REPORTING

You will:

- (a) if you are a corporation, a partnership or a sole proprietorship, provide to us accountant-prepared financial statements within 120 days of each of your fiscal year ends;
- (b) if you are an individual, provide to us your personal net worth statement upon request by us;
- (c) advise us of any Event of Default immediately upon the occurrence of such event;
- (d) inform us of any actual or probable material litigation and provide us with copies of all relevant documents upon request; and
- (e) provide us with such other information and financial data as we may request from time to time.

#### 13. POSITIVE COVENANTS

You agree to:

- (a) make all payments when due or demanded to us (without any condition, deduction, set-off or holdback) at our address noted above (or any other address that we advise);
- (b) if applicable, maintain your existence as a corporation, partnership, or sole proprietorship, as the case may be, and keep all material agreements, rights, franchises, licences, operations, contracts or other arrangements in full force and effect;
- (c) pay all taxes, which may result in a lien or charge on any of your property and assets;
- (d) maintain, protect and preserve the Collateral in good repair and working condition;
- (e) provide such security as we may require;

- (f) continue to carry on, and maintain in good standing, the business being carried on by you at the date hereof;
- (g) permit us or our authorized representatives full and reasonable access to your premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom;
- (h) notify us in writing at least 20 days prior to any change of your name; and
- (i) notify us in writing promptly of any significant loss of or damage to the Collateral.

#### 14. NEGATIVE COVENANTS

You will not:

- (a) create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to the Collateral, or sign or file under the *Personal Property Security Act* (Ontario) (the "PPSA") or similar registry system of any jurisdiction a financing statement which names you as a debtor, or sign any security agreement authorizing any secured party thereunder to file such financing statement creating a security interest in the Collateral other than with respect to Permitted Liens;
- (b) if you are a corporation, a partnership or a sole proprietorship, as the case may be, permit any change of ownership or change your capital structure without our prior written consent, such consent not to be unreasonably withheld; or
- (c) transfer your interest in any part of the Collateral not expressly permitted under this Agreement or change the location(s) of the Collateral without our prior written consent.

#### 15. DEFAULT

You shall be in default under this Agreement upon the happening of any of the following events (each, an "Event of Default"):

- (a) you or any other person liable for the Obligations is in default under any agreement relating to the Obligations or any part thereof;
- (b) you or any other person liable for the Obligations is in default under any other loan, debt or obligation owed to anyone else, subject to the passage of any applicable grace period;
- (c) you fail to perform any of the terms or conditions of this Agreement or any other agreement between you and us;
- (d) you become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or receiver shall be appointed for you or for a substantial part of your property without your consent;
- (e) bankruptcy, reorganization or insolvency proceedings shall be instituted by or against you;
- (f) any statement made by you to induce us to extend credit to you was false in any material respect when made, or becomes false;
- (g) anyone takes possession of or applies to any court for possession of the Collateral, or anyone claims to have rights in the Collateral superior to our rights;
- (h) if you are an individual, you are declared incompetent by a court, or you die, or, if you are a partnership, a partner dies;
- (i) you pledge, encumber, mortgage or otherwise create or permit the continued existence of any lien or any other interest or claim including any proprietary or trust interest or encumbrance claimed by any third party with respect to any of the Collateral, except for any Permitted Liens;
- (j) you incur any indebtedness for borrowed money (including, without limitation, by guaranteeing the obligations of others) outside of the ordinary course of business;
- (k) you fail to deliver to us on a timely basis the financial information required by any agreement between us; or
- (l) any other event occurs which causes us in good faith, to deem ourselves insecure, or to believe that the Collateral, or any part thereof, or the value thereof, is or is about to be placed in jeopardy.

#### 16. REMEDIES

Upon the occurrence of an Event of Default, we may require you to repay any or all of the Obligations in full, whether matured or not, and we may enforce this Agreement by any method permitted by law, and we may exercise any rights and remedies under applicable law, and we may appoint any person, including our employee, to be an agent, a receiver or receiver and manager (the "Receiver") of the Collateral. We and the Receiver shall be entitled to:

- (a) seize and possess the Collateral;
- (b) carry on your business;
- (c) sell, lease or otherwise dispose of the Collateral;
- (d) foreclose on the Collateral;
- (e) in the case of Life Insurance, exercise any options available to you under the Life Insurance;
- (f) demand, sue for and receive Accounts, give effectual receipts and discharges for the Accounts, compromise any Accounts which may seem bad or doubtful to us and give time for payment thereof with or without security;
- (g) make any arrangement or compromise in our interest, or

(h) take any other action deemed necessary to carry into effect the provisions of this Agreement.

The Receiver shall be your agent and you shall be solely responsible for the Receiver's actions. We shall not be in any way responsible for any misconduct or negligence on the part of the Receiver. If the proceeds of the realization of the Collateral are insufficient to repay us the Obligations in full, then you forthwith shall pay us such deficiency. The rights and powers in this paragraph are supplemental to and not in substitution for any other rights we may have from time to time.

**17. POWER OF ATTORNEY**

You irrevocably appoint us your attorney, with power of substitution and appointment, effective upon the occurrence of an Event of Default, to sign for you, at our option, all documents necessary or desirable to permit us to exercise any of our rights and remedies under this Agreement and to complete the Schedule attached hereto, with the right to use your name and to take proceedings in your name.

**18. NON WAIVER BY US**

Any breach by you of this Agreement or the occurrence of an Event of Default may only be waived by us in writing. Any waiver by us does not mean that any subsequent breach or Event of Default is also waived. Any failure by us to notify you of an Event of Default shall not be deemed to be a waiver of such Event of Default. No course of conduct or omission on our part or on your part shall give rise to any expectation by you that we will not insist on strict compliance with the terms of this Agreement.

**19. DEALING WITH SECURITY INTEREST**

We may take and give up any of the Collateral or modify or abstain from perfecting or taking advantage of our security interest in the Collateral and otherwise deal with any of the Collateral as we shall see fit without prejudice to your liability or to our rights under this Agreement or at law.

**20. PAY ENCUMBRANCES**

We or the Receiver may pay any encumbrance that may exist or be threatened against the Collateral. In addition, we or the Receiver may borrow money required for the maintenance, preservation or protection of the Collateral and may grant further security interests in the Collateral in priority to the secured interest created hereby as security for the money so borrowed. In every such case, the amounts so paid or borrowed together with costs, charges, and expenses incurred in connection therewith shall become part of the Obligations, shall bear interest at the highest rate per annum charged by us on the Obligations and shall be secured by this Agreement.

**21. PAYMENTS**

We shall have the right to appropriate any payment made by you to any of your Obligations as we see fit, and to revoke or alter any such appropriation.

**22. DEFINITIONS**

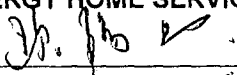
In this agreement "you", "your" and "yours" refer to the Customer named above. "We", "our", "ours", and "us" refer to Ecohome Financial Inc. "Permitted Liens" means:

- (i) registrations in favour of BNY Trust Company of Canada in connection with an amended and restated proceeds transfer, servicing and trust agreement between you, Enbridge Gas Distribution Inc. and BNY Trust Company of Canada;
- (ii) registrations in favour of creditors provided that the security interests of such creditors are subordinated to our security interest hereunder pursuant to a subordination agreement acceptable to us; and
- (iii) liens granted in our favour.

**23. CONTINUING EFFECTIVENESS**

This Agreement shall be a continuing agreement in every respect, securing the payment of the Obligations. If any part of this Agreement is invalid or void, the remaining terms and provisions of this Agreement shall remain in full force and effect.

**ECO ENERGY HOME SERVICES INC.**

BY:   
 Name: DAVID OUYANG  
 Title: PRESIDENT  
 Address: 3671 Victoria Park Ave, Unit 10-11  
Toronto, Ontario M1W 3S3

**24. ACKNOWLEDGEMENT & WAIVER**

You acknowledge receipt of a copy of this Agreement. You waive any right you may have to receive a copy of any financing statement, verification statement, or similar document we register or that we may receive by way of confirmation of a security registration in respect of this Agreement or any agreement amending, supplementing or replacing it.

**25. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon you, your heirs and your successors and assigns and shall enure to our benefit and to the benefit of our successors and assigns; provided that you shall not assign any of your rights or obligations hereunder without our prior written consent. We may assign our rights under this Agreement without your consent and without providing you notice of such assignment. This Agreement shall continue in full force and effect notwithstanding any change in the composition of or membership of any firm or corporation, which is a party hereto.

**26. NOTICES**

Any notice required to be given under this Agreement may be delivered directly to you or us or may be sent by prepaid registered mail addressed to our address shown above or your address shown below, or such further address as we or you may notify to the other in writing from time to time, and if so given the notice shall be deemed to have been given on the day of delivery or the day when it is deemed or otherwise considered to have been received for the purposes of the PPSA, as the case may be.

**27. DISCHARGE**

If you pay us all of the Obligations secured by this Agreement and otherwise observe and perform the terms and conditions hereof, then we shall, at your request and expense, release and discharge the security interest created by this Agreement and execute and deliver to you such deeds and other instruments as shall be required to effect any such release and discharge.

**28. ENTIRE AGREEMENT**

You acknowledge that this is the entire agreement between you and us and there are no other written or oral representations or warranties, which apply to the Collateral or to this Agreement. This Agreement may only be amended by an agreement in writing signed by us.

**29. NO MERGER**

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish your liability to make payment of or satisfy the Obligations.

**30. FURTHER ASSURANCES**

You shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered every such further act, deed, conveyance, instrument, transfer, assignment, security agreement and assurance as we may reasonably require in order to give effect to the provisions and purposes of this Agreement.

**31. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

BY: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



**SCHEDULE A**

**DEPOSITS AND CREDIT BALANCES**

Up to a maximum of \$\_\_\_\_\_.

**INVESTMENT PROPERTY**

[Identify Investment Property over which a security interest will be granted.]

**LIFE INSURANCE POLICIES**

[Identify Life Insurance policies assigned to Ecohome.]

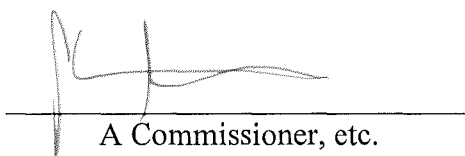
**LOCATIONS OF COLLATERAL**

[Identify address of each of the premises where Collateral will be located.]



# Tab E

Attached is Exhibit "E" Referred to in the  
AFFIDAVIT OF BRENT HOULDEN  
Sworn before me this 7<sup>th</sup> day of February, 2019



A horizontal line is drawn across the page, with a handwritten signature written above it.

A Commissioner, etc.

SHAKAIRA JOHN

RUN NUMBER : 035  
RUN DATE : 2019/02/04  
ID : 20190204080236.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 1  
( 3891)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE  
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

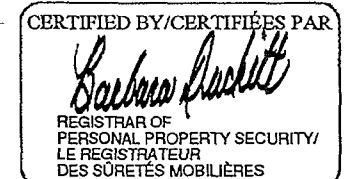
SEARCH CONDUCTED ON : ECO ENERGY HOME SERVICES INC.

FILE CURRENCY : 03FEB 2019

ENQUIRY NUMBER 20190204080236.27 CONTAINS 13 PAGE(S), 5 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

AIRD & BERLIS LLP  
ATTN: SHANNON MORRIS  
HOLD FOR PICK UP  
TORONTO ON M5J2T9



(c/f)4 11/2017

CONTINUED...

2



RUN NUMBER : 035  
RUN DATE : 2019/02/04  
ID : 20190204080236.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 2  
( 3892)

TYPE OF SEARCH BUSINESS DEBTOR  
SEARCH CONDUCTED ON ECO ENERGY HOME SERVICES INC.  
DATE CURRENCY 03FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
711093114

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
01 001 20151022 1435 1530 1563 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME ECO ENERGY HOME SERVICES INC.  
04 ADDRESS UNIT 10-11 3761 VICTORIA PARK AVE SCARBOROUGH ONTARIO CORPORATION NO. ON M1W 3S3

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME BUSINESS NAME  
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / ROYAL BANK OF CANADA  
09 LIEN CLAIMANT ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE  
X X X X X

11 MOTOR YEAR MAKE MODEL VIN  
12 VEHICLE

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS  
17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY /  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(c/jft 11/2017)



RUN NUMBER : 035  
RUN DATE : 2019/02/04  
ID : 20190204080236.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 3  
( 3893)

TYPE OF SEARCH BUSINESS DEBTOR  
SEARCH CONDUCTED ON ECO ENERGY HOME SERVICES INC.  
FILE CURRENCY 03FEB 2019

FORM 4C FINANCING STATEMENT / CLAIM FOR TITEN

FILE NUMBER  
705380733

| CAUTION FILING | PAGE NO | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER     | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|---------|----------------|------------------------|-------------------------|------------------|---------------------|
|                | 01      | 004            |                        | 20150423 1436 1530 5862 | P PPSA           | 5                   |

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

NAME BUSINESS NAME ECO ENERGY HOME SERVICES INC.

ADDRESS UNIT 10-11-3761 VICTORIA PARK AVE SCARBOROUGH ONTARIO CORPORATION NO. ON M1W 3S3

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

NAME BUSINESS NAME

ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / ROYAL BANK OF CANADA

NAME CLAIMANT ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4

COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FILED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE  
X X X X X

MOTOR YEAR MAKE MODEL VIN

VEHICLE

GENERAL THE ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, IN ALL  
COLLATERAL GOODS, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES,  
DESCRIPTION MONEY AND SECURITIES NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR

REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS

AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

\*\*\* FOR FURTHER INFORMATION CONTACT THE SECURED PARTY \*\*\*

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Proch*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(c)1ft 11/2017



RUN NUMBER : 035  
RUN DATE : 2019/02/04  
ID : 20190204080236.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 4  
( 3894)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : ECO ENERGY HOME SERVICES INC.  
FILE CURRENCY : 03 FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER  
705380733

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
02 004 20150423 1436 1530 5862

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /  
09 LIEN CLAIMANT ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL VIN  
12 VEHICLE

13 GENERAL ON BEHALF OF DEBTOR AND ALL PROCEEDS AND RENEWALS THEREOF,  
14 COLLATERAL ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR, AND INCLUDING,  
15 DESCRIPTION WITHOUT LIMITATION, ALL OF THE FOLLOWING NOW OWNED OR HEREAFTER

16 REGISTERING  
17 AGENT ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY \*\*\*

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES



RUN NUMBER : 035  
RUN DATE : 2019/02/04  
ID : 20190204080236.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 5  
( 3895)

TYPE OF SEARCH BUSINESS DEBTOR  
SEARCH CONDUCTED ON ECO ENERGY HOME SERVICES INC.  
DATE OF SEARCH 03FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
705380733

| CATION FILING | PAGE NO | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER     | REGISTERED UNDER | REGISTRATION PERIOD |
|---------------|---------|----------------|------------------------|-------------------------|------------------|---------------------|
|               | 03      | 004            |                        | 20150423 1436 1530 5862 |                  |                     |

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

SECURED PARTY / LIEN CLAIMANT

ADDRESS

| COLLATERAL CLASSIFICATION |           | MOTOR VEHICLE |       | AMOUNT   | DATE OF     | NO. FIXED     |
|---------------------------|-----------|---------------|-------|----------|-------------|---------------|
| GOODS                     | INVENTORY | EQUIPMENT     | OTHER | INCLUDED | MATURITY OR | MATURITY DATE |

YEAR MAKE MODEL VIN

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR, ALL INVENTORY, ALL EQUIPMENT, ALL DEBTS, ALL DEEDS, DOCUMENTS, WRITINGS, PAPERS, BOOKS OF ACCOUNT AND OTHER BOOKS RELATING TO OR BEING RECORDS OF DEBTS,

REGISTERING AGENT

ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY \*\*\*

CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Duckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES



RUN NUMBER : 035  
RUN DATE : 2019/02/04  
ID : 20190204080236.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 5  
( 3896)

TYPE OF SEARCH BUSINESS DEBTOR  
SEARCH CONDUCTED ON ECO ENERGY HOME SERVICES INC.  
FILE CURRENCY 03FEB 2019

FORM 10 FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER  
705380733

00

| CATION FILING | PAGE NO | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER     | REGISTERED UNDER | REGISTRATION PERIOD |
|---------------|---------|----------------|------------------------|-------------------------|------------------|---------------------|
|               | 04      | 004            |                        | 20150423 1436 1530 5862 |                  |                     |

01

| DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|---------------|------------------|---------|---------|
|---------------|------------------|---------|---------|

02

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04

ADDRESS

| DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME |
|---------------|------------------|---------|---------|
|---------------|------------------|---------|---------|

05

DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

08

SECURED PARTY / LITEN CLAIMANT

ADDRESS

09

COLLATERAL CLASSIFICATION

| CONSUMER GOODS | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO. FIXED MATURITY DATE |
|----------------|------------------------|--------|---------------------|-------------------------|
|----------------|------------------------|--------|---------------------|-------------------------|

10

| YEAR | MAKE | MODEL | VIN |
|------|------|-------|-----|
|------|------|-------|-----|

11

MOTOR VEHICLE

13 GENERAL CHATTEL PAPER OR DOCUMENTS OF TITLE, ALL CONTRACTUAL RIGHTS AND  
14 COLLATERAL INSURANCE CLAIMS AND ALL GOODWILL, PATENTS, TRADEMARKS, COPYRIGHTS,  
15 DESCRIPTION AND OTHER INDUSTRIAL PROPERTY.

16 REGISTERING AGENT

ADDRESS

17

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY \*\*\*

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Puckett*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(ej1ft 11/2017)





RUN NUMBER : 035  
RUN DATE : 2019/02/04  
ID : 20190204080236.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 7  
( 3897)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : ECO ENERGY HOME SERVICES INC.  
FILE CURRENCY : 03FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
701397621

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
01 001 1 20141107 1437 6083 9293 P PPSA 3

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME ECO ENERGY HOME SERVICES INC.

ADDRESS 500 ALDEN ROAD, SUITE 7 MARKHAM ONTARIO CORPORATION NO. ON L3R 5H5

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

DEBTOR NAME BUSINESS NAME

ADDRESS ONTARIO CORPORATION NO.

SECURED PARTY / ECOHOME FINANCIAL INC.

LIEN CLAIMANT ADDRESS 156 DUNCAN MILL RD., UNIT 16 TORONTO ON M3B 3N2

COLLATERAL CLASSIFICATION: CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE  
10 x x x x x

YEAR MAKE MODEL V. I.N.

MOTOR VEHICLE

GENERAL COLLATERAL DESCRIPTION

REGISTERING AGENT ESC CORPORATE SERVICES LTD.

ADDRESS 445 KING STREET WEST, 4TH FL TORONTO ON M5V 1K4

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY \*\*\*

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR  
*Sabrina Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(ej1h 11/2017)



RUN NUMBER : 035  
 RUN DATE : 2019/02/04  
 ID : 20190204080236.27

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 8  
 ( 3898)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : ECO ENERGY HOME SERVICES INC.  
 FILE CURRENCY : 03FEB 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

| CAUTION  | PAGE                                 | TOTAL                       | MOTOR VEHICLES                | REGISTRATION            | REGISTERED              |
|----------|--------------------------------------|-----------------------------|-------------------------------|-------------------------|-------------------------|
| FILE NO. | NO. OF                               | PAGES                       | SCHEDULE                      | NUMBER                  | UNDER                   |
| 01       | 001                                  | 1                           |                               | 20141110 1135 6083 9315 |                         |
| 21       | RECORD FILE NUMBER                   | 701397621                   |                               |                         |                         |
| 22       | PAGE AMENDED                         | NO SPECIFIC PAGE AMENDED    | CHANGE REQUIRED               | RENEWAL                 | CORRECT                 |
|          |                                      |                             | B RENEWAL                     | 9                       | PERIOD                  |
| 23       | REFERENCE                            | FIRST GIVEN NAME            | INITIAL                       | SURNAME                 |                         |
| 24       | DEBTOR/ TRANSFEROR                   | BUSINESS NAME               | ECO ENERGY HOME SERVICES INC. |                         |                         |
| 25       | OTHER CHANGE                         |                             |                               |                         |                         |
| 26       | REASON/                              |                             |                               |                         |                         |
| 27       | DESCRIPTION                          |                             |                               |                         |                         |
| 28       |                                      |                             |                               |                         |                         |
| 02/      | DATE OF BIRTH                        | FIRST GIVEN NAME            | INITIAL                       | SURNAME                 |                         |
| 05/      | DEBTOR/                              |                             |                               |                         |                         |
| 03/      | TRANSFEREE                           | BUSINESS NAME               |                               |                         |                         |
| 06       |                                      |                             |                               |                         | ONTARIO CORPORATION NO. |
| 04/07    | ADDRESS                              |                             |                               |                         |                         |
| 29       | ASSIGNOR                             |                             |                               |                         |                         |
| 08       | SECURED PARTY/LIEN CLAIMANT/ASSIGNEE |                             |                               |                         |                         |
| 09       | ADDRESS                              |                             |                               |                         |                         |
|          | COLLATERAL CLASSIFICATION            |                             |                               |                         |                         |
|          | CONSUMER                             | MOTOR VEHICLE               | DATE OF                       | NO FIXED                |                         |
| 10       | GOODS                                | INVENTORY                   | EQUIPMENT                     | ACCOUNTS                | OTHER                   |
|          |                                      | INCLUDED                    | AMOUNT                        | MATURITY                | OR                      |
|          |                                      |                             |                               | MATURITY                | DATE                    |
| 11       | MOTOR                                | YEAR                        | MAKE                          | MODEL                   | V.I.N.                  |
| 12       | VEHICLE                              |                             |                               |                         |                         |
| 13       | GENERAL                              |                             |                               |                         |                         |
| 14       | COLLATERAL                           |                             |                               |                         |                         |
| 15       | DESCRIPTION                          |                             |                               |                         |                         |
| 16       | REGISTRATION AGENT OR                | ESC CORPORATE SERVICES LTD. |                               |                         |                         |
| 17       | SECURED PARTY/                       | ADDRESS                     | 445 KING STREET WEST, 4TH FL  | TORONTO                 | ON M5V 1K4              |
|          | LIEN CLAIMANT                        |                             |                               |                         |                         |

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

9

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(cr)2ft 11/2017)



RUN NUMBER : 035  
RUN DATE : 2019/02/04  
ID : 20190204080236.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 9  
( 3899)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : ECO ENERGY HOME SERVICES INC.  
FILE CURRENCY : 03FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER  
699891426

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD  
01 001 1 20140917 1121 1590 0326 P PPSA 5

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME BUSINESS NAME ECO ENERGY HOME SERVICES INC.

04 ADDRESS 3761 VICTORIA PARK AVE., UNIT 10-11 TORONTO ONTARIO CORPORATION NO. ON M1W 3S3

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME BUSINESS NAME  
06 ADDRESS  
07 ONTARIO CORPORATION NO.

SECURED PARTY / LIEN CLAIMANT ENBRIDGE GAS DISTRIBUTION INC.

09 ADDRESS 500 CONSUMERS ROAD NORTH YORK ON M2J 1P8

COLLATERAL CLASSIFICATION  
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE  
10

MOTOR YEAR MAKE MODEL VALUE

11 MOTOR VEHICLE

13 GENERAL  
14 COLLATERAL  
15 DESCRIPTION

16 REGISTERING AGENT DENTONS CANADA LLP (LDR)

17 ADDRESS 77 KING STREET WEST, SUITE 400 TORONTO ON M5K 0A1

\*\*\* FOR FURTHER INFORMATION CONTACT THE SECURED PARTY \*\*\*

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Luckitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(c)ift 11/2017



RUN NUMBER : 035  
 RUN DATE : 2019/02/04  
 ID : 20190204080236.27

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 10  
 ( 3900)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : ECO ENERGY HOME SERVICES INC.  
 FILE CURRENCY : 03 FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

FILE NUMBER  
 693034245

| CAUTION FILING | PAGE NO. | TOTAL OF PAGES | MOTOR VEHICLE SCHEDULE | REGISTRATION NUMBER     | REGISTERED UNDER | REGISTRATION PERIOD |
|----------------|----------|----------------|------------------------|-------------------------|------------------|---------------------|
| 01             | 01       | 002            |                        | 20140108 1948 1531 5499 | P PPSA           | 5                   |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|------------------|---------|---------|-------------------------|
| 02          |               | 03               |         |         |                         |
| 04          |               | 04               |         |         |                         |
| 05          | 26 JUN 1967   | WEI              |         | OUYANG  |                         |
| 06          |               | 06               |         |         |                         |
| 07          |               | 07               |         |         |                         |
| 08          |               | 08               |         |         |                         |
| 09          |               | 09               |         |         |                         |

| DEBTOR NAME | DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME | ONTARIO CORPORATION NO. |
|-------------|---------------|------------------|---------|---------|-------------------------|
| 05          | 26 JUN 1967   | WEI              |         | OUYANG  |                         |
| 06          |               | 06               |         |         |                         |
| 07          |               | 07               |         |         |                         |
| 08          |               | 08               |         |         |                         |
| 09          |               | 09               |         |         |                         |

| COLLATERAL CLASSIFICATION | CONSUMER | GOODS | INVENTORY | EQUIPMENT | ACCOUNTS | OTHER | MOTOR VEHICLE INCLUDED | AMOUNT | DATE OF MATURITY OR | NO. FIXED MATURITY DATE |
|---------------------------|----------|-------|-----------|-----------|----------|-------|------------------------|--------|---------------------|-------------------------|
| 10                        |          |       |           |           |          |       |                        |        |                     |                         |

| MOTOR VEHICLE | YEAR | MAKE          | MODEL     | VIN               |
|---------------|------|---------------|-----------|-------------------|
| 11            | 2014 | MERCEDES-BENZ | SP 250170 | WD3BE6DC8E5853649 |
| 12            |      |               |           |                   |

13 GENERAL COLLATERAL DESCRIPTION

| REGISTERING AGENT | ADDRESS   | REGISTRATION NO. |
|-------------------|---|------------------|
| 16                | D+H LIMITED PARTNERSHIP                           |                  |
| 17                | SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8 |                  |

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY \*\*\*

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Russett*  
 REGISTRAR OF PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(e)1ft 11/2017



RUN NUMBER : 035  
RUN DATE : 2019/02/04  
ID : 20190204080236.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 11  
( 3901)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : ECO ENERGY HOME SERVICES INC.  
EFFECTIVE CURRENCY : 03FEB 2019

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN \*\* THIS REGISTRATION HAS BEEN DISCHARGED \*\*

00 FILE NUMBER  
693034245

01 CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION  
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD  
02 002 20140108 1948 1531 5499

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / MERCEDES-BENZ FINANCIAL  
LIEN CLAIMANT

09 ADDRESS 2680 MATHESON BLVD. E, STE 500 MISSISSAUGA ON L4W 0A5

10 COLLATERAL CLASSIFICATION: CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED  
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OF MATURITY DATE

11 MOTOR YEAR MAKE MODEL V. TYPE

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT ADDRESS

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY \*\*\*

CONTINUED...

12

CERTIFIED BY/CERTIFIÉES PAR  
*Barbara Rachitt*  
REGISTRAR OF  
PERSONAL PROPERTY SECURITY/  
LE REGISTRATEUR  
DES SÛRETÉS MOBILIÈRES

(c)1ft 11/2017)



83

RUN NUMBER : 035  
 RUN DATE : 2019/02/04  
 ID : 20190204080236.27

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 12  
 ( 3902)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : ECO ENERGY HOME SERVICES INC.  
 FILE CURRENCY : 03FEB 2019

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER  
 01 001 1 20181219 1221 1532 2398

21 RECORD FILE NUMBER 693034245  
 REFERENCED

22 PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT  
 C DISCHARGE YEARS PERIOD

23 REFERENCE FIRST GIVEN NAME INITIAL SURNAME  
 24 DEBTOR/ BUSINESS NAME ECO ENERGY HOME SERVICES INC.  
 TRANSFEROR

25 OTHER CHANGE  
 26 REASON/  
 27 DESCRIPTION  
 28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME  
 05 DEBTOR/  
 03/ TRANSFEREE BUSINESS NAME  
 06 ONTARIO CORPORATION NO.  
 04/07 ADDRESS

29 ASSIGNOR  
 08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE  
 09 ADDRESS

10 COLLATERAL CLASSIFICATION  
 CONSUMER MOTOR VEHICLE DATE OF NO FIXED  
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.  
 12 VEHICLE  
 13 GENERAL  
 14 COLLATERAL  
 15 DESCRIPTION  
 16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP  
 17 SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4J 1H8  
 LIEN CLAIMANT

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR  
*Sabrina Duckitt*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY/  
 LE REGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES

(cj2ft 11/2017)



74

RUN NUMBER : 035  
RUN DATE : 2019/02/04  
ID : 20190204080236.27

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

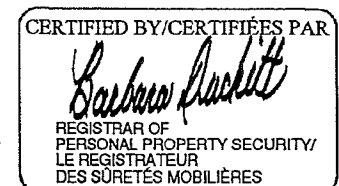
REPORT : PSSR060  
PAGE : 13  
( 3903)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : ECO ENERGY HOME SERVICES INC.  
FILE CURRENCY : 03FEB 2019

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

| FILE NUMBER | REGISTRATION NUMBER     | REGISTRATION NUMBER     | REGISTRATION NUMBER | REGISTRATION NUMBER |
|-------------|-------------------------|-------------------------|---------------------|---------------------|
| 711093114   | 20151022 1435 1530 1563 |                         |                     |                     |
| 705380733   | 20150423 1436 1530 5862 |                         |                     |                     |
| 701397621   | 20141107 1437 6083 9293 | 20141110 1135 6083 9315 |                     |                     |
| 699891426   | 20140917 1121 1590 0326 |                         |                     |                     |
| 693034245   | 20140108 1948 1531 5499 | 20181219 1221 1532 2398 |                     |                     |

7 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(en)4 11/2017)



# Tab F



Attached is Exhibit "F" Referred to in the  
AFFIDAVIT OF BRENT HOULDEN  
Sworn before me this 7<sup>th</sup> day of February, 2019



---

A Commissioner, etc.

SHAKIRA JOHN

ENBRIDGE GAS DISTRIBUTION INC.

- and -

ECOHOME FINANCIAL INC.

AMENDED AND RESTATED  
OPEN BILL ACCESS  
BILLING AND COLLECTION SERVICES AGREEMENT

ver. 5.0

**AMENDED AND RESTATED  
OPEN BILL ACCESS  
BILLING AND COLLECTION SERVICES AGREEMENT**

**THIS AGREEMENT** is made as of the 1st day of January 2019, with effect as of the Effective Date

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

**ENBRIDGE GAS DISTRIBUTION INC.,**  
an Ontario corporation

(the "**Company**")

- and -

**ECOHOME FINANCIAL INC.,**  
an Ontario corporation

(the "**Biller**")

**BACKGROUND:**

- A. The *Biller* is engaged in the business of providing the Customer Services to the Customers.
- B. Each Customer has entered into a Customer Services Agreement whereby such Customer has agreed, among other things, (1) to pay certain stipulated amounts in respect of the Customer Services provided to such Customer under the Customer Services Agreement; and (2) to allow the *Biller* to share information regarding such Customer with the *Company*.
- C. The *Biller* desires to engage the *Company* to provide the Billing Services, including the billing and collecting of amounts payable by each Customer pursuant to the Customer Services Agreements.
- D. The Customer Services are in compliance with the requirements set out in the Open Bill Manual and therefore the *Company* has agreed to provide the Billing Services to the *Biller*.
- E. The *Biller* and the *Company* are party to an Open Bill Access Billing and Collection Services Agreement made and effective as of January 6, 2014 (the "**Prior Agreement**"), and wish to amend and restate the terms thereof as contemplated and provided herein, effective as of the date specified in Section 11.9.
- F. Prior to the Effective Date, the parties' relationship was also governed by the Trust Agreement, and the parties (together with all other current billers) have determined to manage their relationship and operate outside of the mechanics imposed by the Trust Agreement.
- G. The Effective Date reflects the date on which the mechanics imposed by the Trust Agreement are no longer operational, as contemplated pursuant to the terms of the Trust Agreement.

**NOW THEREFORE IN CONSIDERATION** of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE I – INTERPRETATION**

### **1.1 Definitions**

In this Agreement, in addition to any terms defined elsewhere in this Agreement, the following terms shall have the respective meaning attributed to them below:

**"Actual Billed Amount"** means the aggregate amount actually billed on a Service Bill by the Company to Customers in respect of (a) Customer Services provided to the Customers, or (b) Customer Directed Payments, plus applicable Taxes thereon, as specified in the Service Bill rendered on the relevant Business Day, provided however, for certainty, in no event will an amount specified on a Service Bill that is a re-issuance of a previously billed Actual Billed Amount (for example, the re-issuance to a Customer of a Service Bill for Customer Services following a reversal of a previously issued Service Bill for those same Customer Services and, for further example, the issuance of a Service Bill to a Customer that is about to be "red-locked" by the Company for purposes of aggregating amounts that were specified on previously issued Service Bills for the same Customer Services but for which payment had not been made by the Customer) constitute an Actual Billed Amount for purposes hereof, provided, further, that if and to the extent any amount that does not constitute an Actual Billed Amount by virtue of the foregoing proviso is included as a Deemed Proceed hereunder and some or all of such amount is subsequently billed on a Service Bill, the amount on such subsequent Service Bill shall constitute an Actual Billed Amount notwithstanding the foregoing proviso;

**"Adjusted Settlement"** has the meaning given to such term in Section 4.4;

**"Affiliate"** means, with respect to a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by such person or is under common control of a third person; and "control" of a Person is deemed to occur when another Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise;

**"Agreement"**, **"hereto"**, **"hereunder"**, **"hereby"** and similar expressions refer to this Agreement, the Appendices attached hereto and any other documents attached hereto or incorporated herein by reference, each as amended from time to time in accordance with this Agreement, and do not refer to any particular article, section, paragraph or other portion hereof;

**"Annual Forecast"** has the meaning given to such term in Section 2.5;

**"Applicable Laws"** means any and all applicable federal, provincial and municipal laws, statutes, by-laws, rules, regulations, orders and ordinances together with all codes, guidelines, policies, notices, directions, directives and standards of any Governmental Authority which are legally binding, affecting the obligations of either of the Parties under this Agreement, from time to time;

**"Arbitration Notice"** has the meaning given to such term in Section 7.7.4;

"**At-Issue Amount**" has the meaning given to such term in Section 7.6(c)(iii);

"**At-Issue Receivable**" has the meaning given to such term in Section 7.6(c)(iii);

"**Biller Insurance Policies**" has the meaning given to such term in Section 9.4.1;

"**Biller Percentage**" has the meaning given to such term in Appendix "B";

"**Biller Receivable**" means all payment obligations of a Customer to the Biller, arising on or after the Effective Date which obligations have been billed during the Term in a Service Bill to such Customer;

"**Biller Records**" has the meaning given to such term in Section 4.10;

"**Billing Date**" means the Business Day on which a Services Bill is rendered, and the Billing Date for a particular Biller Receivable is the calendar day set out on the relevant Service Bill;

"**Billing Fee**" has the meaning given to such term in Appendix "B";

"**Billing Fee Adjustment**" has the meaning given to such term in Appendix "B";

"**Billing Period**" in respect of a Customer means each consecutive period of approximately one month established by the Company for such Customer in accordance with the Company's customary billing procedures;

"**Billing Services**" means, collectively, the billing and collection services and associated customer care activities set out in Appendix "A", as the same may be amended, revised, modified, supplemented or superseded by the Company from time to time in accordance with the terms of this Agreement;

"**Business Continuity Plan**" means one or more logistical plans which have been created and validated by an entity setting out how the relevant entity will recover and restore partially or completely interrupted operational functions within a predetermined time after the occurrence of a disaster or similar disruption, and which plan or plans form part of the entity's risk management practices;

"**Business Day**" means a day other than a Saturday, Sunday or statutory or civic holiday in the Province of Ontario;

"**Company Insurance Policies**" has the meaning given to such term in Section 9.4.2;

"**Company Records**" has the meaning given to such term in Section 4.9;

"**Confidential Information**" means all information concerning the business, operations or assets of a Party which a Party regards as confidential and proprietary and desires to protect from unauthorized disclosure or use, whether orally transmitted or written (including information in machine readable form), that is disclosed or made available by one Party (the "**Owning Party**") to the other (the "**Receiving Party**") in connection with the Purpose, but for certainty, does not include any information:

- (a) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, other than by the breach of this Agreement;

- (b) that, prior to disclosure by the Owning Party, was already in the lawful possession of the Receiving Party without any obligation of confidentiality, as evidenced by written records kept by the Receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the Receiving Party;
- (c) independently developed by the Receiving Party, by persons having no direct or indirect access to the Owning Party's Confidential Information provided that the Receiving Party shall have the burden of so proving on a reasonable basis; or
- (d) which, subsequent to disclosure, is obtained from a third party: (i) who is lawfully in possession of the Confidential Information; (ii) who is not, to the best of the knowledge and belief of the Receiving Party, in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable with respect to that Confidential Information; and (iii) who does not prohibit the Receiving Party from disclosing the Confidential Information to others;

"**Consumer Protection Act**" means the *Consumer Protection Act, 2002*, S.O. 2002, c. 30 and the Regulations thereto, and any other Applicable Laws in respect of or applicable to the Customer Services or the delivery or sale thereof by the Biller to Customers, as any of the same may be brought into force, amended or replaced from time to time;

"**Corrective Costs**" has the meaning given to such term in Appendix "B";

"**Customer**" means an active customer of the Biller receiving Customer Services at a Service Address, and which customer has not had its gas distribution service terminated for non-payment on more than one previous occasion, and includes any other Person obligated to make payments of amounts owing from time to time in respect of a Biller Receivable of such Customer;

"**Customer Billing Dispute**" has the meaning given to such term in Section 7.6;

"**Customer Data**" has the meaning given to such term in Section 3.4(a);

"**Customer Directed Payment**" means any payment made by a Customer for which the Biller has received written or recorded instructions from such Customer that such payment is in respect of an amount outstanding pursuant to such Customer's Financing Plan with the Biller;

"**Customer Services**" means any one or more of the products and/or services for which there is a corresponding 'Bill Type Code' in the Open Bill Manual, as the same may be amended in accordance with this Agreement from time to time, provided by the Biller to Customers (either directly or indirectly, as contemplated in Subsection 2.6.2), within the Company's gas distribution franchise area in accordance with the terms of a Customer Services Agreement;

"**Customer Services Agreement**" means an agreement between a Customer and the Biller with respect to the provision of Customer Services;

"**Cycle Day**" means a billing cycle day of the Company;

"**Deemed Proceeds**" means, in the case of a particular Biller Receivable, any amount by which the outstanding balance thereof is either reduced or cancelled by the Biller;

"**Dispute Notice**" has the meaning given to such term in Section 7.7.2;

"**Dispute Resolution Rate**" means the rate at which the Biller resolves Customer Billing Disputes, and is calculated as (A) the Number of Customer Billing Disputes in any rolling consecutive twelve (12) month period which have been resolved by the Biller, divided by (B) the Number of Customer Billing Disputes in such twelve (12) month period which have been resolved by the Biller as contemplated in Section 7.6(d) or in respect of which the Company has exercised its rights as contemplated in Section 7.6(e), and then multiplied by (C) 100.

"**Distribution Charges**" means all charges of the Company in respect of gas, gas distribution services or related items provided by, or on behalf of, the Company to a Customer from time to time;

"**Effective Date**" means the first day after the Termination Date (as defined in the Trust Agreement);

"**Event of Default**" has the meaning given to such term in Section 8.7;

"**Fee Invoice**" has the meaning given to such term in Section 4.6;

"**Final Billing Date**" has the meaning given to such term in the "Definitions" section of Appendix "G";

"**Financial Assurances**" has the meaning given to such term in Section 9.1;

"**Financing Plan**" means an arrangement evidenced by an agreement between the Biller and a Customer pursuant to which the Biller has agreed, *inter alia*, to finance such Customer's acquisition of one or more of the Customer Services and which agreement has been entered into in accordance with, and which complies with, the *Consumer Protection Act*;

"**Governmental Authority**" means any government, regulatory body or authority, agency, governmental department, board, commission, tribunal, court or other law, rule, or regulation making authority having jurisdiction or control on behalf of Canada or any provincial, regional or local governmental, or other subdivision thereof;

"**GST/HST**" means the taxes (including goods and services tax and harmonized sales tax) imposed under Part IX of the *Excise Tax Act* (Canada);

"**Insurance Policies**" has the meaning given to such term in Section 9.4.1;

"**Lien**" means any mortgage, deed of trust, pledge, hypothecation, hypothec, assignment (whether absolute or by way of security), deposit arrangement, encumbrance, lien (statutory or other), preference, deemed trust, participation interest, security interest, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including any conditional sale or other title retention agreement and any financing lease having substantially the same economic effect as any of the foregoing;

"**Material Variation**" has the meaning given to such term in Section 2.5.2;

"**Minimum Credit Rating**" for a potential Customer or Customer means a rating of 550 or above based on the BEACON scoring system maintained by Equifax Canada Inc., or a rating of 550 or above based on the Empirica scoring system maintained by TransUnion Canada Inc.;

"**Monthly Statement**" has the meaning given to such term in Section 4.5;

"**Notice**" has the meaning given to such term in Section 11.1;

"**Number of Customer Accounts**" means the total number of Customer accounts in respect of which the Company has provided Billing Services to the Biller during a specified period, determined as the monthly average of the number of Service Bills issued pursuant to the Agreement in such period;

"**Number of Customer Billing Disputes**" means the total number of Customer Billing Disputes by the Biller's Customers (or by any agent of any of such Customers) during a specified period (based on the Company's record of Customer Billing Disputes logged in its customer information system);

"**OEB**" means the Ontario Energy Board, or any successor regulatory authority;

"**Open Bill Manual**" means the manual of rules, technical specifications and requirements, policies and procedures established by the Company and applicable to the Biller and every other Person desiring to avail themselves of any of the Billing Services, and which manual is currently titled "CIS Open Bill Access Biller User Manual", as the same may be amended, revised, modified, supplemented or superseded by the Company from time to time in accordance with the terms of this Agreement;

"**Other Billers**" has the meaning given to such term in Section 1.8.1;

"**Owning Party**" has the meaning given to such term in the definition of "Confidential Information" in Section 1.1;

"**Party**" means the Company or the Biller, and "**Parties**" means both of them;

"**Payment Amount**" has the meaning given to such term in Section 4.2.1;

"**Payment Date**" has the meaning given to such term in Section 4.2.1;

"**Permitted Liens**" means, with respect to the property of a Person, any of the following liens at any particular time:

- (a) liens imposed by law by any Governmental Authority, including Liens or privileges for taxes, rates, levies, assessments or other charges, which are not delinquent at such time or which are being contested in good faith by appropriate action promptly initiated and diligently conducted and for which adequate reserves, in accordance with Canadian generally accepted accounting principles in effect at such time applicable to such Person shall have been set aside on such Person's books; and
- (b) liens (inchoate or otherwise) which individually or in the aggregate are not material and arise or are incurred in such Person's ordinary course of business in respect of obligations which are not overdue;



"**Pre-Payment Amount**" has the meaning given to such term in Appendix "B";

"**Person**" includes an individual, sole proprietorship, partnership, unincorporated association or organization, trust and a body corporate;

"**Prior Agreement**" has the meaning given to such term in the Background to this Agreement;

"**Priority Lien Holder**" means any Person that (a) at any time on or after the Effective Date may hold, or may be the beneficiary of or otherwise entitled to, any Lien (other than a Permitted Lien) in respect of any present or future Receivables Entitlements ranking in priority to or *pari passu* with any present or future interests in any such Receivables Entitlements acquired, or to be acquired, by the Company pursuant to this Agreement, and (b) has not executed and delivered to the Company an agreement substantially in the form attached to this Agreement as Appendix "H" or otherwise in form and substance satisfactory to the Company;

"**Purpose**" has the meaning given to such term in Section 10.1.1;

"**Receivables Entitlement**" relating to a Biller Receivable means all right, title and interests (but not obligations) of the Biller in and to such Biller Receivable and the Related Security and Deemed Proceeds in respect of such Biller Receivable, including in and to all payments made or value provided in any form in respect of such Biller Receivable and the Related Security and Deemed Proceeds in respect of such Biller Receivable;

"**Receiving Party**" has the meaning given to such term in the definition of "Confidential Information" in Section 1.1;

"**Reconciliation**" has the meaning given to such term in Section 4.4;

"**Regulatory Approval**" means the approval, consent or agreement of a Governmental Authority, to the extent required under Applicable Laws;

"**Regulatory Proceedings**" has the meaning given to such term in Section 10.2.1;

"**Related Security**" means, in respect of a Biller Receivable, all contracts, securities, bills, notes, guarantees and other documents now held or owned or which may be hereafter taken, held or owned by the Biller, or anyone acting on its behalf in respect of such Biller Receivable, including all conditional sale agreements, lease agreements and other instruments (negotiable or otherwise) and agreements made or entered into respecting the sale or lease of gas, goods (including water heaters) or merchandise or respecting the rendering of the services in connection with which such Biller Receivable is owing, any renewals thereof, any substitutions therefor, all proceeds thereof, all monies payable thereunder, all rights and claims of the Biller thereunder, in respect thereof or evidenced thereby, all the right, title and interest of the Biller in and to the respective chattels and moveable property in respect of which such instruments or agreements were entered into or given and the benefit of all insurance and claims for insurance effected or held for the protection of the Biller in respect of such chattels and moveable property, together with the records evidencing, recording, or in any way relating to such Biller Receivable and all contracts, securities, bills, notes, agreements and other documents relating to such Biller Receivable;

"**Renewal Term**" has the meaning given to such term in Section 8.2;

"**Representatives**" has the meaning given to such term in Section 10.1.3(a);

"**Required Postponement and Subordination Agreement**" has the meaning given to such term in Section 4.2.5;

"**Resolution Period**" has the meaning given to such term in Section 7.6(d);

"**Retained Confidential Information**" has the meaning given to such term in Section 10.2.1;

"**Run-Off Period**" has the meaning given to such term in Section 8.8.2;

"**Run-Off Financial Assurances**" has the meaning given to such term in Section 8.8.2;

"**Service Address**" means an address located within the Company's franchise area at which the Biller provides Customer Services;

"**Service Bill**" means the bill that is sent to the Customer by the Company each Billing Period which shall include, among other things, the charges for the Customer Services, and, where applicable, Distribution Charges;

"**Service Levels**" means the service levels set forth in Appendix "C";

"**Services Dispute**" has the meaning given to such term in Section 7.7.1;

"**Standard Transition Plan**" means the transition plan set out in Appendix "G";

"**Tax**" or "**Taxes**" means all taxes, assessments, charges, dues, duties, and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Authority under any Applicable Laws, including, Canadian federal, provincial, territorial, municipal and local, foreign or other income, capital, capital gains, sales, use, consumption, excise, value-added, GST/HST, business, real property, personal property, transfer, franchise, withholding, payroll, or employer health taxes, customs, import, anti-dumping or countervailing duties, Canada Pension Plan contributions, employment insurance premiums, and provincial workers' compensation payments, including any interest, penalties and fines associated therewith, and excluding the Company's income taxes or employment insurance, statutory or other taxes for the benefit of the Company;

"**Term**" has the meaning given to such term in Section 8.1;

"**Termination Transition**" has the meaning given to such term in Section 8.10.1(a);

"**Third Party Open Bill Agreement**" has the meaning given to such term in Section 6.4;

"**Third Party Provider**" has the meaning given to such term in Section 8.10.1(a);

"**Transition Notice Period**" has the meaning given to such term in Section 8.10.1(a);

"**Transition Period**" has the meaning given to such term in Section 8.10.1(a);

"**Transition Plan**" has the meaning given to such term in Section 8.10.1(b); and

"**Trust Agreement**" means the Amended and Restated Proceeds Transfer, Servicing and Trust Agreement entered into among the Company, BNY Trust Company of Canada (assignee of CIBC Mellon Trust Company), the Biller and the other parties set forth on Schedule "F" thereto effective as of February 4, 2010, as the same may be amended, modified or replaced from time to time.

## **1.2 Rules of Interpretation**

In this Agreement the following rules shall apply to the interpretation thereof:

- (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (b) the words "include", "includes" and "including" and other similar words and expressions shall in all cases be deemed to be followed by the words "without limitation";
- (c) any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;
- (d) when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded;
- (e) unless otherwise specifically noted herein, all dollar amounts are expressed in Canadian currency;
- (f) the division of this Agreement into separate Articles, Sections, subsections and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and
- (g) except as otherwise specifically defined or provided for in this Agreement, words or abbreviations which have well known or trade meanings are used in accordance with their recognized meanings.

## **1.3 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario. For the purpose of any legal actions or proceedings brought by either Party in respect of this Agreement, each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.

## **1.4 Entire Agreement**

This Agreement and all appendices, exhibits, attachments, and addenda contemplated herein or specifically referred to herein constitute the entire agreement among the Parties pertaining to

all the matters herein, and supersede all prior agreements, understandings, negotiations, discussions and other communications, whether oral or written, of the Parties.

### 1.5 Severability

If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable or contravene any Applicable Laws, then (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Party or circumstance shall not be affected thereby, and (b) the Parties will negotiate in good faith to amend this Agreement to implement the intentions set forth herein. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Laws.

### 1.6 Order of Priority

In the event of any inconsistency between any of the provisions of the main terms and conditions of this Agreement and the Appendices and the Open Bill Manual, the inconsistency will be resolved by reference to the following descending order of priority:

- (a) the terms and conditions of this Agreement (excluding the Appendices); then
- (b) the Appendices; and then
- (c) the Open Bill Manual.

### 1.7 Ontario Energy Board Act

The Parties acknowledge that this Agreement shall be subject to any rule or order applicable to the Company or the Biller enacted by the OEB pursuant to the *Ontario Energy Board Act*, S.O. 1998, c.15, Schedule B., s.44.

### 1.8 Application

1.8.1 The Parties acknowledge that this Agreement is one of a series of substantially identical agreements entered into between the Company and others (the "**Other Billers**") relating to the provision of Billing Services, and that it is an underlying principle of the Company that it provide services to those with whom it contracts in a reasonable, fair and consistent manner. Therefore, except as specifically contemplated in Section 8.10.1 and Appendix "D", the Company shall exercise and enforce its rights (including its right to make determinations in its sole or sole and absolute discretion) under this Agreement in a manner which is fair and consistent amongst all the participants in the Company's 'Open Bill Program'.

1.8.2 This Agreement may be amended from time to time (but, in any event, not more often than once in each calendar year) by the Company, after following, and subject to, the process set out below:

- (a) The Company shall forward to the Biller a notice of its desire to amend this Agreement (an "**Amendment Notice**"), together with the particulars of the

amendments proposed (including a black-line of this Agreement, or the relevant sections of this Agreement to be amended, incorporating the proposed amendments), the proposed effective date of the amendments (which shall not, in any event, be sooner than ninety (90) days following delivery of the Amendment Notice) and any explanation of the amendments that the Company considers appropriate.

- (b) If the Biller considers that the proposed amendments involve a material change to this Agreement with which the Biller does not agree, then the Biller shall, within twenty (20) days of delivery of the Amendment Notice, provide a notice to the Company of the Biller's desire to consult with the Company regarding such amendments (a "**Consultation Notice**").
- (c) If the Company does not receive a Consultation Notice from the Biller or a similar consultation notice from any of the Other Billers, then the Company shall provide to the Biller a final revised version of this Agreement, or appropriate amending documentation, incorporating all of the amendments which the Company has proposed. The Biller shall sign and return to the Company such final revised version of this Agreement or such amending documentation by no later than thirty (30) days following the delivery of such final revised version of this Agreement or such amending documentation.
- (d) If the Company receives a Consultation Notice from the Biller or a similar consultation notice from any of the Other Billers, then the Company shall initiate a consultative process by organizing a meeting or series of meetings to which the Biller, and all Other Billers, will be invited to review and discuss the proposed amendments (the "**Consultative Process**"). Such meeting, or series of meetings, shall be held at the Company's offices and shall be commenced within ten (10) days of receipt of the Consultation Notice (or the first similar notice received by the Company from any such Other Billers).
- (e) If the Consultative Process is required to be initiated, the Company and the Biller, together with all Other Billers who participate in such Consultative Process, shall review and discuss the proposed amendments for a period of not less than fifteen (15) days and not more than thirty (30) days (or such longer period to which the Company, in its sole discretion, may agree) (the "**Consultative Period**"), and shall try to settle and agree on the proposed amendments. If agreement is reached on the proposed amendments during the Consultative Period, then the Company shall provide to the Biller a final revised version of this Agreement, or appropriate amending documentation. The Biller shall sign and return to the Company such amending documentation by no later than thirty (30) days following the delivery of such final revised version of this Agreement or such amending documentation.
- (f) If no agreement is reached on the proposed amendments during the Consultative Period, then the Company may, in its sole discretion, forward a revised Amendment Notice in accordance with subsection (a) above. If the Biller still considers that the proposed amendments involve a material change to

this Agreement which the Biller is not prepared to accept, then the Biller shall, within thirty (30) days of delivery of the revised Amendment Notice, provide a notice to the Company of the Biller's objection to such amendments (the "**Objection Notice**"). Such revised Amendment Notice forwarded to the Biller by the Company shall include a clear statement that failure of the Biller to provide an Objection Notice shall be deemed to be an approval of the proposed amendments to this Agreement set out in the revised Amendment Notice.

- (g) Ten (10) days following delivery of the revised Amendment Notice contemplated in subsection (f) above, the Company shall send a reminder notice to the Biller, requesting the Biller to consider the proposed amendments to this Agreement set out in the revised Amendment Notice, and which reminder notice shall include another statement that failure of the Biller to provide an Objection Notice shall be deemed to be an approval of the proposed amendments to this Agreement set out in the revised Amendment Notice.
- (h) Following the expiry of the thirty (30) day period noted in subsection (f) above, the Company shall notify the Biller (and all Other Billers) whether or not the Company has received any objection notices from Other Billers, and whether the number of such objection notices received (including the Objection Notice, if applicable) are from billers which in the aggregate represent (i) nine (9) or fewer of the Aggregate Number of Billers (as adjusted pursuant to subsection (k) below), and (ii) forty per cent (40%) or less of the Aggregate Number of Accounts (the "**Approval Threshold**").
- (i) If the Company receives no such objection notices, or if the objection notices received are from billers which do not exceed the Approval Threshold (i.e. 9 (as adjusted) or fewer and 40% or less), then the changes to this Agreement as set out in the revised Amendment Notice shall be deemed to have been approved by the Biller (and all Other Billers), and the Biller shall sign and return to the Company the amending documentation which accompanied the revised Amendment Notice by no later than fifteen (15) days following the delivery of such notice by the Company.
- (j) If the Company receives objection notices and the objection notices received are from billers which do exceed the Approval Threshold (i.e. more than 9 (as adjusted) or more than 40%), then the changes shall not be effective and this Agreement shall continue in full force and effect unamended by the proposed amendments.
- (k) For these purposes: "**Aggregate Number of Billers**" means the aggregate number of the Other Billers plus the Biller; and "**Aggregate Number of Accounts**" means the aggregate number of customer accounts being serviced for all billers by the Company's 'Open Bill Program', calculated as an aggregate of such customer accounts on a biller by biller basis; in each case, at the time the relevant numbers are being calculated. For certainty, the Aggregate Number of Billers as at September 5, 2013 was 60. In addition, for every increase of ten (10) Other Billers that occurs in the Aggregate Number of Other

Billers above 60, the number of Other Billers comprising the Aggregate Number of Billers set out in subsections (h), (i) and (j) above shall be increased by one (1). By way of example only, if the Aggregate Number of Billers increases to 85, the referenced number shall be 11 instead of 9.

- (l) Notwithstanding any of the foregoing, in no event shall the Company initiate or use the foregoing amendment process to effect an amendment to any of Sections 1.8.1, this 1.8.2 or 8.4 of this Agreement.

## **ARTICLE II- BASIC AGREEMENT**

### **2.1 Billing Services**

The Company shall perform for the benefit of the Biller the Billing Services in accordance with this Agreement and all Applicable Laws.

### **2.2 Transfer of Receivables Entitlements**

In the manner and to the extent provided for herein, the Company hereby agrees to purchase the Biller's Receivables Entitlement from the Biller and to pay to the Biller the Payment Amount in consideration thereof and upon, and subject to, receipt thereof, and on the terms and subject to the conditions contained herein, the Biller hereby agrees to transfer to the Company its Receivables Entitlement for each Business Day.

### **2.3 No Liabilities to Customers**

The Biller acknowledges and agrees that in agreeing to purchase the Receivables Entitlements in the manner contemplated by this Agreement, the Company does not, will not and shall not be deemed to, assume any liabilities or other obligations of the Biller or any other Person to any of the Customers under any Customer Services Agreement.

### **2.4 Expenses**

Except as specifically provided otherwise herein, the Company shall bear and pay all expenses incurred by it in the performance of the Billing Services; provided that the Company shall bear no responsibility for expenses which may be incurred as a direct result of the failure of the Biller to fulfill any of its obligations under this Agreement, and the Company shall incur no costs or expenses as a result of, or in connection with, a Customer Billing Dispute, except in the manner and to the extent specifically provided for herein.

### **2.5 Forecast of Services**

- 2.5.1 Subject to Subsection 2.5.4, the Biller shall provide to the Company, by no later than June 30 and December 31 in each year, a forecast of the number of Service Bills to be sent to the Customers by the Company, on a month-by-month basis, for the next following 12-month period (the "**Annual Forecast**").

2.5.2 The Biller shall notify the Company, as promptly as is reasonable in the circumstances, of any expected or anticipated variance in a particular month (or months) of 20% or more (a "**Material Variation**") from the volumes set out in the then most current Annual Forecast provided to the Company. In the event of a negative Material Variation for a particular month (or months), and notwithstanding any reduced volume of Service Bills distributed by the Company as a result of such negative Material Variation, the Biller shall be liable to pay to the Company, on the terms herein specified, 80% of the charges that would have been payable by it to the Company for the relevant month(s) had such Annual Forecast been accurate, and the volume of Service Bills contemplated by such Annual Forecast been circulated. In the event of a positive Material Variation, the Company shall use commercially reasonable efforts to accommodate such increased volume of Service Bills, provided that such accommodations shall in no manner require, or be interpreted so as to require, the Company to alter or revise its regular billing cycle.

2.5.3 The initial Annual Forecast of the Biller, if applicable, as of the date of execution of this Agreement is set forth on Appendix "E".

2.5.4 The requirement in Section 2.5.1 to provide an Annual Forecast shall not apply to any Biller if the total number of Service Bills for which the Company provided Billing Services in the six completed Billing Periods prior to, but not including, the date referred to in that Section, was less than thirty thousand (30,000). On the execution of this Agreement, a Biller who anticipates that its annual Service Bills in the first year will not exceed sixty thousand (60,000) is not required to prepare an initial Annual Forecast. For certainty, Section 2.5.2 will apply to a Biller only during a period to which a required Annual Forecast applies.

## 2.6 **Obligations of the Biller**

2.6.1 General Obligations – In addition to and without limiting any of its obligations set forth elsewhere in this Agreement, the Biller hereby covenants and agrees that it shall:

- (a) comply with all of the obligations and requirements of the Biller set out in this Agreement and the Open Bill Manual, and without limitation provide to the Company billing information for each Customer in accordance with the content, format and timing requirements set forth in the Open Bill Manual;
- (b) comply with the Company name restrictions set forth in Appendix F – 'Company Name Restrictions' of the Open Bill Manual;
- (c) ensure that (i) there is in place at all times a Customer Service Agreement with each Customer to whom the Biller provides any Customer Services or in respect of whom the Biller requests that the Company provide any Billing Services, and (ii) such Customer Service Agreement is, and has been entered into, in compliance with all Applicable Laws, including the *Consumer Protection Act*, and (iii) it delivers a copy of such Customer Service Agreement to the Customer if required by Applicable Laws, including the *Consumer Protection Act*;



- (d) comply with the Company's verification call requirements set forth in Appendix K – 'Verification Calls' of the Open Bill Manual;
- (e) use commercially reasonable efforts to avoid being in default, and to not knowingly remain in default, under any Customer Services Agreement;
- (f) provide to the Company the Financial Assurances, if any, in accordance with Article IX hereof;
- (g) act in compliance with all Applicable Laws;
- (h) comply with its privacy obligations under the *Personal Information Protection and Electronic Documents Act* (Canada), or any similar legislation in effect, and under any and all equivalent and applicable provincial legislation;
- (i) notify each Customer that (i) the charges for Customer Services under the Customer Services Agreements shall appear on the Service Bill, and (ii) the Company shall be receiving payments in respect of such charges in accordance with the terms set forth on the Service Bill and in accordance with Applicable Laws, including amounts owing in respect of Customer Services;
- (j) ensure each Customer is provided current and accurate Biller contact information including: a telephone number and address for service, and an email address and/or internet website address through which Customer queries can be directed, and, ensure that such methods of communication are capable of receiving Customer queries during regular hours on each Business Day, and, promptly respond to all such queries made by Customers;
- (k) perform the Customer Services in accordance with good customer service practices reflected by current market standards; provided that this covenant of the Biller shall not create a separate obligation of the Biller to the Company in respect of the performance of the Customer Services, and where there is a Customer Billing Dispute pursuant to which the Customer has stated that the Biller's breach of this covenant is the subject of all or a part of that Customer Billing Dispute, then the Company may rely on this covenant solely for purposes of Section 7.6;
- (l) use commercially reasonable efforts to facilitate the transactions contemplated by this Agreement, including by supplying the Company with all information and assistance that may be necessary or helpful to the Company in verifying the accuracy of any Customer account information or in correcting any errors; and
- (m) ensure that each Customer has a credit rating at or above the Minimum Credit Rating where: (i) such Customer has a Financing Plan; or (ii) an existing Customer's aggregate charges for Customer Services over any twelve (12) month period (whether or not pursuant to a Financing Plan) on a Service Bill are in excess of one thousand eight hundred dollars (\$1,800.00), unless otherwise agreed by the Company in its sole discretion.

2.6.2 Use of Third Party Servicers – The Biller may, from time to time, determine to outsource or subcontract with third parties (each, a “**Third Party Servicer**”) the delivery or performance of some or all of the Customer Services for which the Company provides Billing Services pursuant to this Agreement. Such outsource or subcontract of Customer Services (being referred to collectively as “**Biller Outsourcing**”) may include, among other things, the purchase by the Biller of account receivables generated by such other parties resulting from the delivery or performance of those Customer Services. Notwithstanding that the Biller is not directly delivering or performing such Customer Services, by accepting the relevant account receivables generated thereby or by requesting that the Company perform Billing Services in respect thereof, the Biller covenants and agrees that:

- (a) it shall ensure that each Third Party Servicer has complied with, and will at all times comply with, all of the obligations of the Biller set out in Subsection 2.6.1, including subsections 2.6.1(a), (c), (d), (e), (g), (j) and (k);
- (b) all contracts or other arrangements entered into between the Biller and each Third Party Servicer in respect of Biller Outsourcing shall (i) include the rights provided to the Company pursuant to Section 4.10; and (ii) require such Third Party Servicer to comply with all provisions of this Agreement to permit the Company to exercise all of its rights and privileges hereunder in the same manner as if the Third Party Servicer were directly obligated to the Company pursuant to this Agreement;
- (c) notwithstanding the Biller’s use of or contracting with any Third Party Servicer, the Biller shall have overall responsibility and accountability to the Company for performing the Customer Services and for ensuring that the terms and conditions of this Agreement applicable thereto, and in respect of the account receivables generated therefrom (and which are the subject of Billing Services provided by the Company hereunder) are complied with in all respects;
- (d) if the Biller is a Third Party Servicer through or with another biller, any actions or conduct of the Biller which result in a breach by that other biller under such other biller’s open bill access billing and collection services agreement shall, in addition to being a breach under such other biller’s open bill access billing and collection services agreement, be and shall be deemed for all purposes of this Agreement to be a breach by the Biller of the Biller’s corresponding obligations in this Agreement; and
- (e) in no event shall the Biller be released from any of its covenants or obligations under this Agreement as a result of its contract or agreement with any Third Party Servicer.

The Biller acknowledges that compliance by the Biller with the foregoing covenants and agreements are fundamental to the Company entering into this Agreement with the Biller, and that a breach of any of the provisions of this Section 2.6.2 by the Biller is an Event of Default of the Biller that could lead to termination of this Agreement in accordance with the terms hereof.

## 2.7 Obligations of the Company

2.7.1 General Obligations – In addition to and without limiting any of its obligations set forth elsewhere in this Agreement, the Company hereby covenants and agrees that it shall:

- (a) act in compliance with Applicable Laws;
- (b) comply with its privacy obligations under the *Personal Information Protection and Electronic Documents Act* (Canada), or any similar legislation in effect, and under any and all equivalent and applicable provincial legislation;
- (c) perform the Billing Services in accordance with this Agreement;
- (d) pay to the Biller, in accordance with the terms of this Agreement, the Payment Amount; and
- (e) use commercially reasonable efforts to facilitate the transactions contemplated by this Agreement.

2.7.2 Service Levels – In addition to and without limiting any of its obligations set forth elsewhere in this Agreement, the Company shall perform the Billing Services in accordance with the Service Levels. The Company shall report on its performance and the provision of the Billing Services in accordance with the requirements set out in Appendix "C". If the Company fails to perform any of the Billing Services in accordance with an applicable Service Level, as disclosed in any such report, then the Company shall perform an analysis to identify the cause of such failure and shall take reasonable steps to correct such failure and to comply with the relevant Service Level thereafter.

2.7.3 Subcontractors – The Biller acknowledges and agrees that the Company may subcontract the performance of all or a portion of the Billing Services to a third party subcontractor, or subcontractors. Notwithstanding the Company's use of any subcontractor, the Company shall retain responsibility for performing the Billing Services and for carrying out its obligations under this Agreement.

## 2.8 Business Continuity Plans

The Biller shall have the right, at its own cost and upon reasonable prior notice to the Company during the usual business hours of the Company and, in any event, no more than once per twelve (12) month period during the Term, to review at the Company's premises a copy of the Company's then current Business Continuity Plan relating to the delivery of the Billing Services, provided that: (A) the Biller shall be bound by obligations of confidentiality in respect of such plan(s), and that such plan(s) shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Biller without the prior written consent of the Company; and (B) the Company may redact such part or parts of such Business Continuity Plan as it considers necessary or advisable, in its sole discretion, in order to protect the security or confidentiality thereof. The Company shall thereafter provide to the Biller details of any material change in its then current Business Continuity Plan relating to the delivery of the Billing Services which may occur during the Term. For certainty, the Company shall ensure that every third-party service provider providing a material component of the Billing Services

shall have in place a business continuity plan, and the Company shall so notify the Biller of the existence of each such plan.

### **ARTICLE III – BILLING**

#### **3.1 Timing**

Prior to the delivery of any Service Bill to a Customer, the Biller shall provide to the Company billing information for such Customer in accordance with the content, format and timing requirements set forth in the Open Bill Manual. The Company will then render a Service Bill for each Cycle Day in accordance with the Company's regular Cycle Day billing schedule in effect from time to time to those Customers for which the Biller has provided such requisite information.

#### **3.2 Service Bill Content and Format**

The Company shall format the Service Bill so as to present the content of the Biller portion of the Service Bill in a manner consistent with the terms of this Agreement and the Open Bill Manual.

#### **3.3 License to Use Intellectual Property**

3.3.1 The Biller hereby grants to the Company during the Term a royalty-free, limited, non-exclusive license to use the Biller's intellectual property required for the Company to fulfill its obligations under this Agreement, and which license shall be pursuant to the terms and conditions of a license agreement entered into or to be entered into between the Company and the Biller substantially in the form set out in Appendix "F" hereto.

3.3.2 The Biller acknowledges that, in connection with the performance by the Company of Billing Services, and in particular the provision to the Company by the Biller of billing information for each Customer, the Biller at its option may utilize certain software provided by the Company, from time to time, and any such use of same by the Biller shall constitute the Biller's acceptance of, and agreement to strictly comply with, the license terms, use restrictions and limitations set forth in Appendix H – 'Terms of Use for the OBA Transaction Tool' of the Open Bill Manual. The Biller's use or non-use of such software shall not alter either the Biller's or the Company's obligations under this Agreement. However, the Biller acknowledges that the Company's ability to deliver Billing Services is dependent upon the Biller's delivery of transaction interface files which meet the technical specifications described in the Open Bill Manual.

#### **3.4 Customer Information**

The Company shall:

- (a) not use any Customer proprietary or personal information and/or data provided by the Biller that it obtains solely as a result of the provision of Billing Services (the "**Customer Data**") other than as contemplated by, and as necessary to satisfy its rights or fulfill its obligations under, this Agreement;

- (b) not disclose any Customer Data other than (i) any disclosure that is authorized by the Biller, (ii) as required by Applicable Laws, (iii) to the extent reasonably necessary to collect in respect of Receivables Entitlements which have been transferred to the Company hereunder, or (iv) to any third party sub-contracted by the Company to assist in the provision of the Billing Services;
- (c) refer any Customers with inquiries or complaints about, or seeking access to or correction of, their personal information to the Biller and promptly notify the Biller about such complaint or request upon receiving same; and
- (d) use reasonable security measures to protect the Customer Data against loss, theft, unauthorized access, disclosure, copying, use or modification.

For certainty, nothing in this Agreement shall preclude the Company from utilizing, for any purpose, in accordance with Applicable Laws, any Customer information acquired by the Company in association with or as a result of its provision of services to its customers.

### **3.5 Software and Proprietary Know-How**

Except for Customer Data supplied by the Biller to the Company pursuant to this Article III, or as otherwise provided herein or agreed upon by the Parties, the Company acknowledges and agrees that it is responsible for developing or acquiring (by purchase or license) at its cost, all software and proprietary know-how which may be required to provide the Billing Services in the manner and to the extent set out in this Agreement. For certainty, the Company's obligation hereunder shall commence at the Company's demarcation point, being the interface at which the Customer billing information to be provided by the Biller in accordance with Section 3.1 enters the Company's customer information system.

## **ARTICLE IV – COLLECTION AND SETTLEMENT**

### **4.1 Collection of Amounts from Customers**

The Company shall render a Service Bill to each Customer, which Service Bill shall be prepared, delivered and payable in compliance with this Agreement, the Open Bill Manual and the Company's customary billing procedures. The Service Bill may be comprised of charges for Customer Services, Distribution Charges and any other amounts payable by the Customer to the Company or any other party with which the Company has an agreement therefor. Each Customer shall be required by the Company to pay the aggregate amount shown as payable (including all Taxes thereon) in each Service Bill in accordance with the payment terms set out therein.

### **4.2 Acquisition of Receivables Entitlements**

- 4.2.1 Subject to and in accordance with the other terms and conditions of this Agreement, the Company shall acquire the Receivables Entitlements of the Biller in respect of each Billing Date. To this end, the Company shall acquire the Receivables Entitlements relating to the Biller Receivables billed on a particular Billing Date by paying to the Biller, on or before 9:00 a.m. (Toronto time) on the twenty-first (21<sup>st</sup>) day immediately following such Billing Date (the "**Payment Date**") the Payment Amount for such Billing

Date, all in accordance with Sections 4.2.2 and 4.2.3. The “**Payment Amount**” shall be an amount equal to: (a) the Actual Billed Amount for such Billing Date, multiplied by (b) the Biller Percentage, as adjusted in accordance with the terms of this Agreement. Notwithstanding the foregoing, if the Payment Date is not a Business Day, payment shall be made on the first Business Day next following such date.

- 4.2.2 The Company shall pay the Payment Amounts to which the Biller is entitled pursuant to Section 4.2.1 to the account designated by the Biller pursuant to Section 4.7.1.
- 4.2.3 Upon, and subject to, the Biller's receipt of the Payment Amount, the Biller shall immediately thereafter absolutely, unconditionally and irrevocably transfer to the Company all of its Receivables Entitlements relating to the Biller Receivables billed on such Billing Date. Each of the Parties hereby confirms that any transfer of Receivables Entitlements made pursuant to this Section 4.2.3 is intended to constitute an absolute, unconditional and irrevocable transfer, assignment and conveyance of an interest in property and is not intended by the Parties to be, and should not be construed as, a loan, or other form of indebtedness owing to the Company or the Biller.
- 4.2.4 The Biller acknowledges and agrees that the Company (i) may register and file this Agreement and all instruments supplementary or ancillary hereto or thereto, or financing statements or other documents in respect thereof, in each province and territory of Canada where registration thereof may be necessary or of material advantage in preserving, protecting or perfecting the transfer, assignment and conveyance to the Company of the Receivables Entitlements made pursuant to this Agreement or may maintain and rely on its existing registrations or filings against the Biller in any province or territory of Canada to preserve, protect or perfect such transfer, and (ii) may renew such registrations and filings and make such additional registrations and filings and obtain any required approvals from time to time as and when required. The Company shall provide to the Biller copies of each such registration or filing made by the Company after the date hereof.
- 4.2.5 The Biller shall promptly, and in any event prior to the Company commencing to provide any of the Billing Services, cause each Priority Lien Holder to execute and deliver to the Company a postponement and subordination agreement substantially in the form attached to this Agreement as Appendix “H” or otherwise in form and substance satisfactory to the Company (the “**Required Postponement and Subordination Agreement**”). The Biller acknowledges and agrees that its failure to cause any Priority Lien Holder to execute and deliver a Required Postponement and Subordination Agreement within thirty (30) days of the receipt by the Biller of a written notice from the Company requiring the execution and delivery of a Required Postponement and Subordination Agreement by such Priority Lien Holder shall constitute an Event of Default by the Biller pursuant to Section 8.7(c) and that the existence of a Priority Lien Holder may constitute an Event of Default by the Biller pursuant to Section 8.7(h) in respect of the representation and warranty made by the Biller pursuant to Section 7.1(f).

### 4.3 Fees

Amounts payable by the Biller to the Company pursuant to, and in accordance with, this Agreement include the following:

- (a) for Billing Services rendered by the Company to the Biller hereunder, the Billing Fee;
- (b) the Pre-Payment Amount, if any, which will be payable by the Biller to the Company contemporaneously with the entering into of this Agreement, and the Company shall setoff all Billing Fees invoiced to the Biller hereunder against such Pre-Payment Amount until the Pre-Payment amount has been reduced to zero; and
- (c) Corrective Costs.

Each of the foregoing fees may be amended from time to time in the manner contemplated in this Agreement.

### 4.4 Monthly Reconciliation

4.4.1 On or before the fifth (5<sup>th</sup>) Cycle Day of each Billing Period, the Company shall perform a reconciliation of the Actual Billed Amounts for the immediately preceding Billing Period (a "**Reconciliation**"), taking into account any adjustments required as a result of (i) any At-Issue Amounts for which the Company has not previously taken into account an adjustment pursuant to this Section 4.4 and (ii) any Deemed Proceeds that are allocated to the Biller Receivables of the Biller during such Billing Period.

4.4.2 To the extent the Reconciliation indicates that the aggregate Payment Amount paid to the Biller during the Billing Period is greater than the Adjusted Settlement for such Billing Period, the Company shall be entitled to deduct or net out such overpayment from the Payment Amount otherwise to be paid to the Biller in accordance with this Agreement. For purposes of this Section 4.4, "**Adjusted Settlement**" shall be an amount equal to the aggregate Payment Amount for the relevant Billing Period adjusted, where applicable (without duplication) (i) in accordance with Section 7.6(c)(iii) hereof to account for any At-Issue Amount, (ii) to account for any Deemed Proceeds allocated to the Biller Receivables of the Biller during such Billing Period, and (iii) to account for any amounts owing by the Biller pursuant to Section 4.6 hereof.

### 4.5 Monthly Statements

On or before the sixth (6<sup>th</sup>) Cycle Day of each Billing Period, the Company shall issue to the Biller a statement (the "**Monthly Statement**") for the immediately preceding Billing Period which sets forth any amounts owed to the Company by the Biller resulting from the Reconciliation or for Corrective Costs, which amounts shall, on the third (3<sup>rd</sup>) Business Day following the date of the Monthly Statement, be set-off against the Payment Amount to be paid by the Company to the Biller on such Business Day. In the event that the amount to be set-off pursuant to the preceding sentence is greater than the Payment Amount to be paid on such Business Day, the Company shall set-off any such residual

amount against the Payment Amount to be paid by the Company to the Biller on the Business Day immediately following, and so on, until all such amounts owed to the Company by the Biller as a result of such Reconciliation are recovered. For certainty, the Monthly Statement shall also include the basis of calculation of any At-Issue Amount and any Adjusted Settlement.

#### **4.6 Fee Invoices**

On or before the sixth (6<sup>th</sup>) Cycle Day of each Billing Period, the Company shall issue to the Biller an invoice (the "**Fee Invoice**") which sets forth any amounts owed to the Company by the Biller in respect of the Billing Fees or any other charges payable by the Biller pursuant to this Agreement, together with all Taxes payable by the Biller thereon, or otherwise payable by the Biller pursuant to Section 5.1, for the immediately preceding Billing Period. For certainty, the Fee Invoice shall include details of the basis of calculation of the Billing Fee including (a) the number of Service Bills that included Distribution Charges delivered in the relevant month, and (b) the number of Service Bills that did not include Distribution Charges delivered in such month. Any Billing Fees, Corrective Costs and any other charges payable by the Biller pursuant to this Agreement, together with Taxes payable by the Biller thereon, as set forth on any Fee Invoice that are not paid by the Biller within thirty (30) days of the date of such invoice may be set-off against the Payment Amount otherwise to be paid by the Company to the Biller during the next following payment period.

#### **4.7 Method of Payment**

4.7.1 By Bank Transfer – Except as otherwise provided herein or agreed by the Parties, all payments made under this Agreement by the Company to the Biller or by the Biller to the Company shall be made by bank transfer (by electronic or other means) to an account designated from time to time by the Biller to the Company or the Company to the Biller, as applicable and, other than as expressly set forth herein, shall be made in full, without set-off or counterclaim, and free of and without deduction or withholding.

4.7.2 Optional Set-Off – Notwithstanding the provisions of Section 4.7.1, if the Biller provides to the Company: (A) a notice that the Company is to set-off payment of the Fee Invoice against payment to the Biller of the Payment Amount; and (B) such direction or authorization addressed to the Company; then the Company will take steps to effect such set-off as soon as is reasonably practicable, and any such set-off shall be considered to be an adjustment to the Payment Amount otherwise required to be paid by the Company.

#### **4.8 Management Reports**

The Company shall provide the Biller with the management and operating reports regarding the performance of the Billing Services in the format and frequency set out in the Open Bill Manual. The Parties shall meet to discuss such reports on an as-required basis. The Biller may request additional reports and, if the Company agrees to prepare same, such reports shall be prepared at the expense of the Biller. Any additional reports which the Company, may, in its discretion, produce from time to time in connection with its provision of billing services generally may be provided to the Biller at no additional charge to the Biller.



#### 4.9 Biller's Examination of Books and Records

Subject to Applicable Laws, the Biller shall have the right, at its own cost and upon reasonable prior notice to the Company during the usual business hours of the Company and, in any event, no more than twice per calendar year, to examine and review the books and records (in any form whatsoever) of the Company that relate solely to the delivery of Billing Services hereunder (the "**Company Records**") to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. For these purposes, the Biller shall have the right, at its own cost, to use such external advisers and representatives to perform such examination, provided that such advisers and representatives must first agree to be bound by a confidentiality agreement in respect of the Company Records, which agreement shall contain such terms as the Company may reasonably require. Such Company Records shall be maintained in accordance with the records retention policies of the Company from time to time in effect and in accordance with Canadian generally accepted accounting principles. Any Company Records provided by the Company shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Biller or its external advisers or representatives without the prior written consent of the Company.

#### 4.10 Company's Request for Documentation

4.10.1 Right to Examine Biller Records - Subject to Applicable Laws, (A) if the Company determines, acting reasonably and in good faith, that the Biller has failed or may have failed to perform or observe any of the obligations referred to below in this Section 4.10, or (B) if there occurs a Customer Billing Dispute as contemplated in Section 7.6, or (C) if, at any time, the Company, acting reasonably, elects to audit or to verify that the Biller has complied with or is complying with any of its covenants, obligations, representations or warranties in Section 2.6 or Section 7.1, then the Company shall have the right to examine and review, and the Biller shall, within seven (7) Business Days of a receipt of a request from the Company therefore, deliver to the Company, such evidence (the "**Biller Records**") as the Company considers necessary to verify the Biller's compliance with such covenants, obligations, representations or warranties.

4.10.2 Maintenance of Biller Records - Such Biller Records shall be maintained by the Biller in accordance with commercially reasonable records retention policies of parties in similar circumstances. Any Biller Records provided by the Biller shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Company or its external advisors or representatives without the prior written consent of the Biller.

4.10.3 Right to Contact Customers - In fulfillment of its rights under this Section 4.10, the Company shall also be entitled to contact and communicate with: (i) any Customer or former Customer with respect to any matter in issue between the Biller and such Customer or former Customer, or (ii) any person who has made a complaint to the Company, if such matter relates to the Customer Services, the Billing Services, the Biller's covenants, obligations, representations or warranties under this Agreement, or is otherwise the subject of this Agreement.

4.10.4 Informing Biller - If the Company intends to take any action or to enforce any of its rights in respect of the Biller pursuant to Sections 8.4 or 8.9 as a result of the Company's review of the Biller Records or its communication with any Customer, former Customer

or other person, in either case pursuant to this Section 4.10, then, the Company shall ask such person for their consent to disclose all or part of the relevant information to the Biller and, subject to obtaining any necessary consent from such person, the Company shall disclose to the Biller the relevant information and other documentation (including any available call recordings) which the Company has obtained in respect of the Biller or its activities and upon which it is relying in taking such action or enforcing such right.

#### **4.11 Scheduled Cycle Days**

The Company shall provide the Biller with a copy of its scheduled Cycle Days for each fiscal year of the Company during the Term, prior to the commencement of such fiscal year. For certainty, the Company reserves the right in its sole discretion to amend any such schedule at any time and from time to time during the Term, provided that it will deliver an updated schedule to the Biller as soon as reasonably practicable but in any event prior to the effective date of any such amendment and provided it amends such schedule for all parties under contract with the Company for the provision of services similar to the Billing Services.

### **ARTICLE V – TAXES AND RECOURSE FOR NON-PAYMENT**

#### **5.1 Taxes and Other Charges**

Any Taxes which may become payable on services provided and amounts invoiced pursuant to this Agreement shall be borne and paid by the Biller. The Company shall not make any refund or credit to the Biller of GST/HST in respect of any subsequent reductions to the Billing Fee. The Biller shall be responsible to remit to the relevant Governmental Authority as and when required by Applicable Laws, any Taxes payable by Customers in respect of Customer Services including GST/HST. For certainty, in the absence of specific provisions providing to the contrary, the payor (be it the Company or the Biller) of any payment (including payments effected through set-off and/or discount) will pay, in addition to the payment, any applicable GST/HST imposed on the payor. If, as a result of an amendment or proposed amendment to applicable commodity tax legislation or a Governmental Authority's change in administrative practices regarding same, the sales tax implications of any of the payments under the Agreement are materially altered, the Parties will work together in good faith to restructure the billing and collection arrangements under this Agreement to optimize the sales tax consequences for both Parties.

#### **5.2 Interest on Overdue Amounts**

5.2.1 By Customers - Any amount owing pursuant to a Service Bill by a Customer that is not paid on or before the date on which it is due shall be subject to the Company's standard late payment provisions as approved by the OEB from time to time and as recited in the Service Bill. The Parties acknowledge and agree that any amounts received by the Company from Customers in respect of interest or other penalty charges levied in accordance with such late payment provisions of the Company shall not comprise part of the Actual Billed Amount, but rather shall be the exclusive property of the Company.

5.2.2 By the Company or the Biller - Any amount to be paid by the Company to the Biller or to be paid by the Biller to the Company that is not paid on or before the date on which it is due shall thereafter bear interest at an annual rate equal to the prime rate of interest of the Toronto Dominion Bank (Toronto, Main Branch) on the due date plus one per cent (1%), from the date on which it is due until payment in full. For certainty, the Company agrees that no interest shall accrue where the Company fails to set-off against the Payment Amount (in the manner contemplated in this Agreement) any amounts owing to the Company by the Biller under this Agreement.

### **5.3 Limited Recourse Against the Biller**

5.3.1 The Company acknowledges that its recourse with respect to the payment of any amounts by a Customer pursuant to a Service Bill shall, except as specifically contemplated in this Section 5.3, be limited to it making and enforcing a claim against the Customer. Subject to Section 5.3.2 and Section 7.6 hereof, the Company shall have no recourse against the Biller with respect to the payment of any amounts by a Customer pursuant to a Service Bill.

5.3.2 If the Biller, upon receipt of a request from the Company therefore, is unable or unwilling to provide to the Company satisfactory evidence that any Customer (as identified by the Company, from time to time) meets the Minimum Credit Rating requirement, if applicable pursuant to Section 2.6.1(m), and the Company is unable, after exercising its normal or usual degree of diligence, to collect any amount owing by such Customer in respect of any Customer Services within sixty (60) days of the date of the relevant original invoice to such Customer, then the Company shall be entitled to claim against the Biller for such amount, and the Biller hereby authorizes the Company to set off, appropriate and apply any amount owing by the Company to the Biller pursuant to this Agreement against the amount owing by such Customer.

### **5.4 Authority to Recover Payment**

The Biller hereby irrevocably appoints the Company as the Biller's lawful attorney, with full authority in the name and on behalf of the Biller, its successors and assigns, but for the benefit of the Biller, its successors and assigns, to collect and to recover from each Customer the amounts owing under each Service Bill delivered to such Customer. Such authority shall be in addition to, and not in substitution for, any rights the Company may have in law to enforce or recover payment, including the right to suspend gas deliveries.

## **ARTICLE VI – CHANGES AND MODIFICATIONS**

### **6.1 Changes to Billing Services**

The Open Bill Manual may be amended from time to time by the Company, in its sole discretion and acting reasonably, on not less than sixty (60) days prior notice to the Biller detailing the nature and extent of any such amendment or amendments, provided that:

- (a) each such amendment is applicable to all third parties under contract with the Company for the provision of services similar to the Billing Services,
- (b) the implementation of such amendment will have no material adverse effect on the Billing Services or the Service Levels, or, in the case of any amendment to the list of Billing Services, will have no material adverse effect on the Biller,
- (c) in the case of a proposed change to the products and/or services included as Customer Services (currently referred to in the Open Bill Manual as a 'Bill Type Code' or BTC), a Customer Service will not be removed from the list of Customer Services on less than three (3) months prior notice, and unless such Customer Service appears on one half of one percent (0.5%) or fewer of the total number of Service Bills rendered by the Company for the Biller together with all Other Billers in any billing cycle, and
- (d) in the case of a proposed amendment to the Financial Assurances Policy, the implementation of such amendment will have no material adverse effect on the Biller.

Any such amendment for which the Biller has been provided such notice shall, for all purposes of this Agreement be, and be deemed to be, a part of the Open Bill Manual effective as of the date set forth in such notice and the rights and obligations of the Biller and the Company hereunder shall be amended accordingly and the Biller covenants and agrees to comply with such amendments thereafter. The Company may, in its sole discretion, expand the list of Customer Services upon the request of a Biller.

**6.2 Charges Payable by Customers**

Subject to the following terms of this Section 6.2, the Biller may increase or decrease charges for the Customer Services which are to be billed by the Company to Customers pursuant to this Agreement. Where the Biller has provided to the Company a 'rate ready' list of standard rental or similar charges to be billed to its Customers, then each increase or decrease in such charges shall become effective not later than the date of the Customer's second Service Bill after the Company receives such notice or, if a later date is specified, then such later date.

**6.3 Changes to Billing Fee**

The Billing Fee may, at the Company's sole discretion, be adjusted in the manner and by the amount described in the Billing Fee Adjustment.

**6.4 Most Favoured Customer**

Where (A) the Company enters, or has entered, into an Open Bill Access Billing and Collections Services Agreement with any other party receiving the Billing Services (a "**Third Party Open Bill Agreement**"), and (B) the Billing Fee in such Third Party Open Bill Agreement is lower than the then current Billing Fee set out in this Agreement, then (C) the Billing Fee set out in this Agreement shall be downwardly adjusted by the Company to equal such lower Billing Fee, effective as of the later of (i) the effective date of this Agreement and (ii) the effective date of such Third Party Open Bill Agreement.

## **ARTICLE VII – REPRESENTATIONS, INDEMNITIES AND DISPUTES**

### **7.1 Representations and Warranties by the Biller**

The Biller hereby represents and warrants to the Company, on a continuous basis, as follows and acknowledges that the Company is relying upon the accuracy of each of such representations and warranties in connection with the execution of this Agreement by the Company and the acceptance of its rights and obligations hereunder:

- (a) at the date hereof and at all times during the Term all necessary action has been taken by the Biller to authorize the execution, delivery and performance by the Biller of this Agreement and this Agreement constitutes a legal, valid and binding obligation enforceable against the Biller in accordance with its terms;
- (b) the Biller has all necessary right, power and authority to transfer to the Company all of its Receivables Entitlements in the manner, and on the terms, provided for in this Agreement;
- (c) in all material respects, each Customer Services Agreement has been entered into in accordance with, and complies with, the *Consumer Protection Act* and, to the Biller's knowledge, is valid and binding on all of the parties thereto, and each such Customer Services Agreement shall be in full force and effect for as long as the Company provides Billing Services in respect of such Customer Services Agreement;
- (d) the Biller has clearly and unambiguously established the charges for the Customer Services being, or to be, billed to each Customer pursuant to the relevant Customer Services Agreement as required by Applicable Laws, including the Consumer Protection Act;
- (e) all Customer account and other information provided or made available to the Company by the Biller from time to time shall be correct and complete in every material respect;
- (f) at the time of any transfer to the Company by the Biller of any Receivables Entitlements relating to Biller Receivables as contemplated in this Agreement, including pursuant to Section 4.2, the Biller has good title thereto and is entitled to so transfer such Receivables Entitlements without notice to or consent of the relevant Customer or any other party, and each such transfer shall be made free and clear of all Liens (other than Permitted Liens);
- (g) the Biller is solely responsible to provide to the Company all the necessary and correct information required by the Company in respect of each Customer to permit the Company to fulfill its obligations under this Agreement and the Company is entitled to rely solely on such information in that regard;
- (h) each Customer Services Agreement (i) does not expressly contemplate or permit any right of deduction or set-off pursuant to invoices; (ii) does not allow for any

grace period in making payments thereunder; and (iii) includes the obligation of the Customer to make regular payments during the period and at the rate set out therein and communicated to the Company as contemplated herein; and

- (i) the Biller will remit to the relevant Governmental Authority all Taxes payable by Customers in respect of Customer Services in accordance with Section 5.1 of this Agreement.

## 7.2 Representations and Warranties by the Company

The Company hereby represents and warrants to the Biller, on a continuous basis, as follows and acknowledges that the Biller is relying upon the accuracy of each of such representations and warranties in connection with the execution of this Agreement by the Biller and the acceptance of its rights and obligations hereunder:

- (a) at the date hereof and at all times during the Term all necessary action has been taken by the Company to authorize the execution, delivery and performance by the Company of this Agreement and this Agreement constitutes a legal, valid and binding obligation enforceable against the Company in accordance with its terms;
- (b) the Company has all necessary right, power and authority to purchase from the Biller the Receivables Entitlements and to render accounts to and receive payments from the Customers in accordance with the provisions of this Agreement;
- (c) subject to the terms and conditions hereof, the Company shall be solely responsible for obtaining, at its own expense, rights to use the necessary customer information and billing services systems as required to provide the Billing Services contemplated herein; and
- (d) the employees, agents or subcontractors of the Company who will be providing the Billing Services shall possess such skills and qualifications as are necessary or desirable for the performance of the Billing Services.

## 7.3 Indemnity

7.3.1 Indemnification of the Company - The Biller hereby agrees to save harmless and indemnify the Company, its directors, officers, employees and agents (the "**Company Indemnified Parties**") from and against all damage, loss, deficiency, cost, liability and expense to the Company, howsoever caused, which the Company may suffer or incur as a result of, in respect of or arising out of:

- (a) any material breach of this Agreement by the Biller;
- (b) any breach by the Biller of any of the covenants set out in Section 2.6 or Section 5.1 or any of the representations and warranties set out in Section 7.1;

- (c) the failure by the Biller to satisfy its obligations to Customers in connection with any of the Customer Services;
- (d) the negligence or wilful misconduct of the Biller, or any of the Biller's employees or agents or other persons acting on the authority or with the permission of the Biller;
- (e) a Customer Billing Dispute, including any At-Issue Amount; and
- (f) any breach by the Biller whatsoever of any confidentiality and/or privacy obligations set forth in this Agreement.

Notwithstanding the foregoing or any provision of this Agreement to the contrary, in no event shall the Biller have any duty to indemnify, defend or hold harmless any Company Indemnified Party for the negligent or intentional act or omission of any Company Indemnified Party.

7.3.2 Indemnification of the Biller - The Company hereby agrees to save harmless and indemnify the Biller, its directors, officers, employees and agents (the "**Biller Indemnified Parties**") from and against all damage, loss, deficiency, cost, liability and expense to the Biller, howsoever caused, which the Biller may suffer or incur as a result of, in respect of or arising out of:

- (a) any material breach of this Agreement by the Company;
- (b) any breach by the Company of any of the covenants set out in Section 2.7 or any of the representations and warranties set out in Section 7.2;
- (c) the negligence or wilful misconduct of the Company, or any of the Company's employees or agents or other persons acting on the authority or with the permission of the Company; and
- (d) any breach by the Company whatsoever of any confidentiality and/or privacy obligations set forth in this Agreement.

Notwithstanding the foregoing or any provision of this Agreement to the contrary, in no event shall the Company have any duty to indemnify, defend or hold harmless any Biller Indemnified Party for the negligent or intentional act or omission of any Biller Indemnified Party.

#### 7.4 **Third Party Claim**

If a Company Indemnified Party or a Biller Indemnified Party (in either case, the "**Indemnified Party**") receives notice of the commencement of any claim by any Person who is not a party to this Agreement in respect of which the Indemnified Party intends to make a claim under either Section 7.3.1 or 7.3.2, as applicable, (other than a Customer Billing Dispute, which shall be dealt with in the manner contemplated by Section 7.6 hereof), the Indemnified Party shall promptly notify the other Party (in this instance, the "**Indemnifier**"). Such notice to the Indemnifier must describe in writing the third party claim in reasonable detail and indicate, to the extent reasonably practical, the estimated amount of the loss that has been or may be sustained by the Indemnified Party. The Indemnifier will

then have a period of sixty (60) days within which to satisfy such third party claim, upon the prior written approval of the Indemnified Party of such settlement. Failing any settlement of the third party claim, the Indemnifier shall within ten (10) days of the end of such period give notice to the Indemnified Party as to whether it intends to dispute such third party claim and participate in or assume the defense thereof or not so dispute, participate in or assume. If the Indemnifier fails to provide such notice, the Indemnifier will be deemed to have provided notice that it will not so dispute, participate in or assume.

## **7.5 Limitations**

7.5.1 Subject only to Subsection 7.5.2, and notwithstanding any other provision of this Agreement, (A) the liability of each Party and their respective directors, officers, employees and agents to the other Party, whether founded in tort or breach of contract or otherwise, shall be limited to the loss sustained by such other Party as a result of direct damage sustained by such other Party, and (B) each Party's maximum aggregate liability to the other Party under any provision of this Agreement, whether founded in tort or breach of contract or otherwise, shall not exceed an amount equal to the last twelve (12) months of Billing Fees paid under this Agreement, or, where less than twelve (12) months have elapsed, twelve (12) times the average of the monthly fees paid or payable by the Biller during such shorter period.

7.5.2 The limitation in Subsection 7.5.1 shall not apply in respect of: (A) the obligation of the Company to pay any Payment Amount to the Biller as provided in this Agreement, (B) the liability of either party for a breach of its obligations under Article X; and (C) the liability of a party for any claim to the extent arising as a result of (i) the fraud, gross negligence or wilful misconduct of such party, or (ii) the misappropriation, unlawful disclosure, or use of a third-party's intellectual property (except that the exception in clause 7.5.2(C)(ii) shall not apply in respect of the Biller's use of certain software made available to the Biller by the Company as contemplated in Subsection 3.3.2).

7.5.3 For certainty, (A) a Party shall not be liable for any indirect or consequential losses, including loss of profits, business interruption losses, or any losses as a result of claims by third parties, and (B) in no event shall a Party be liable for any aggravated or non-compensatory damages, including punitive or exemplary damages, whether by statute, in tort or contract.

7.5.4 The limitation in Subsection 7.5.3 shall not apply in respect of: (A) the liability of either party for a breach of its obligations under Article X; and (B) the liability of a party for any claim to the extent arising as a result of the misappropriation, unlawful disclosure, or use of a third-party's intellectual property (except that the exception in clause 7.5.4(B) shall not apply in respect of the Biller's use of certain software made available to the Biller by the Company as contemplated in Subsection 3.3.2).

## **7.6 Disputes between Customer and Biller**

The following provisions shall apply if any Customer shall: (A) make any claim in relation to any breach of a Customer Services Agreement by the Biller, or (B) cancel or repudiate a Customer Services Agreement or claim the right to do so, or (C) dispute the existence of a Customer Services Agreement, or (D) assert any counterclaim, defense, or offset against amounts due for the Customer



Services, or refuse to pay any amount for which it is invoiced hereunder based on any of the foregoing (each, a "**Customer Billing Dispute**");

- (a) the Company shall forthwith notify the Biller of the existence of the Customer Billing Dispute, and to the extent the Biller, rather than the Company, receives notice of the Customer Billing Dispute, the Biller shall forthwith notify the Company of the existence of such Customer Billing Dispute;
- (b) the Company shall notify the Biller of the particulars of each Customer Billing Dispute, including the At-Issue Amount, as and to the extent the Company becomes aware of such particulars;
- (c) the Company shall be entitled, in its sole and absolute discretion, at any time thereafter and upon notice to the Biller, to:
  - (i) not make any changes to the Service Bill for such Customer in respect of the relevant Customer Services, or the corresponding future Customer Services charges, which are the subject of the Customer Billing Dispute; or
  - (ii) remove from the Service Bill for such Customer the relevant Customer Services, and the corresponding future Customer Services charges, which are the subject of the Customer Billing Dispute; or
  - (iii) (A) remove from the Service Bill for such Customer the relevant Customer Services, and the corresponding future Customer Services charges, which are the subject of the Customer Billing Dispute; and (B) as part of the relevant Reconciliation pursuant to Section 4.4, deduct or net out from the amount otherwise to be paid to the Biller an amount equal to the Customer Services charges (including applicable Taxes) at issue in the dispute (the "**At-Issue Receivable**") multiplied by the Biller Percentage (the product being the "**At-Issue Amount**"), which deduction or net-out shall reduce the Company's obligation to pay the Payment Amount by an amount equal to the At-Issue Amount; and (C) refund to the relevant Customer the full amount of any At-Issue Receivable, in respect of which the At-Issue Amount has been so deducted or netted-out; and (D) have such At-Issue Receivable removed from the Customer's bill; and (E) adjust the Company's records accordingly;

notwithstanding the Company's right in Subsection 7.6(c)(iii)(C) to refund to the Customer the full amount of the At-Issue Receivable, if the At-Issue Receivable which is part of the Customer Billing Dispute includes Customer Services charges which were billed to the Customer more than two (2) years prior to the date on which the notification is given pursuant to Subsection 7.6(a), then, except where the matter is the subject of litigation involving the Customer Billing Dispute, the Company shall not refund that part of such At-Issue Receivable which was billed to the Customer more than two (2) years prior to such notification date;

for certainty, if the Company takes the actions and exercises its rights as set out in Subsection 7.6(c)(i), it shall not be precluded, in its sole and absolute discretion at any time thereafter, from taking the action and exercising its rights as set out in Subsection 7.6(c)(ii) or Subsection 7.6(c)(iii), and if the Company takes the actions and exercises its rights as set out in Subsection 7.6(c)(ii), it shall not be precluded, in its sole and absolute discretion at any time thereafter, from taking the action and exercising its rights as set out in Subsection 7.6(c)(iii);

- (d) the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer, and
  - (i) where the Customer Billing Dispute is not in respect of any matter to which the Company determines, in its sole discretion, the Consumer Protection Act applies, then the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer within forty-five (45) days of the notification given pursuant to Subsection 7.6(a); or
  - (ii) where the Customer Billing Dispute is in respect of any matter to which the Company determines, in its sole discretion, the Consumer Protection Act applies, then the Company shall notify the Biller of such determination and the Biller shall use commercially reasonable efforts to resolve the Customer Billing Dispute with the Customer within fifteen (15) days of the notification given pursuant to Subsection 7.6(a);

in either case, the "**Resolution Period**";
- (e) if the Customer Billing Dispute is not resolved within the applicable Resolution Period, then the Company shall be entitled thereafter to take the actions and exercise its rights as set out in Subsection 7.6(c);
- (f) the Biller shall regularly and fully inform the Company regarding the status of each Customer Billing Dispute (including particulars of the matter at issue, the Biller's position and the reasons therefore, and how the Biller intends to resolve it), and, without limiting the foregoing obligation of the Biller, the Biller shall fully inform the Company regarding such status of any Customer Billing Dispute within two (2) Business Days of receipt of a request from the Company in such regard;
- (g) at any time and from time to time, the Company may contact the Customer directly to discuss the status and particulars of the relevant Customer Billing Dispute;
- (h) if a Customer Billing Dispute is resolved, then the Biller shall forthwith so notify the Company, including the particulars of such resolution, and any amount to be billed to the Customer by the Company as a result of such resolution shall be treated in the usual manner under this Agreement;

- (i) a Customer Billing Dispute shall not be considered to have been resolved if the Company is notified by the Biller that a Customer Billing Dispute has been resolved, and the Company is subsequently advised by the Customer, or its representative, that the Customer Billing Dispute has not been resolved; and
- (j) in no event, and notwithstanding any action or inaction by the Company in respect thereof, shall the Company have any responsibility or liability with respect to any Customer Billing Dispute or any At-Issue Receivable or any action taken by the Company pursuant to this Section 7.6 or in respect of such Customer Billing Dispute, provided the Company has acted reasonably in the circumstance.

## 7.7 Disputes Between the Parties

7.7.1 Mechanism for Resolution of Disputes - With the exception of i) the exercise of rights by the Company pursuant to Section 7.6 or ii) the exercise of rights of termination pursuant to Sections 8.4, 8.5 or 8.6, all disputes, claims, questions or differences between the Parties arising out of or in connection with this Agreement or its performance, enforcement or breach (each a "**Services Dispute**"), shall be resolved in the manner set out in this Section 7.7. For certainty, if the Company exercises its rights under Section 7.6 or if a Party gives to the other Party a notice pursuant to Section 8.4, 8.5 or 8.6, then the Biller or such other Party, as the case may be, shall not be entitled to pursue resolution of any Services Dispute related thereto pursuant to this Section 7.7.

7.7.2 Notice of Dispute - A Party claiming that a Services Dispute has arisen must forthwith give written notice (a "**Dispute Notice**") to the other Party specifying the nature of the dispute, the relief sought and the basis for the relief sought.

7.7.3 Meeting between Parties - Within five (5) Business Days following delivery of a Dispute Notice by either Party, the Parties must commence the process of attempting to resolve the Services Dispute by referring such Services Dispute to their respective representatives within their organizations and shall cause their respective representatives to meet, discuss and negotiate in good faith with the intention of reaching a just and equitable solution satisfactory to both Parties.

7.7.4 Binding Arbitration - If the Services Dispute is not resolved to the satisfaction of the Parties within fifteen (15) Business Days after delivery of the Dispute Notice, then either Party may, upon notice to the other Party (the "**Arbitration Notice**"), at any time thereafter require the Services Dispute to be resolved by binding arbitration pursuant to this Section 7.7.4:

- (a) The Services Dispute shall be finally settled by arbitration in accordance with the provisions of the *Arbitration Act, 1991* (Ontario) based upon the provisions of this Section 7.7;
- (b) The arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Parties, acting reasonably, within ten (10) Business Days following delivery of the Arbitration Notice. If the Parties are unable to

mutually agree on an arbitrator within such period, either Party may apply to a judge of the Ontario Superior Court of Justice to appoint an arbitrator. The arbitrator shall be qualified by education and training to rule upon the particular matter to be decided, shall be independent of each of the Parties and shall have reasonable experience in arbitrating business disputes;

- (c) The arbitrator shall be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within sixty (60) days of the receipt by one of the Parties of the Arbitration Notice;
- (d) The arbitration shall take place in Toronto, Ontario, and the language of the arbitration shall be English;
- (e) To the fullest extent permitted by Applicable Laws, any controversy concerning whether a Services Dispute is an arbitral matter or as to the interpretation or enforceability of this Section 7.7 shall be determined by the arbitrator. The arbitration award shall be given in writing and shall be final and binding on the Parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all related matters. The costs of arbitration include the arbitrator's fees and expenses, the provision of a reporter and transcripts, reasonable legal fees and disbursements and reasonable costs of preparation. After completion of the arbitration an action may be initiated by the Parties in court only for the purpose of enforcing the decision of the arbitrator and recovery of the costs incidental to the arbitration;
- (f) Subject to Article X, and except as may lawfully be required in judicial proceedings relating to the arbitration or otherwise or as may be required by Applicable Laws, the Parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed beyond the arbitrator, the Parties, their counsel and any person necessary to the conduct of the proceeding; and
- (g) In no case shall the Company delay, cease or threaten to delay or cease the provision of any Billing Service pending the resolution of a Services Dispute, other than where the estimated aggregate monetary value of the then outstanding Services Disputes exceeds either 20% of the Billing Fee otherwise owing by the Biller to the Company for the relevant Billing Periods or 20% of the Actual Billed Amounts for the relevant Billing Periods (as applicable, depending on the nature of the Services Disputes(s)). Subject to the foregoing, pending the resolution of any Services Disputes, the Biller shall pay to the Company one-half of the Billing Fee plus applicable Taxes otherwise payable pursuant to Article IV in respect of the Billing Services provided by the Company that relate specifically to the Services Dispute. Following resolution of the Services Dispute, the Biller shall reimburse the Company for any underpayment and the Company shall reimburse the Biller for any overpayment, as the case may be, but in each case

the payment shall be subject to interest at the rate provided in Section 5.2 calculated from the due date of the initial payment.

## **ARTICLE VIII – TERM AND TERMINATION**

### **8.1 Term**

Subject to the other terms and conditions of this Agreement, the term of this Agreement (the "**Term**") shall be deemed to have commenced on the Effective Date and shall terminate on the earlier of (a) Cycle Day 21, for the month of March, 2020, and (b) such earlier date as may be mutually agreed between the Parties, unless terminated prior to such date in accordance with the terms hereof.

### **8.2 Renewal**

Subject to the other terms and conditions of this Agreement including Section 8.3, this Agreement shall be automatically renewed for successive periods of one year (each a "**Renewal Term**"), each Renewal Term commencing on Cycle Day 1, for the month of April of the then current year and terminating on Cycle Day 21, for the month of March of the next following calendar year, unless terminated prior to such date in accordance with the terms hereof.

### **8.3 Conditions of Renewal**

This Agreement shall not be renewed automatically pursuant to Section 8.2 if:

- (a) the Biller is not in good standing under the Financial Assurances, if any, to be provided by the Biller pursuant to this Agreement;
- (b) the Biller has not fully complied with its obligation to cause any Priority Lien Holder to execute and deliver to the Company the Required Postponement and Subordination Agreement within the time frame and otherwise as provided in Section 4.2.5;
- (c) the Biller is not otherwise in material compliance with all of its obligations, or the Biller is otherwise in material breach of any of its representations or warranties, set out in this Agreement or the Open Bill Manual; or
- (d) the Biller has not provided to the Company the Annual Forecast in accordance with this Agreement, where required to do so; provided that if the Biller has not so provided such Annual Forecast, where required, the Company shall notify the Biller and the Biller shall have seven (7) days following delivery of such notice to provide such Annual Forecast to the Company, and if the Biller does so, it shall be considered to have complied with such requirement.

#### 8.4 Company's Rights of Early Termination

Subject to the other provisions of this Article VIII and in addition to the Company's rights of termination set out elsewhere in this Agreement, the Company shall have the right to terminate this Agreement:

- (a) if the Biller has not complied with its obligations under this Agreement, or has not acted in a good faith manner in the performance of its obligations under this Agreement or the provision of the Customer Services (all as determined by the Company in its sole discretion), then, at the expiry of the Term, or the then current Renewal Term, upon not less than six (6) months prior written notice to the Biller to that effect;
- (b) at any time within one (1) year of the Company discovering the occurrence of an Event of Default of the Biller and upon written notice to the Biller that the Company is terminating this Agreement as a result of the occurrence of such Event of Default; or
- (c) at any time, upon thirty (30) days prior written notice or such other notice period required by an order of the OEB, upon the occurrence of a regulatory change established by a Governmental Authority which causes, results in, requires or necessitates such termination; in such circumstances the Company shall, where it has determined in its sole discretion that it is in its best interests to do so, make reasonable efforts to co-operate with the Biller to maximize the notice period for any such mandatory termination.

#### 8.5 Open Bill Program Matters

Subject to the other provisions of this Article VIII and in addition to the Company's rights of termination set out elsewhere in this Agreement, the Company shall have the right to terminate this Agreement at any time:

- (a) if the Company's open bill program is being combined or otherwise merged with any other open bill program, provided that the Company has provided the Biller:
  - (i) at least twelve (12) months prior notice of its intention to combine or otherwise merge the Company's open bill program with such other open bill program; and
  - (ii) the opportunity to enter into an amended and restated, or otherwise revised, form of agreement to obtain billing services under such merged open bill program on the same terms and conditions as other billers participating in such merged open bill program,

and in such event, the Company shall provide the Biller with at least three (3) months prior notice of the date upon which such merged open bill program and such amended and restated, or otherwise revised, form of agreement will become effective;

- (b) if the Biller has entered into any other open bill access billing and collection services agreement (or similar agreement) with the Company (including any division of the Company or under any business style of the Company) or any Affiliate of the Company, and there has occurred an 'Event of Default' (as defined in that other agreement) of the Biller pursuant to that other agreement, then upon written notice to the Biller to that effect; or
- (c) if the Billing Fee revenues received by the Company from the Biller together with all Other Billers in any rolling consecutive twelve (12) month period is less than twelve million dollars (\$12,000,000), then upon written notice to the Biller to that effect, given at any time within six (6) months of the end of the relevant twelve (12) month period.

#### 8.6 Biller's Rights of Early Termination

Subject to the other provisions of this Article VIII and in addition to the Biller's rights of termination set out elsewhere in this Agreement, the Biller shall have the right to terminate this Agreement:

- (a) at the expiry of the Term, or the then current Renewal Term, upon not less than six (6) months prior written notice to the Company, to that effect; or
- (b) at any time within one (1) year of the Biller discovering the occurrence of an Event of Default of the Company and upon written notice to the Company that the Biller is terminating this Agreement as a result of the occurrence of such Event of Default.

#### 8.7 Events of Default

In addition to any other events set out in this Agreement, the occurrence of any one or more of the following events shall constitute a default by the Biller or the Company, as applicable, under this Agreement and shall be considered an event of default (an "**Event of Default**") if such default is not remedied prior to the expiry of the relevant notice period (if any) or the relevant cure period (if any) applicable to such default as hereinafter set out, or upon the occurrence of the relevant event if there is no notice or cure period applicable:

- (a) if (A) a Party fails to perform or observe any of its obligations under this Agreement on its part to be observed or performed, and (B) such failure is capable of being cured using reasonable diligence, and (C) such failure or breach shall continue unremedied following notice thereof (giving particulars of the failure in reasonable detail) from the non-defaulting Party to the defaulting Party: (1) for a period of thirty (30) days; or (2) if such failure or breach is also an obligation of the Party under the *Consumer Protection Act*, and a shorter period is prescribed by the *Consumer Protection Act*, then such shorter period as is prescribed, or (3) such longer period as may be reasonably necessary to cure such failure, provided that the defaulting Party has demonstrated that:

- (i) it is proceeding with all due diligence to cure or cause to be cured such failure,
  - (ii) its proceedings can be reasonably expected to cure or cause to be cured such failure within a reasonable time frame acceptable to the non-defaulting Party, acting reasonably, and
  - (iii) it shall thereafter cure such failure with all due diligence and within the time frame acceptable to the non-defaulting Party, acting reasonably;
- (b) if the Biller fails to perform or observe its obligations, if any, set out in Section 2.6.1(f) [Financial Assurances];
- (c) if the Biller fails to cause any Priority Lien Holder to execute and deliver to the Company any Required Postponement and Subordination Agreement within the time frame and otherwise as provided in Section 4.2.5;
- (d) if (A) the Biller fails to perform or observe its obligations set out in any of Sections 2.6.1(j) [Biller contact information], 2.6.1(m) [assurance of Minimum Credit Ratings], or 4.10 [Company's Request for Documentation], and (B) such failure is capable of being cured using reasonable diligence, and (C) such failure or breach shall continue unremedied following notice thereof (giving particulars of the failure in reasonable detail) from the Company to the Biller for a period of ten (10) days; except where such failure is a direct result of a failure of the Company to fulfill any of the Company's obligations hereunder;
- (e) if the Biller fails to perform or observe its obligations set out in any of Sections 2.6.1(b) [Name Restrictions], 2.6.1(c) [Customer Service Agreement], 2.6.1(d) [Verification Calls], 2.6.1(g) [compliance with Applicable Laws], 2.6.1(h) [compliance with privacy obligations], 2.6.2 [Use of Third Party Servicers], 4.10 [Company's Request for Documentation] or 7.6 [Disputes between Customer and Biller] on two (2) or more occasions in any rolling consecutive thirty-six (36) month period, with respect to any of such obligations, and in respect of each of which failures the Company has provided a notice to the Biller, regardless of whether any of such failures have been remedied;
- (f) if (A) the Biller fails to perform or observe any of its obligations under this Agreement on its part to be observed and performed, and (B) such failure has or shall have, or could reasonably be expected to have, an adverse effect on the Company (including the public's perception of the Company) or the Company's ability to deliver the Billing Services (in each case, in the sole discretion of the Company);
- (g) if (A) the Number of Customer Billing Disputes in any rolling twelve (12) month period exceeds ten per cent (10%) of the Number of Customer Accounts in such rolling consecutive twelve (12) month period, or (B) the Dispute Resolution Rate is less than eighty-five per cent (85%);



- (h) if any representation or warranty made by the Biller hereunder or any information provided by the Biller pursuant to this Agreement shall prove to have been incorrect or misleading in any respect when made, or at any time during the Term;
- (i) if a compliance order is issued against or in respect of the Biller or the Biller is the subject of any other order made under the *Consumer Protection Act*;
- (j) if a Party files a petition in bankruptcy, makes an application or files a petition seeking any re-organization, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors or makes an assignment for the benefit of creditors, or if a receiver or receiver and manager, trustee or similar officer is appointed for the business or property of the Party or any part thereof, or if any involuntary petition, application or other proceeding under any bankruptcy or insolvency laws is instituted against the Party and is not stayed, otherwise enjoined or discharged within thirty (30) days;
- (k) if any execution, distress or other enforcement process, whether by court order or otherwise, which would have a material adverse effect on the financial viability of a Party becomes enforceable against any property of such Party;
- (l) if a Party commits any act of bankruptcy under the *Bankruptcy and Insolvency Act (Canada)* or is wound up; or
- (m) if a Party ceases 'carrying on business in the ordinary course'; and for this purpose, a Party shall be considered to be 'carrying on business in the ordinary course' if it continues to meet all of its obligations and comply with all of its representations, in all material respects, under this Agreement and each Customer Services Agreement,

provided that each of the above-noted Events of Default have been inserted for the benefit of the non-defaulting Party and may be waived by the non-defaulting Party in whole or in part at any time by notice to the defaulting Party. The non-defaulting Party may, in its sole discretion, extend the period for the remediation of any such Event of Default (if any).

## **8.8 Effect of Expiration or Termination**

**8.8.1** Mutual Obligations - Notwithstanding the expiration or termination of this Agreement, for any reason, each Party shall:

- (a) continue to be liable to pay, on the terms herein specified, any amount accrued or accruing and payable by such Party to the other up to the time of termination; and
- (b) in good faith use commercially reasonable efforts to assist the other Party to provide for the transition of the Billing Services from the Company to a Person designated by the Biller.

8.8.2 Rights of Company – Upon the expiration or termination of this Agreement, for any reason, and notwithstanding, and without in any way limiting, any provision of this Agreement in furtherance hereof or to the contrary, for the period commencing on the earlier of:

- (i) the expiration date of this Agreement, and
- (ii) the date on which either Party gives notice to the other in accordance with the terms of this Agreement that it intends to terminate this Agreement pursuant to the terms hereof,

and continuing until the later of:

- (iii) six (6) Billing Periods following the end of the Termination Transition (if applicable), and
- (iv) one hundred and eighty (180) days following the last date on which any Billing Services are provided to the Biller (including any Billing Services provided during the Termination Transition, if any),

(the "**Run-Off Period**") the Company shall be entitled:

- (a) to exercise all of its rights, and the Biller shall continue to comply with all of its obligations, under Sections 4.10 and 7.6;
- (b) to the benefit of the Company's rights under Section 7.3.1;
- (c) to require that the Biller post and maintain (in addition to any other Financial Assurances already provided to the Company hereunder) an irrevocable Letter of Credit or cash equivalent in an amount established by the Company pursuant to Part 3 of Appendix "D" (the "**Run-Off Financial Assurances**"); and for certainty, such requirement may apply, in the Company's sole discretion, notwithstanding that the Biller may not have otherwise been required to provide any Financial Assurances pursuant to the provisions of Appendix "D" prior to the commencement of the Run-Off Period;
- (d) to liquidate or exercise all or any part of the Financial Assurances then held by or for the benefit of the Company (including the Run-Off Financial Assurances) free from any claim of set-off or otherwise or right of any nature whatsoever of the Biller in respect of any Customer Billing Dispute (including costs related to investigation, settlement and refund of Customer Billing Disputes) which arises during the Run-Off Period and which is not resolved to the satisfaction of the Company in its sole discretion; and
- (e) without demand for payment, and without any other formality, all of which are hereby waived by the Biller, at any time and from time to time, to set off, appropriate and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) or security, including any cash or

other amounts at any time held by the Company, and any and all amounts to be remitted by the Company to the Biller, together with any other obligations (in whatever currency) at any time owing by the Company to or for the credit or the account of the Biller under this Agreement, against any and all of the obligations of the Biller to the Company now or hereafter existing under this Agreement, irrespective of whether or not the Company has made any demand under this Agreement and although such obligations of the Biller may be contingent or unmatured; and in this regard, each of the Parties hereto hereby waives, to the extent lawful, any "reasonable period" which may be imposed by a court prior to the exercise of such set-off, appropriation and application; and for certainty, the rights of the Company under this Subsection 8.8.2(e) are in addition to other rights and remedies (including other rights of setoff, consolidation of accounts and liens) that the Company may have; and the Company agrees to promptly notify the Biller at the time of or forthwith following any such setoff and application, but the failure to give such notice shall not affect the validity of such setoff and application.

For certainty, the provisions of this Section 8.8.2 shall survive the expiration or termination of this Agreement for the duration of the Run-Off Period.

#### **8.9 Additional Rights of Company on Event of Default**

Upon the occurrence of an Event of Default of the Biller, in addition to any other rights it may have hereunder, the Company shall have the right, following written notice to the Biller of the Company's determination in this regard, to take any one or more of the following actions, as it may in its sole discretion determine necessary or appropriate:

- (a) suspension of the Billing Services, in whole or in part;
- (b) refusing to accept any new Customers for which Billing Services have been requested; or
- (c) making corrections or reversals to charges on Service Bills to correct Billing errors, including duplicate or erroneous charges.

#### **8.10 Transition Plan**

##### **8.10.1 Termination Transition**

- (a) Subject to Subsection 8.10.1(d), in connection with the expiration or termination of this Agreement for any reason or cause other than in accordance with Subsection 8.10.3, in accordance with this Article VIII the Company will, upon receipt of reasonable advance notice in respect thereof (the "**Transition Notice Period**"), co-operate with the Biller to effect the orderly transition and migration from the Company to the Biller (or a third-party service provider undertaking, on behalf of the Biller, to provide the Billing Services (the "**Third Party Provider**")) of all Billing Services then being performed by the Company (the "**Termination Transition**") provided that (i) all amounts owed by the Biller

to the Company under this Agreement have been paid, except for those amounts which are subject to a dispute under Section 7.7, and that (ii) the Company is paid for any additional services as provided in this Subsection 8.10.1. The Termination Transition will be provided for a reasonable period of time as agreed by the Parties and in any event until the period ending ninety (90) days after the Final Billing Date (the "**Transition Period**"). The Biller will cooperate in good faith with the Company in connection with the Company's obligations under this Section 8.10 and will perform its obligations under the Transition Plan (as such term is defined below) and as set out in this Agreement.

- (b) In furtherance of the parties obligations in Subsection 8.10.1(a), the Company and the Biller will work together to develop a transition plan (the "**Transition Plan**") setting forth the respective tasks to be accomplished by each Party in connection with the Termination Transition and a schedule pursuant to which such tasks are to be completed, and the Billing Services to be provided by the Company, including the fees and expenses to be charged by the Company therefor in addition to those payable under this Agreement for Billing Services that continue to be provided or that are otherwise outstanding. In the event the Company and the Biller are unable to agree upon a transition plan during the Transition Notice Period, the Standard Transition Plan will be implemented and the Company will at the time of such implementation notify the Biller as to the fees and expenses to be charged by the Company therefor in addition to those payable under this Agreement for Billing Services that continue to be provided or that are otherwise outstanding.
- (c) The Company will assist the Biller at the Biller's expense in the provision of the Biller's data in such formats as the Biller may reasonably require in order to facilitate the transition of such data to another system.
- (d) Notwithstanding Subsection 8.10.1(a), if the Company terminates the Agreement as a result of the occurrence of any Event of Default set out in Subsection 8.7(b) or 8.7(c), then the Company shall only be obligated to provide transition assistance to the Biller for the period from (A) the date on which the Company provides the Biller notice that services under this Agreement will be terminated, until (B) the Final Billing Date, as provided in the Standard Transition Plan.

#### 8.10.2 Transition Assurances

- (a) Prior to the Company providing any termination assistance to a Third Party Provider, as contemplated in Subsection 8.10.1(a), the Biller will cause the Third Party Provider to provide the Company with written assurances, in form and substance satisfactory to the Company acting reasonably, that the Third Party Provider (i) will maintain the confidentiality of any Company proprietary information incidentally or otherwise disclosed or provided to, or learned by, the Third Party Provider in connection with the Termination Transition and (ii) will use such information exclusively for the provision of applicable services for the Biller during the Termination Transition or, where such Third Party Provider

is not a competitor of the Company, such longer period of time agreed to by the Company acting reasonably. The Company will provide the Biller with the form of confidentiality agreement which it would find acceptable in order to facilitate the Termination Transition.

- (b) For so long as this Agreement remains in effect and during the Termination Transition but subject to the last sentence of this Subsection 8.10.2(b), the Biller will pay to the Company the charges set forth in this Agreement and in the Transition Plan. If the Termination Transition provided by the Company under this Section 8.10 or the Transition Plan requires personnel or other resources in excess of those resources being provided by the Company under this Agreement at the effective date of expiration or termination, the Biller will pay the Company for such additional personnel and resources at the Company's then current commercial billing rates on such periodic basis as required by the Company.

#### 8.10.3 Program Termination Transition

- (a) If the Company determines to terminate the 'Open Bill Program' for all billers who obtain Billing Services pursuant to an agreement in the form of, or substantially in the form of, this Agreement (collectively, the "**Program Billers**"), then the Company shall co-operate with the Biller to effect the orderly transition and migration from the Company to the Biller (or a third-party service provider undertaking, on behalf of the Biller, to provide the Billing Services) of all Billing Services then being performed by the Company pursuant to the program transition plan established by the Company pursuant to this Subsection 8.10.3.
- (b) Upon the Company determining to terminate the 'Open Bill Program' and following the Company providing notification to the Biller and all other Program Billers of such determination, the Company shall make reasonable efforts to consult with the Biller and all other Program Billers to establish a program transition plan which is generally acceptable to all Program Billers; provided that if the Company is not able to establish such a plan within sixty (60) days of such notification, then, subject only to paragraph (d) of this Subsection 8.10.3, the Company shall be entitled to establish such a program transition plan, as it may determine, in its sole discretion, most completely meets the requirements and requests of the Company and the Program Billers.
- (c) Upon the Company establishing the program transition plan, it shall notify the Biller and all other Program Billers thereof.
- (d) Notwithstanding to paragraph (b) of this Subsection 8.10.3, the transition services provided by the Company pursuant to the program transition plan (the "**Transition Services**") will be provided (A) in the same manner, *mutatis mutandis*, to all Program Billers and (B) to the Biller for the longer of (i) twelve (12) months following delivery of notification of the program transition plan pursuant to paragraph (c) of this Subsection 8.10.3, and (ii) the longest period of

time for which the Company provides such Transition Services to any of the Program Billers.

- (e) The Biller will co-operate in good faith with the Company in connection with the Company's obligations under this Subsection 8.10.3 and will perform its obligations in connection with any such Transition Services. The Company's obligation to provide Transition Services shall be subject to the Biller's continued compliance with the relevant terms and conditions of this Agreement.

## **ARTICLE IX – FINANCIAL ASSURANCES AND INSURANCE**

### **9.1 Requirement for Financial Assurances**

Contemporaneously with the execution of this Agreement and at any time during the Term, the Transition Period and the Run-Off Period, the Company may, upon notice to the Biller, require the Biller to provide the Company, and the Biller shall provide if the Company so requests, financial assurances in respect of the Biller's obligations hereunder in the amount and of the type required by the Company (the "**Financial Assurances**"), all in accordance with the terms set out in Appendix "D". Initially, the Financial Assurances required by the Company to be provided by the Biller shall be those set out in Appendix "D".

### **9.2 Nature of Financial Assurances**

Any request for such Financial Assurances shall be based upon the creditworthiness of the Biller (or such other criteria as may be set out in this Agreement or the Open Bill Manual), and shall be consistent with the Company's then current 'Financial Assurances Policy for Open Bill Services', and which Policy shall be a part of the Open Bill Manual. Such Financial Assurances may consist of an irrevocable letter of credit in a form and from an issuer acceptable to the Company and/or such other security as the Company may specify. Such Financial Assurances may relate to the Biller's obligations hereunder or to the Biller's requests of the Company for an extension of the Term or for other revisions to the terms hereof.

### **9.3 Realization Upon Financial Assurances**

The Company shall be entitled to realize upon any Financial Assurances in the manner and to the extent provided for and set out in this Agreement, including Appendix "D", and such Financial Assurances.

### **9.4 Insurance**

- 9.4.1 Biller Insurance – The Biller shall, at its own expense, maintain and keep in full force and effect during the Term commercial general liability insurance having a minimum inclusive coverage limit, including personal injury and property damage, of at least two million dollars (\$2,000,000). Subject to the terms of the following sentence, the Company shall be added as an additional insured in the Biller's insurance policy, which should be extended to cover contractual liability, products/completed operations liability, owner's/contractor's protective liability and must also contain a cross-liability

clause. The Biller shall, forthwith after entering into this Agreement, and from time to time thereafter at the request of the Company (but no more often than twice per year), furnish to the Company a memorandum of insurance or an insurance certificate setting out the terms and conditions of each policy of insurance (all such policies of insurance being hereinafter described as the "**Biller Insurance Policies**") maintained by the Biller in order to satisfy the requirements of this Section 9.4.1. The Biller shall arrange the Biller Insurance Policies with insurers acceptable to the Company, acting reasonably. The Biller shall not cancel, terminate or materially alter the terms of any of the Biller Insurance Policies without giving prior notice in writing to, and obtaining the consent of, the Company. The Biller shall cause or arrange for each of the insurers under the Biller Insurance Policies to oblige itself contractually in writing to the Company to provide thirty (30) days prior notice in writing before cancelling or terminating the Biller Insurance Policies under which it is an insurer.

- 9.4.2 Company Insurance – The Company shall, at its own expense, maintain and keep in full force and effect during the Term commercial general liability insurance having a minimum inclusive coverage limit, including personal injury and property damage, of at least two million dollars (\$2,000,000). Subject to the terms of the following sentence, the Biller shall be added as an additional insured in the Company's insurance policy, which should be extended to cover contractual liability, products/completed operations liability, owner's/contractor's protective liability and must also contain a cross-liability clause. The Company shall from time to time at the request of the Biller (but no more often than twice per year), furnish to the Biller a memorandum of insurance or an insurance certificate setting out the terms and conditions of each policy of insurance (all such policies of insurance being hereinafter described as the "**Company Insurance Policies**") maintained by the Company in order to satisfy the requirements of this Section 9.4.2. The Company shall not cancel, terminate or materially alter the terms of any of the Company Insurance Policies without giving prior notice in writing to, and obtaining the consent of, the Biller. The Company shall cause or arrange for each of the insurers under the Company Insurance Policies to oblige itself contractually in writing to the Biller to provide thirty (30) days prior notice in writing before cancelling or terminating the Company Insurance Policies under which it is an insurer.

## **ARTICLE X – CONFIDENTIALITY**

### **10.1 Purpose, Title and Use**

- 10.1.1 Purpose - Each Party may disclose to the other Confidential Information for the sole purpose of the Biller being provided with the Billing Services by the Company (collectively the "**Purpose**").
- 10.1.2 Title - Each Party agrees that all right, title and interest in the Confidential Information disclosed by the Owning Party, including all discoveries, concepts and ideas derived from the Confidential Information, as between the Parties, are the exclusive property of the Owning Party.

- 10.1.3 Use - The disclosure of Confidential Information by the Owing Party is in strictest confidence and thus the Receiving Party agrees:
- (a) to use the Confidential Information only for the Purpose and shall not disclose the Confidential Information to any third party other than the employees, officers, directors, contractors or consultants (subject to the obligations of this Section 10.1.3(a)) of the Receiving Party or its Affiliates (collectively referred to as the "**Representatives**") who have a need to know the Confidential Information in order to accomplish the Purpose or with the prior written consent of the Owing Party;
  - (b) to advise each Representative, before he or she receives access to the Confidential Information, of the obligations of the Receiving Party under this Agreement;
  - (c) with respect to contractors or consultants, to obtain in advance of any disclosure of Confidential Information the prior written agreement of the Owing Party, as well as the written agreement from such contractor or consultant to comply with the terms and conditions set forth in this Agreement; and provided that this provision shall not apply in respect of a Party's legal advisors or auditors;
  - (d) to be responsible for the breach of any provision of this Agreement by any Representatives;
  - (e) to use at least the same degree of care to maintain the Confidential Information as confidential as the Receiving Party uses in maintaining its own confidential information, but always at least a reasonable degree of care;
  - (f) subject to the Parties' potential obligations under Section 10.2, within fifteen (15) days following the request of the Owing Party, to return to the Owing Party all materials to the extent containing any portion of the Confidential Information or confirm to the Owing Party, in writing, the destruction of such materials, except where such Confidential Information is stored electronically or otherwise in a manner which would render the return or destruction of such Confidential Information not reasonably possible, provided it shall remain subject to the confidentiality obligations hereof; and
  - (g) that the Confidential Information provided by the Owing Party shall not be copied, reproduced or summarized in any form, or stored in a retrieval system or database, by the Receiving Party or its Representatives without the prior written consent of the Owing Party, except for such copies, reproductions, summaries and storage as are strictly required for the Purpose and for evaluating the matters under discussion, it being agreed, however, that such copies, reproductions, summaries and storage shall be accorded the same confidential treatment as the originals thereof.



**10.2 No Disclosure to Other Persons**

10.2.1 The Parties acknowledge and agree that each of the Parties shall have the right to retain necessary Confidential Information which it may determine acting reasonably (the "**Retained Confidential Information**") is required for use by such Party in connection with any submission made to or proceeding made before the OEB whether through written or oral hearing or technical conference (collectively referred herein as the "**Regulatory Proceedings**"). Each of the Parties further agree that it shall not disclose all or any portion of the Retained Confidential Information in connection with Regulatory Proceedings, whether in order to respond to interrogatories or cross-examination of the Parties' witnesses or otherwise, without first seeking the consent of the Owing Party. If such consent is not provided, the Receiving Party shall seek confidential treatment for the Retained Confidential Information pursuant to the OEB's Practice Direction on Confidential Filings. The Receiving Party shall use all reasonable commercial efforts to promptly notify the Owing Party, prior to disclosing any Confidential Information, including the Retained Confidential Information, pursuant to this Section 10.2.1.

10.2.2 Except as provided in Section 10.2.1, in the event a Receiving Party becomes legally compelled, after having exhausted all reasonable commercial efforts as provided in Section 10.2.1 (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process by court order of a court of competent jurisdiction, or in order to comply with applicable requirements of any stock exchange, government department or agency or other regulatory authority, or by requirements of any Applicable Laws) to disclose any Confidential Information, the Receiving Party will (i) promptly notify the Owing Party of the obligation to make such disclosure and (ii) assert the confidentiality of such Confidential Information, in order to permit the Owing Party to seek an appropriate protective order or other protective remedy. The Receiving Party shall not oppose any action by the Owing Party to obtain an appropriate protective order or other remedy. In the event that either such protective order or other remedy is not obtained by Owing Party or Owing Party waives compliance with the provisions of this Agreement, the Receiving Party will disclose only that portion of the Confidential Information which the Receiving Party is legally obliged (based on advice of legal counsel) to disclose to the appropriate authorities.

10.2.3 For the purpose of Sections 10.2.1 and 10.2.2, a Party who is at the relevant time a member of a trade, professional, or business organization (an "**Association**") that participates in Regulatory Proceedings as representative of or on behalf of such Party may disclose Retained Confidential Information to that Association for the purposes of participating in Regulatory Proceedings as long as that Association becomes bound by the same obligations of confidentiality as such Party has pursuant to this Agreement with respect to that Retained Confidential Information.

**10.3 Remedies**

10.3.1 Each Party acknowledges and agrees that the Owing Party will suffer irreparable harm if the Receiving Party fails to comply with any of the obligations under this Article X and that monetary damages will be inadequate to compensate the Owing Party for any breach or attempted breach. Accordingly, in addition to any other remedies available to

the Owning Party at law or in equity, or under the terms of this Agreement, each Party, as a Receiving Party, agrees that the Owning Party shall be entitled, as a matter of right, and the Receiving Party shall not oppose the Owning Party's right, to seek equitable relief including an interim injunction, specific performance or other similar relief against the Receiving Party. No waiver of any violation shall be deemed or construed to constitute a waiver of any other violation or other breach of any of the terms, provisions, and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies provided on an Event of Default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

10.3.2 Further, the Receiving Party shall indemnify and hold the Owning Party harmless against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered, sustained, paid or incurred by the Owning Party as a result of any breach of this Article X by the Receiving Party or any other Person receiving Confidential Information under this Agreement.

#### 10.4 Confidentiality Of Agreement

Except to the extent necessary to perform its obligations hereunder or to comply with any Applicable Laws, no Party shall, without the prior written consent of the other Party, disclose to any third party the terms or conditions of this Agreement; and provided that this provision shall not apply in respect of a Party's legal advisors or auditors.

### **ARTICLE XI – GENERAL CONTRACT PROVISIONS**

#### 11.1 Notice

All notices, directions, documents of any nature required or permitted to be given by one Party to the other pursuant to this Agreement (in each case, a "**Notice**") shall be in writing and shall be delivered personally or by courier or sent by e-mail as follows:

(a) in the case of the Company, to it at:

Enbridge Gas Distribution Inc.  
500 Consumers Road  
Toronto, Ontario M2J 1P8  
Email: EGDOpenBillAdmin@enbridge.com  
Attention: Manager, Billing Relationships

With a copy to:

Enbridge Gas Distribution Inc.  
500 Consumers Road  
Toronto, Ontario M2J 1P8  
Email: EGDILaw Contracts@enbridge.com  
Attention: VP Gas Distribution Law

(b) in the case of the Biller, to it at:

EcoHome Financial Inc.  
325 Milner Avenue, Suite 300  
Toronto, ON M1B 5N1  
Email: pleonard@dealnetcapital.com  
Attention: Paul Leonard, CFO

With a copy to:

EcoHome Financial Inc.  
325 Milner Avenue, Suite 300  
Toronto, ON M1B 5N1  
Email: BHoulden@dealnetcapital.com  
Attention: Brent Houlden, CEO

or at such other address of which the addressee may from time to time have notified the addressor pursuant to this Section 11.1. A Notice shall be deemed to have been received on the day it is delivered if delivered personally or by courier. A Notice sent by e-mail shall be deemed to have been received on the day it is sent, provided no incomplete or bounce-back error transmission is received by the sending Party. If such day is not a Business Day or if the Notice is received after 5:00 p.m. (at the place of receipt), the Notice shall be deemed to have been received on the next Business Day.

#### **11.2 Further Assurances**

The Parties shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each Party will at any time and from time to time execute and deliver or cause to be executed and delivered such further instruments and take such further actions as may be reasonably requested by the other Party in order to cure any defect in the execution and/or delivery of this Agreement.

#### **11.3 Waiver**

No waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence or forbearance by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all covenants in this Agreement. For certainty, and without in any way limiting the foregoing, no default by a Party in fulfilling any of its obligations will be waived or deemed to have been waived by any examination, inspection or review by the other Party. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

#### **11.4 Amendments**

Unless indicated otherwise in this Agreement, no additions, deletions, extensions or modifications of this Agreement shall be binding on either Party unless made in writing and signed by both Parties.

**11.5 Force Majeure**

If the Company's performance of any of its obligations under this Agreement is prevented, hindered or delayed by reason of fire, flood, earthquake, explosion or other casualty or accident or act of God, war or other violence, or any laws or regulations, order, proclamation, regulation, ordinance, demand or requirement of any Governmental Authority or other similar event outside the Company's reasonable control (including labour unrest with respect to the labour force of the Company or a third party) (in each case, a "**Force Majeure Event**"), then the Company will be excused for such non-performance, hindrance or delay, as applicable, of those obligations for as long as such Force Majeure Event continues.

**11.6 Relationship between the Parties**

Except as expressly and specifically provided for in this Agreement, neither the Company nor the Biller will be deemed by virtue of this Agreement an agent of the other. Any and all joint venture or partnership status between the Parties is hereby expressly denied, and the Parties acknowledge that they have not formed either expressly or impliedly, a joint venture or partnership.

**11.7 Successors and Assignment**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, but neither Party shall transfer or assign this Agreement, or any of the rights, entitlements, duties, or obligations under this Agreement, to any Person without the prior written consent of the other Party, acting reasonably. Notwithstanding the foregoing, upon written notice by the Company to the Biller, the Company may assign this Agreement or all of its rights, entitlement, duties and obligations under this Agreement to any Affiliate or successor in either case approved by the OEB.

**11.8 Counterparts**

This Agreement, and any amendment, supplement or schedule to this Agreement, may be executed in any number of counterparts, and may be executed using electronic signatures. The executed signature page(s) from each counterpart may be joined together and attached to an original and together shall constitute one and the same instrument. Exchange of counterparts of a document of this Agreement may be provided by e-mail delivery or other electronic means.

**11.9 Substitution of Agreement**

The Prior Agreement is hereby amended and restated effective as of the Effective Date, and thereafter replaced by this Agreement. As of and from the Effective Date, all references to the Prior Agreement in any other agreement, document or instrument shall be to the Prior Agreement as amended and restated by this Agreement. For certainty, the execution and delivery of this Agreement shall not affect any action taken, payment made under or pursuant to, or reliance on the Prior Agreement. Any conduct of either Party prior to the Effective Date and discovered by the other Party either prior to or after to the Effective Date of shall be governed by the terms of the Prior Agreement.

**11.10 Time of the Essence**

Time is of the essence of this Agreement and of every provision of this Agreement. Extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

*[Remainder of page intentionally left blank – next page is signing page.]*

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

**ENBRIDGE GAS DISTRIBUTION INC.**

By: \_\_\_\_\_  
Name: Dave Charleson  
Title: Vice President, Energy Supply & Customer Care

**ECOHOME FINANCIAL INC.**

By: *brent houlden*  
brent houlden (Dec 13, 2018)  
Name: brent houlden  
Title: CEO  
I have the authority to bind the Corporation.

**APPENDIX "A"**

**BILLING SERVICES**

The Company is providing billing services, the scope of which is described below. The Billing Services will produce either a shared monthly bill that includes Distribution Charges or a standalone monthly bill which does not include Distribution Charges for each Customer identified by the Biller in the manner contemplated herein. ALL BILLING SERVICES ARE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN BILL MANUAL. THE BILLER ACKNOWLEDGES RECEIPT OF A COPY OF THE OPEN BILL MANUAL AS OF THE DATE OF THIS AGREEMENT.

| <b>Service Function Provided</b>              | <b>Description of Service</b>  |
|---|--|
| <p><b>Account Set Up &amp; Management</b></p> | <p>Biller will initiate and Company will receive and process requests for the establishment of a customer account (as either shared or standalone) through the use of transaction interface files communicated by Biller to Company, for customer accounts within Company's franchise territory.</p> <p>If, in any twelve (12) month period, the effort to set up Customer accounts (for Customers receiving a standalone Service Bill that does not include Distribution Charges) exceeds one hundred (100) hours, then Biller will be charged by Company for such incremental effort at a rate that is the lesser of: (i) the actual cost to set up such accounts based on an hourly rate of \$60.00 (sixty dollars) per hour; and (ii) a flat charge of \$20.00 (twenty dollars) per Customer account set up.</p> <p>Company will process updates to the customer record (i.e. names, phone numbers, etc.).</p> <p>Company will support rate ready transactions, financing and rental contracts in Company's CIS system in a rate ready format.</p> <p>Company will support all bill ready transactions in Company's CIS system received from Biller.</p> |
| <p><b>Call Centre</b></p>                     | <p>Company will provide "core" Customer billing inquiries (e.g. amount billed, when billed, etc.).</p> <p>For product/service specific information, Customer will be directed to the Biller for response.</p> <p>Company will handle "core" Customer billing inquiries redirected by Biller to Company.</p> <p>Company will direct customers to call Biller when detailed product information is required by Customer.</p> <p>Company will respond to any written or email inquiries that are "core" Customer billing inquiries (e.g. amount billed, when billed, etc.).</p> <p>Any product/service specific inquiries will be directed to Biller for</p>  |

| Service Function Provided | Description of Service   |
|---------------------------|--|
|                           | response.  |
| <b>Billing Hotline</b>    | <p>Company will provide Biller with dedicated support for billing inquiries. This service is for use by Biller personnel only and will provide consultation on Customer billing information, account status and account details held within Company's CIS system.</p> <p>Hours of the "hotline" operation will match Company's current billing inquiries hours (8AM - 6PM – during Business Days).</p>   |
| <b>Billing</b>            | <p>All transactions must be in the format specified in the Open Bill Manual.</p> <p>All transactions must pass a Company edit in order to be input on a Service Bill.</p> <p>Rejected transactions will be sent back to Biller via an electronic file.</p> <p>All transactions to be presented on the Service Bill will be comprised of charges related only to Customer Services.</p> <p>All Company billing exceptions (i.e. unpostables, no bills, etc.) will be reviewed and resolved.</p> <p>Company will process all adjustment transactions from Biller that are communicated to Company in the form of a transaction interface file that complies with the requirements of the Open Bill Manual and passes the Company's edit requirements.</p> <p>Company will process billing adjustments as a result of a CIS processing or Company error and issue an incremental Service Bill to Customer to correct such billing error, if required.</p> <p>Company will provide Biller with backbilling services, for items such as rate ready rental equipment, for the period the gas meter is turned off due to non payment, when the account is resumed in the same name.</p> <p>Company will randomly review Service Bills on a daily basis to ensure billing accuracy for Biller's rate ready charges.</p> <p>Company will process move transactions initiated by Customer via telephone or written correspondence.</p> <p>All rate ready transactions will be calculated based on rates and charges provided by Biller. The rate change process will be provided in accordance with the Open Bill Manual.</p> <p>If Customer disputes Biller's charge, Company will transfer the dispute to Biller for investigation and resolution, and otherwise handle such dispute in accordance with Section 7.6.</p> <p>Biller shall be entitled to have aggregated statements (i.e. information relating to multiple account to be presented on one or more Service</p> |



| Service Function Provided       | Description of Service   |
|---------------------------------|--|
|                                 | Bill(s)) rendered and issued each month.   |
| <b>Bill Presentment</b>         | <p>Biller charges/credits will be displayed on the Biller's portion of the "Charges from Other Companies" section of the Service Bill.</p> <p>Line items to be presented on the Service Bill will be limited to the Customer Services. Company will print Biller specific logos, based on Company's pre-determined printing requirements.</p> <p>Up to six items per Biller may be presented on each Service Bill per month. Bills that exceed the six item limit will be subject to an additional charge.</p> <p>Company will provide Biller with space for a monthly four line bill message, incremental to the product description line, which will be located on the right side of the Service Bill opposite Biller's charges.</p> |
| <b>Bill Print &amp; Mailing</b> | <p>Company will support all aspects of bill print, including a daily audit of print quality, and will provide corrections if necessary.</p> <p>Company's bill mailing will be compliant with Canada Post standards.</p> <p>Returned mail will be reviewed and information updated, when available.</p>   |
| <b>Rental Equipment</b>         | Where rate ready rental equipment is attached to Customer's premises within the CIS system, Company will transfer the rental to the new Customer when a Customer move occurs, and inform Biller.   |
| <b>Finance</b>                  | Company will purchase the Receivables Entitlements from Biller on the applicable Payment Date.   |
| <b>Settlement</b>               | Company will pay the Payment Amount to Biller in accordance with the Agreement.  |

## APPENDIX "B"

### CHARGES

For purposes of the Agreement:

"**Billing Fee**" is, as of January 1, 2018, one dollar and one and five-tenth cents (\$1.015) for each Service Bill delivered pursuant to the Agreement which includes Distribution Charges, and two dollars and thirty-two and six-tenths cents (\$2.326) for each Service Bill delivered pursuant to the Agreement which does not include Distribution Charges, in each case, as adjusted by the Billing Fee Adjustment, from time to time;

"**Billing Fee Adjustment**" means, an increase to the Billing Fee, to be applied at the Company's sole discretion effective as of January 1 in each calendar year upon delivery of notice to the Biller, in an amount not to exceed an amount equal to the annual change in The Canadian Consumer Price Index, All Items, as published by Statistics Canada to a maximum amount equal to two and one-half percent (2.5%) of the aggregate Billing Fees paid or payable, in each case, for the preceding calendar year, as measured in November of such preceding calendar year, provided that such Billing Fee adjustment is applicable to all third parties under contract with the Company for the provision of services similar to the Billing Services;

"**Corrective Costs**" means the reasonable, incremental third-party costs incurred by the Company, acting reasonably, to investigate, correct or otherwise address breaches or possible breaches by the Biller of any of its covenants, obligations, representations or warranties in Section 2.6 or Section 7.1; and such costs may include the cost of outside legal advice, auditors, consultants and investigators engaged by the Company to investigate or follow-up on such breaches; for certainty, such third-party costs shall not be considered 'incremental' if they are in regard to the regular and recurring services provided by the Company or by the relevant third-party to the Company in connection with the Open Bill Program;

"**Pre-Payment Amount**" means the Billing Fee pre-payment in the amount of either: (i) \$2,500 (or the balance thereof remaining from the Pre-Payment Amount, if any, paid under the Prior Agreement), or (ii) if the Biller was a party to any open bill access billing and collection services agreement entered into prior to January 1, 2013, nil. The Pre-Payment Amount is an amount to be paid by the Biller to the Company prior to the initial provision of services by the Company to the Biller under this Agreement in recognition of costs to be incurred by the Company with respect to putting in place the Billing Services. The Company shall set-off the Billing Fee, as invoiced to the Biller from time to time against the Pre-Payment Amount until the Pre-Payment Amount has been reduced to zero. If this Agreement is terminated prior to end of its Term and there remains any unapplied Pre-Payment Amount, then fifty per cent (50%) of such amount may be retained by the Company; and

"**Biller Percentage**" is, as of January 1, 2018, (ninety-nine and fifty-one hundredths per cent (99.51%)), as such percentage may be adjusted at the Company's sole discretion based on the Company's actual bad debt incurred in the prior calendar year, effective as of January 1 in each calendar year (written notification of which will be provided by January 31 of the calendar year in which it is applicable); provided that such change is applicable to all third parties under contract with the Company for the provision of services similar to the Billing Services; and

provided that in no event shall the Biller Percentage be less than 100% minus the sum of: (A) the Company's actual bad debt, expressed as a percentage of the Company's total accounts receivable in the prior calendar year; plus (B) 0.03%.

**APPENDIX "C"****SERVICE LEVELS**

| <i>1 - Bill Delivery for Service Bills</i> |  |
|--|--|
| <b>Objective</b>                           | To deliver Service Bills in a timely manner to the Biller's customers.   |
| <b>Definition</b>                          | <p>Service Bills are to be delivered to Canada Post (at the point of entry into the Canada Post system and at the time of day required by Canada Post as defined by Canada Post) on the same day as printed.</p> <p>Service Bills conveyed electronically ("e-bills") are to be posted to the Company's e-bill service provider's website on the same day they are generated.</p>  |
| <b>Data Capture</b>                        | The Company will track and report the timely delivery to Canada Post of each cycle (or part thereof) of all bills printed by the Company that include Distribution Charges together with printed Service Bills that do not contain Distribution Charges (collectively the "Total Printed Bills") to Canada Post and the timely posting of e-bills to the Company's e-bill service provider's website each day.   |
| <b>Measurement Interval</b>                | Bill delivery statistics (volumes and date/time of day) for Total Printed Bills will be monitored and maintained for all billing cycles daily and aggregated on a monthly basis and assessed annually.   |
| <b>Method of Calculation</b>               | <p>Delivery Same Day as Printed:</p> <p>For each billing day, (the aggregate number of Total Printed Bills that are delivered to Canada Post same day as printed + the total number of e-bills that are posted to the Company's e-bill service provider's website for same day delivery), divided by (the aggregate number of Total Printed Bills due to be delivered to Canada Post for each billing cycle + the total number of e-bills due to be posted to the Company's e-bill service provider's website), times 100.</p> <p>Delivery Next Business Day:</p> <p>For each billing day, (the aggregate number of Total Printed Bills that are delivered to Canada Post same day as printed + the total number of e-bills that are posted to the Company's e-bill service provider's website for same day delivery + the aggregate number of Total Printed Bills that are delivered to Canada Post by next Business Day + the total number of e-bills posted to the Company's e-bill service provider's website by next Business Day) divided by (the aggregate number of Total Printed Bills due to be delivered to Canada Post for each billing cycle + the total number of e-bills due to be posted to the Company's e-bill service provider's website), times 100.</p> |
| <b>Reporting Period</b>                    | Monthly and annual reporting   |
| <b>Service Level</b>                       | <p>95% of Total Printed Bills delivered to Canada Post and 95% of e-bills posted to the Company's e-bill service provider's website for same day as printed and delivery, with 100% being delivered by next Business Day.</p> <p>This must occur 98% of the time for the total annual number of billing cycle days.</p>  |

| <i>2 - Bill Messages for Service Bills</i> |  |
|--|--|
| <b>Objective</b>                           | To make certain that there are no incorrect bill messages included on the Service Bills.   |
| <b>Definition</b>                          | An <i>incorrect bill message</i> is any bill message printed on the Service Bill that was delivered to the Customer and not scheduled to appear on the Service Bill or a bill message that was scheduled to appear on the Service Bill that was not printed on the Service Bill. |
| <b>Data Capture</b>                        | The Company will track the number of infractions that occur on the Service Bills by physically reviewing a representative sampling of completed mailings and posted e-bills each billing cycle day.  |
| <b>Measurement Interval</b>                | Reviewed daily and measured monthly at the end of each Billing Period.   |
| <b>Method of Calculation</b>               | The total number of mailing envelope message infractions divided by the total number of mailing envelopes mailed, times 100%   |
| <b>Reporting Period</b>                    | Monthly  |
| <b>Service Level</b>                       | Zero infractions 98% of the time.  |

| <i>3 – Billing Exceptions Processing</i> |  |
|--|--|
| <b>Objective</b>                         | To make certain that all billing exceptions are completed in a timely manner.  |
| <b>Definition</b>                        | A billing exception is a condition that causes the Service Bill to not be issued for delivery to the Customer as per the Company's meter reading and billing schedule.   |
| <b>Data Capture</b>                      | The Company will track and report all billing exceptions.  |
| <b>Measurement Interval</b>              | All billing exceptions will be identified and measured to determine if they have been resolved on or before the Customer's next regularly scheduled billing cycle day.   |
| <b>Method of Calculation</b>             | The total number of billing exceptions that are completed on or before the Customer's next regularly scheduled billing cycle day, divided by the total number of billing exceptions to be completed on or before the Customer's next regularly scheduled billing cycle day, times 100. |
| <b>Reporting Period</b>                  | Monthly.   |
| <b>Service Level</b>                     | Fix 95% of billing exceptions before the Customers' next regular Service Bill is issued for delivery to the Customer as per the Company's meter reading and billing schedule.  |

**APPENDIX "D"**

**FINANCIAL ASSURANCES**

**PART 1 - FINANCIAL ASSURANCES**

Pursuant to Section 9.1 of the Agreement, but subject to the following paragraph, the Biller will be required to post and maintain, at all times during the Term and Termination Transition (if applicable) and for a period of six (6) Billing Periods thereafter, (please check appropriate box below):

an irrevocable Letter of Credit, substantially on the terms attached hereto

*bh*  
bh

a cash equivalent, satisfactory to the Company

for an amount which is not less than the following: **\$20,250.**

Notwithstanding the following paragraph, the requirement to provide Financial Assurances set out in Section 9.1 of the Agreement shall not apply to any Biller if: (A) during any Billing Period, the total number of Service Bills for which the Company provided Billing Services in the six completed Billing Periods prior to, but not including, such Billing Period, was less than seven thousand two hundred (7,200); and (B) such Biller has provided to the Company a notice pursuant to Section 4.7.2 of the Agreement to set-off payment of the Fee Invoice against payment to the Biller of the Payment Amount as contemplated therein.

Subject to the preceding paragraph, the requirement to provide Financial Assurances set out in Section 9.1 of the Agreement shall not apply to any Biller if, at the time of execution of this Agreement: (A) the Biller anticipates that the number of Service Bills for which the Company will provide Billing Services during the first twelve (12) Billing Periods of this Agreement will not exceed fourteen thousand four hundred (14,400), and (B) such Biller has provided to the Company a notice pursuant to Section 4.7.2 of the Agreement to set-off payment of the Fee Invoice against payment to the Biller of the Payment Amount as contemplated therein.

**PART 2 - REALIZATION ON FINANCIAL ASSURANCES**

In addition to any other rights in respect thereof set out in the Agreement, the Company shall be able to liquidate or exercise all or any part of any Financial Assurances then held by or for the benefit of the Company free from any claim of set-off or otherwise or right of any nature whatsoever of the Biller:

- (a) in respect of any obligation of the Biller to pay any amount to the Company, and which obligation has become an Event of Default of the Biller;
- (b) in respect of any claim for indemnity made by the Company pursuant to Section 7.3.1 and in respect of which the Biller does not dispute the claim or the claim is the subject of a final and binding arbitration decision made pursuant to Section 7.7 or by a court of competent jurisdiction; or

- (c) in respect of any cost or expense incurred by the Company as a result of the Biller's failure to fulfill or comply with any of its obligations pursuant to this Agreement.

**PART 3 - ADJUSTMENT OF FINANCIAL ASSURANCES**

- (a) The amount and type of the Financial Assurances may be adjusted from time to time in accordance with the provisions of Article IX, Section 8.8.2(c), this Appendix "D" and Appendix I – 'Financial Assurances' of the Open Bill Manual.
- (b) Without in any way limiting the foregoing, if, at any time during the Term: (A) the Company has reasonable grounds to believe that the Biller's (or the Guarantor's) creditworthiness or the Biller's performance under this Agreement has or may become unsatisfactory; (B) there is a material adverse change in market conditions; (C) there occurs a change in OEB policies or requirements; or (D) for any other reason set out in this Appendix "D", the Company may provide the Biller with notice requiring the Biller to post additional or increased Financial Assurances in a form, amount and for a duration identified by the Company in a commercially reasonable manner and agreed upon with the Biller. Upon receipt of a notice pursuant to this subsection, the Company and the Biller shall have the period of days specified in the notice (which shall be no less than fifteen (15) Business Days) to settle and agree upon the form, amount and duration of such additional or increased Financial Assurances.
- (c) As contemplated in Section 8.8.2(c), in connection with the expiration or termination of this Agreement for any reason, the Company may, in its sole discretion, provide the Biller with notice requiring the Biller to post new, additional or increased Financial Assurances for the duration of the Run-Off Period in a form and amount determined by the Company and which amount is based on the Company's reasonable expectation of the amounts which the Company may determine to pay out as a result of any Customer Billing Disputes arising during the Run-Off Period (and provided that the Company shall only be entitled to require the Biller to post and maintain Run-Off Financial Assurances of 5% of the Biller's annual billed amounts during the most recent 12 month period, to a maximum amount of \$5 million), and the Biller acknowledges and agrees to accept such amount as determined by the Company, acting reasonably. Upon receipt of a notice pursuant to this subsection, the Biller shall have the period of days specified in the notice (which shall be no less than fifteen (15) Business Days) to provide the Financial Assurances set out in such notice.
- (d) If the new, additional or increased Financial Assurances contemplated in this Appendix are:
  - (i) not agreed upon, or
  - (ii) not provided to the Company,

within the specified period, the Biller shall thereupon be deemed to be in default under this Agreement and the Company shall, in addition to any of its other rights hereunder, thereafter have the option to terminate this Agreement in accordance with the terms hereof.



**APPENDIX "E"****ANNUAL FORECAST – 2018/2019**

The form to be used to prepare an Annual Forecast pursuant to Section 2.5.1 for those periods, if any, to which a required Annual Forecast applies is set out below.

Billers' 12 month forecast for Service Bills.

| <b>Year 2018</b>        |                |                 |                  |                |                 |                 |
|-------------------------|----------------|-----------------|------------------|----------------|-----------------|-----------------|
| <b>Service</b>          | <b>January</b> | <b>February</b> | <b>March</b>     | <b>April</b>   | <b>May</b>      | <b>June</b>     |
| Number of Service Bills |                |                 |                  |                | 12,953          | 12,379          |
| <b>Service</b>          | <b>July</b>    | <b>August</b>   | <b>September</b> | <b>October</b> | <b>November</b> | <b>December</b> |
| Number of Service Bills | 12,816         | 12,748          | 12,700           | 12,657         |                 |                 |
| <b>Year 2019</b>        |                |                 |                  |                |                 |                 |
| <b>Service</b>          | <b>January</b> | <b>February</b> | <b>March</b>     | <b>April</b>   | <b>May</b>      | <b>June</b>     |
| Number of Service Bills | 12,500         | 12,500          | 12,500           | 12,500         | 12,500          | 12,500          |
| <b>Service</b>          | <b>July</b>    | <b>August</b>   | <b>September</b> | <b>October</b> | <b>November</b> | <b>December</b> |
| Number of Service Bills | 13,500         | 13,500          | 13,500           | 13,500         | 13,500          | 13,500          |

Annual Forecast: **156,000**

**APPENDIX "F"**

**BILLER'S INTELLECTUAL PROPERTY**

See attached Trademark License Agreement.

**TRADE-MARK LICENSE AGREEMENT**

**THIS AGREEMENT** is made and effective as of the [\*]<sup>th</sup> day of [\*], 20[\*] between **[OPEN BILL PARTICIPANT]**, an Ontario corporation ("Licensor") and **ENBRIDGE GAS DISTRIBUTION INC.**, an Ontario corporation ("Licensee") (each a "Party" and collectively, the "Parties").

**WHEREAS:**

- A. Licensor is the owner of the Marks (as such term is defined below).
- B. Licensor wishes to license to Licensee and Licensee wishes to acquire a license to use the Marks, while at the same time assuring the continuation of the same nature and high quality of the wares and services associated with the Marks, on the conditions and restrictions contained in this Agreement.

**NOW THEREFORE**, in consideration of the matters hereinbefore mentioned, the mutual covenants and agreements contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Parties hereby agree as set forth below:

**ARTICLE 1**  
**INTERPRETATION**

**1.1 Definitions.** The following terms and expressions as used in this Agreement shall, for the purposes of this Agreement, have the meanings set forth below.

"**Agreement**" means this trade-mark license agreement, as amended from time to time.

"**Business Day**" means a day in which Licensor's bank is open for business in Toronto.

"**Business Purpose**" means the purpose of providing billing and collection services and other related customer care activities to Licensor pursuant to the Open Bill Agreement.

"**Designated Geographic Area**" means the Province of Ontario.

"**Designated Service Provider**" means Licensee's third party subcontractor (or subcontractors) that will be providing the services described in the Wares and Services to Licensor on behalf of Licensee.

"**Marks**" means the trade-marks and trade names owned by Licensor as described in the attached Schedules A and C and as may be amended, added to or deleted by Licensor from time to time in its sole discretion.

"**Open Bill Agreement**" means the Open Bill Access Billing and Collection Services Agreement made as of the [\*] day of [\*], 20[\*] between Licensor and Licensee, as amended from time to time.

"**Standards**" has the meaning ascribed to it in section 2.5.

"**Trade-mark Specifications**" means the authorized manner of Licensee's use in commerce of the Marks, including specifications relating to the dimensions, size, colour, markings, type-face and other characteristics of the Marks as communicated by Licensor to Licensee from time to time.

"**use**" has the meaning ascribed to it in section 2.1.

"**Wares and Services**" means the wares and services described in the attached Schedule B, as may be amended from time to time, in association with which the Marks are used.

**1.2 Headings, etc.** Headings used herein are for the convenience of reference only and shall not be considered in construing or interpreting this Agreement. The words "herein", "hereunder", "hereof" and other similar words refer to this Agreement as a whole and not to any particular paragraph. "Includes", "including" and similar terms shall mean "including [or includes, as applicable] without limitation".

**1.3** Plurality and Gender. Words importing the singular number only shall include the plural and vice versa. Words importing the masculine gender shall include the feminine gender. Words importing individuals shall include corporations, partnerships, trusts, syndicates, joint ventures, governments, governmental agents and authorities, and vice versa.

**1.4** Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the Province of Ontario in respect of any action or proceeding arising out of or relating to this Agreement. The Parties irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such courts of the Province of Ontario. The Parties hereto also consent to the service of any process in any such action or proceeding by the mailing of copies of such process to the relevant Party at the address specified in section 3.1. The Parties agree that a final judgment in any such action or proceeding after all appeals are exhausted shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

## **ARTICLE 2** **GRANT OF LICENSE**

**2.1** Grant of License. Subject to the terms and conditions in this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, royalty-free license and right to use, which includes advertising or displaying, (hereinafter, "use") the Marks only in connection with the Wares and Services for the Business Purpose for only so long as Licensee is in compliance with all terms, covenants and provisions hereinafter contained or until this Agreement expires or terminates.

**2.2** Sub-license: Licensor hereby grants to Licensee the right to sub-license the use of the Marks in accordance with the terms and conditions of this Agreement to the Designated Service Provider strictly and as necessary in connection with the provision of those services by the Designated Service Provider on behalf of Licensee to Licensor as set out in the Open Bill Agreement. Licensee shall remain responsible for the compliance by the Designated Service Provider of the applicable terms of this Agreement. Licensee shall not otherwise re-license, or sub-license the use of the Marks to any third person without Licensor's prior written consent.

**2.3** Use of Marks. Licensee acknowledges and agrees that:

- (a) Licensee (and, if applicable, the Designated Service Provider under the sub-license contemplated by section 2.2), shall only use the Marks within the Designated Geographic Area and in connection with the Wares and Services for the Business Purpose and shall at all times only use the Marks in accordance with the instructions, standards of quality and applicable Trade-mark Specifications, and as otherwise determined and approved by Licensor from time to time at its sole discretion. Notwithstanding the foregoing, use of the Marks on any form of communication, including without limitation bills (electronic or otherwise), to customers that may reside out of the Designated Geographic Area, does not constitute a breach of this Agreement, provided that such use is in connection with the Wares and Services for the Business Purpose;

- (b) it shall reasonably place upon all advertising, promotional and business material and packaging materials relating to the Wares and Services, and any and all other materials or things featuring or depicting the Marks, such trade-marks, trade-names, corporate names, colours and other markings as Licensor may reasonably request from time to time, provided that Licensee shall have sole discretion as to the placement of such trade-marks, trade-names, corporate names, colours and other markings, including without limitation location and size of same;
- (c) it shall ensure that all materials or things featuring or depicting the Marks as described in paragraph 2.3(b) are marked by legal notices containing the words that the Marks are used under license from Licensor, or by other words to similar effect, and unless otherwise instructed by Licensor, that the Marks are owned by Licensor;
- (d) it shall provide Licensor with examples of all uses of the Marks on any item or thing of the type referred to in paragraphs 2.3(b) and 2.3(c) and Licensor shall be provided with seven (7) days after receipt to object to any such use. If Licensor shall fail to respond within such period then any such use shall be deemed approved by Licensor. In the event of any disapproval, Licensor agrees to provide details or reasons therefor along with changes necessary to obtain its approval. Notwithstanding the foregoing, Licensor agrees that its review and approval is not required for any of Licensee's use of the Marks in any such item or thing of the type referred to in paragraphs 2.3(b) and 2.3(c) where such use has been previously approved by Licensor hereunder;
- (e) its use of the Marks shall be in accordance with the Trade-mark Specifications, if any, and in accordance with the Standards;
- (f) Licensee, or the Designated Service Provider, as the case may be, shall not use the Marks in any manner calculated to represent Licensee, or the Designated Service Provider, as the case may be, as the owner of the Marks; and
- (g) it will not dispute or contest, directly or indirectly, the validity or enforceability of the Marks, nor counsel, procure or assist anyone else to do the same, unless compelled by due process of law; nor directly or indirectly attempt to dilute the value of the goodwill attached to the Marks, nor counsel, procure or assist anyone else to do the same, unless compelled by due process of law.

**2.4 Interest in Marks.** Licensee acknowledges and agrees and Licensor represents and warrants that Licensor possesses the absolute and exclusive proprietary rights in and to the Marks and any variations or modifications thereof, as well as in and to the validity of any and all applications and registrations thereof. Licensee acknowledges and agrees that it does not acquire any right, title or interest in or to the Marks and any variations or modifications thereof or any other trade-mark or trade-name of Licensor except as provided for herein. Licensee shall not, without the prior written consent of Licensor, either directly or indirectly (i) register or otherwise make any claim to ownership of a trade-mark, trade-name or corporate name, which includes, wholly or partially, any of the Marks, or which is confusingly similar thereto, or (ii) contest or challenge directly or indirectly the validity of the Marks or Licensor's ownership of the Marks.

**2.5 Quality and Standards; Inspection.** Licensee shall use the Marks only in association with the Wares and Services that conform in nature and quality with the standards and specifications (the "Standards") established and provided to Licensee by Licensor from time to time. Licensee shall furnish upon request by Licensor, and Licensor's duly authorized representative shall have the right acting reasonably, but no more than once per calendar year, upon written request to Licensee with reasonable notice, to enter the premises of Licensee or the Designated Service Provider, as the case may be, during regular business hours and subject to such commercially reasonable security policies of Licensee or the Designated Service Provider, as applicable, in order to inspect all advertising, promotional, business, packaging or display material, documents, records, and any and all other materials or things featuring or depicting the Marks, so as to ensure that the Trade-mark Specifications, if any, are respected and maintained and to observe the quality and performance of the Wares and Services, respectively, so as to ensure that the Standards are respected and maintained. Such inspection shall be at Licensor's sole cost.

**2.6 Modifications.** Licensee agrees to obtain the prior written consent of Licensor to any change in Licensee's use of the Marks in any and all materials or things, including advertising, promotional and business materials, featuring the Marks. Approval by Licensor shall not constitute waiver of Licensor's rights or the duties and obligations of Licensee under any provision of this Agreement.

**2.7 Goodwill.** Licensee further acknowledges that the goodwill associated with the Marks is and will remain the absolute and exclusive property of Licensor and that Licensee will derive no benefit from such goodwill. Any enhancement of such goodwill during the term of this Agreement as a result of efforts by Licensee to improve the goodwill will enure to the exclusive benefit of Licensor and no value shall be attributable to any goodwill acquired or enjoyed by Licensee pursuant to this Agreement.

**2.8 Maintenance of Marks.** Licensor agrees that it shall use all reasonable commercial efforts to maintain any applications or registrations of the Marks in Canada in full force and effect.

**2.9 Preservation of Marks.** At Licensor's cost and expense, Licensee agrees to, using commercially reasonable efforts, cooperate, in good faith, with Licensor for the purpose of securing and preserving Licensor's rights in and to the Marks. Licensee further agrees that it shall use commercially reasonable efforts not to do or suffer to be done any act or thing which could in any way jeopardize or impair or adversely affect Licensor's right, title and interest in and to the Marks or any and all applications and registrations thereof, including any act or omission which might result in the impairment of the Wares and Services or of the goodwill and business reputation associated with the Marks.

**2.10 Registration Amendments.** In the event that any application or registration of the Marks is abandoned, amended or expunged, the Parties agree that this Agreement shall nevertheless remain in full force and effect and that all provisions hereof relating to the licensing and use of the Marks shall apply with the same force and effect to the Marks or whatever alternate trade-marks or trade names may be licensed by Licensor to Licensee.

**2.11 Legal Proceedings.**

- (a) In the event of infringement, dilution or impairment of any of the Marks or of the goodwill associated therewith, Licensor shall have the sole and exclusive right, at its option and discretion and with legal counsel of its choice, to take such action as it deems necessary, proper and justified under the circumstances, including the prosecution of infringers, at its cost and expense;

- (b) Licensee agrees to use commercially reasonable efforts to cooperate, at Licensor's cost and expense, with Licensor in any action brought by Licensor against third parties relating to the Marks or the goodwill associated with the Marks, including joining therein as party plaintiff; and
- (c) Licensor shall have no responsibility for any loss, cost, damage or expense incurred by Licensee as a result of any failure, inability, or delay by Licensor in taking any action with respect to any infringement, dilution or impairment of the Marks, or because of the failure of any such action or proceeding.

**2.12** Termination.

- (a) In the event Licensor, Licensee, or, if applicable, the Designated Service Provider (in this subsection, each is the "Defaulting Party"), shall, at any time, fail to abide by the conditions of this Agreement, Licensee or Licensor, as applicable (in this subsection, the "Terminating Party") shall have the right to notify Defaulting Party of such default and of its intention to terminate this Agreement unless such default is corrected or substantially remedied within 30 days from the date of Defaulting Party's receipt of such notice. If such default is not corrected within the aforementioned time period, Terminating Party shall be entitled without prejudice to any of its other rights conferred by this Agreement at any time thereafter by sending a written notice of termination to Defaulting Party, in which case such termination shall take effect immediately upon receipt of such notice by Defaulting Party.
- (b) This Agreement may be terminated by either Party immediately by providing written notice to other Party in the event that such other Party ceases to operate or if any license or permit required for other Party's normal operations is cancelled or revoked, in the event that other Party is placed into bankruptcy or receivership or if the Open Bill Agreement terminates or expires.

**2.13** Rights Upon Termination.

- (a) Upon termination or expiration of the license granted herein, Licensee, and the Designated Service Provider, if applicable, and the officers, directors, shareholders, employees, and agents of Licensee, shall immediately discontinue use of the Marks and shall immediately and at no cost to Licensor cease to produce and distribute and remove (where reasonably possible) the Marks from any and all advertising, promotional, business, display and packaging materials and other materials or things, which feature or depict the Marks or trade-names similar thereto. For clarity, any and all advertising, promotional, business, display and packaging materials and other materials or things, which feature or depict the Marks or trade-names similar thereto, which are not in the custody or control of Licensee and cannot reasonably be brought into Licensee's custody or control (e.g. sent to a customer), are exempt from this subsection.
- (b) If, within 30 days of the giving of the notice of termination, Licensee fails to remove the Marks or trade-names in the manner provided for in paragraph 2.13(a), Licensor or its duly authorized representative may enter upon the premises of Licensee, upon reasonable notice, and remove all signs, designs, inventory, advertising and promotional

display materials, business supplies, printed paper products, containers, wrapping material and any and all other material or things which feature or depict the Marks, other trade-marks authorized by Licensor from time to time, and Licensee shall, on demand, pay Licensor all reasonable costs incurred by Licensor to effect such removal.

- (c) Licensee releases Licensor of and from any claim for loss, cost, damage and expense that Licensee may have or allegedly have as a result of any act or omission by Licensor or its agents or representatives in reasonably exercising its rights in this Agreement.

**2.14 Effect of Termination.** Licensee hereby agrees that its use of the Marks shall enure to the benefit of Licensor and that any right, title or interest in the Marks that may have vested in Licensee by virtue of any use Licensee may make of the Marks by operation of law or otherwise, shall be held by Licensee in trust for Licensor. Licensee agrees that at the termination of this Agreement, Licensee shall be deemed to have assigned, transferred and conveyed to Licensor any and all rights, equities, goodwill, title or other rights in and to the Marks which may have vested in Licensee by virtue of Licensee's use of the Marks in pursuance of any endeavours covered hereby by operation of law or otherwise, and that Licensee will execute any instruments requested by Licensor to accomplish or confirm the foregoing. Any such assignment, transfer or conveyance shall be without other consideration other than the mutual covenants and considerations of this Agreement.

**2.15 Exclusivity.**

- (a) Licensee shall use no other trade-mark or trade-name in connection with the Wares and Services for the Business Purpose except:
  - (i) the Marks for the purposes of section 2.2; and
  - (ii) as may otherwise be authorized in writing by Licensor.
- (b) For certainty, Licensor acknowledges and agrees that the provisions of 2.15(a) shall not limit Licensee's ability to use its own trade-marks or trade-names or the trade-marks or trade-name of a third party in connection with the provision by Licensee of similar services as described in the Wares and Services, on its own behalf or on behalf of a third party.

**2.16 Indemnity for Liability.**

- (a) Licensee will indemnify, defend and hold harmless Licensor and its directors, officers, employees from and against any and all claims, demands, liabilities, causes of action, judgments, awards, penalties, fines, assessments, impositions, damages, costs and expenses, including, without limitation, reasonable legal fees and disbursements that may be suffered or incurred by or claimed against any such indemnified party as a result of any unauthorized use of any of the Marks by Licensee and the Designated Service Provider.
- (b) Licensor will indemnify, defend and hold harmless Licensee and its directors, officers, employees from and against any and all claims, demands, liabilities, causes of action, judgments, awards, penalties, fines, assessments, impositions, damages, costs and expenses, including, without limitation, reasonable legal fees and disbursements that



may be suffered or incurred by or claimed against any such indemnified party or brought by a third party that Licensee's use of the Marks infringes the intellectual property rights of such third party provided: (i) the Marks have not been altered, changed or modified by Licensee in any way other than as permitted by this Agreement; (ii) the claim does not arise from Licensee's use of the Marks in violation of any of the terms of this Agreement; (iii) Licensee notifies Licensor within ten (10) days of receipt of the claim; (iv) Licensor has sole control of the defense and all related settlement negotiations and (v) at Licensor's cost, Licensee provides Licensor with commercially reasonable assistance and information necessary or advisable to perform the above.

**ARTICLE 3**  
**NOTICE**

**3.1** Notices. All notices, directions, documents of any nature required or permitted to be given by one Party to the other pursuant to this Agreement (in each case, a "**Notice**") shall be in writing and shall be delivered personally or by courier or sent by e-mail as follows:

(i) in the case of the Licensee, to it at:

Enbridge Gas Distribution Inc.  
500 Consumers Road  
Toronto, Ontario M2J 1P8  
Email: EGDOpenBillAdmin@enbridge.com  
Attention: Manager, Billing Relationships

With a copy to:

Enbridge Gas Distribution Inc.  
500 Consumers Road  
Toronto, Ontario M2J 1P8  
Email: [EGDILawContracts@enbridge.com](mailto:EGDILawContracts@enbridge.com)  
Attention: Vice President, Gas Distribution Law

(ii) in the case of the Licensor, to it at:

[Open Bill Participant]  
[Address 1]  
[Address 2]  
Email: <\*>

With a copy to:

[Open Bill Participant]  
[Address 1]  
[Address 2]  
Email: <\*>

or at such other address of which the addressee may from time to time have notified the addressor pursuant to this Section 11.1. A Notice shall be deemed to have been received on the day it is delivered

if delivered personally or by courier. A Notice sent by e-mail shall be deemed to have been received on the day it is sent, provided no incomplete or bounce-back error transmission is received by the sending Party. If such day is not a Business Day or if the Notice is received after 5:00 p.m. (at the place of receipt), the Notice shall be deemed to have been received on the next Business Day.

**ARTICLE 4**  
**MISCELLANEOUS**

**4.1** No Agency or Partnership. Nothing contained herein or done hereunder shall be construed as constituting either Party the agent of the other in any sense of the word whatsoever or as constituting a partnership between the Parties. Each Party shall ensure that neither it nor any of its directors, officers or employees represent to any third party that it or they are servants, agents or partners of other Party or has any authority to bind or obligate other Party in any manner.

**4.2** Enurement. This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their successors, legal representatives and permitted assigns.

**4.3** Severability. In case any provision in this Agreement shall be prohibited, invalid, illegal or unenforceable in any jurisdiction in Canada, such provision shall be ineffective only to the extent of such prohibition, invalidity, illegality or unenforceability in such jurisdiction without affecting or impairing the validity, legality or enforceability of the remaining provisions hereof. Such prohibition, invalidity, illegality or unenforceability shall not affect or impair such provision in any other jurisdiction in Canada.

**4.4** Further Assurances. Each of the Parties shall, from the time of the written request of the other Party, do all such further acts and execute and deliver or cause to be done, executed or delivered all such further acts, deeds, documents, assurances and things as may be required, acting reasonably, in order to fully perform and to more effectively implement and carry out the terms of this Agreement.

**4.5** Survival. The provisions of this Agreement that are intended to extend beyond its termination, including the liability, indemnity, warranty, and intellectual property provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder that are not fully discharged prior to the termination of this Agreement, will survive termination to the extent necessary to effect the intent of the Parties and enforce such rights and obligations.

**4.6** Waiver. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or exercise of any other right, power or privilege hereunder.

**4.7** Amendment. No term or provision hereof may be changed, discharged or terminated except as contemplated in the definition of "Marks" and "Trade-mark Specifications" as set out in section 1.1 or by an instrument in writing signed by each Party to this Agreement.

**4.8** Assignment. Except as otherwise provided herein, the license granted herein and the rights and obligations in this Agreement shall not be assigned, transferred or sublicensed, in whole or part, to any third party by Licensee without the prior written consent of Licensor, which consent may be unreasonably withheld. Licensee may assign this Agreement or any or all of Licensee's rights and obligations hereunder to any Person, including a subsidiary or other affiliate (as defined in the *Ontario Business Corporations Act*) of Licensee, without the consent of Licensor or other restriction.

**4.9** Entire Agreement. This Agreement, including any schedules, appendices or exhibits attached hereto, comprises the entire agreement of the Parties with respect to the subject matter set out in this Agreement and supersedes all prior communications, understandings and agreements of the Parties and/or their affiliates, whether written or oral, express or implied, regarding such subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set out in this Agreement. No change or modification of this Agreement is valid unless it is in writing and signed by both Parties.

**4.10** Counterparts. This Agreement, and any amendment, supplement or schedule to this Agreement, may be executed in any number of counterparts, and may be executed using electronic signatures. The executed signature page(s) from each counterpart may be joined together and attached to an original and together shall constitute one and the same instrument. Exchange of counterparts of a document of this Agreement may be provided by fax or other electronic means, including email delivery.

*[the remainder of this page is intentionally left blank; the next page is the signing page]*

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the date first written above.

[OPEN BILL PARTICIPANT]

By: \_\_\_\_\_  
Name:  
Title: |  
I have the authority to bind the Corporation.

ENBRIDGE GAS DISTRIBUTION INC.

By: \_\_\_\_\_  
Name:  
Title:  
I have the authority to bind the Corporation.

**SCHEDULE A**  
**TRADE-MARKS (REGISTRATIONS/APPLICATIONS) AND TRADE-NAMES OF LICENSOR**

| TRADEMARK | REGISTRATION<br>/SERIAL # |
|-----------|---------------------------|
|           |                           |
|           |                           |
|           |                           |
|           |                           |

| TRADENAMES<br>(ONTARIO REGISTRATIONS) |
|---------------------------------------|
|                                       |
|                                       |
|                                       |

**SCHEDULE B  
WARES AND SERVICES**

1. Preparation and delivery of customer billing statements by Licensee on behalf of Licensor.
2. Licensee may consolidate billings for Enbridge Gas Distribution Inc. with Licensor's billing statements rendered during the period co-terminous with the term of the current Open Bill Agreement.
3. Preparation and distribution of written or electronic communications to customers of Licensor that are directly related to the billing and collection services provided by Licensee to Licensor under the Open Bill Agreement.

**SCHEDULE C  
LOGO**

[To be inserted, as applicable]

APPENDIX "G"

STANDARD TRANSITION PLAN

Definitions

For the purposes of this Standard Transition Plan the following terms shall have the meanings set out below.

**"Notice Date"** means the date on which Company provides Biller notice that services under this Agreement will be terminated.

**"Final Billing Date"** means either:

- (i) in the case of a Biller for which the Company provides Billing Services with respect to less than an average of 5,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the earlier of (a) the Notice Date plus sixty (60) calendar days, and (b) the end of the next complete Billing Period after the Notice Date; or
- (ii) in the case of a Biller for which the Company provides Billing Services with respect to an average of 5,000 or more but less than 250,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the earlier of (a) the Notice Date plus ninety (90) calendar days, and (b) the end of the second complete Billing Period after the Notice Date; or
- (iii) in the case of a Biller for which the Company provides Billing Services with respect to an average of 250,000 or more but less than 500,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the earlier of (a) the Notice Date plus one hundred and twenty (120) calendar days, and (b) the end of the third complete Billing Period after the Notice Date; or
- (iv) in the case of a Biller for which the Company provides Billing Services with respect to an average of 500,000 or more but less than 750,000 Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the Notice Date plus one hundred and eighty (180) calendar days; or
- (v) in the case of a Biller for which the Company provides Billing Services with respect to 750,000 or more Services Bills per Billing Period in the three Billing Periods immediately prior to the implementation of the Standard Transition Plan, the Notice Date plus three hundred and sixty-five (365) calendar days.

**"Final Invoice Date"** means the Final Billing Date plus 6 Cycle Days.



---

**Assumptions**

- Biller will not require services from Company to migrate their billing data to Biller or to a third party service provider. Should this not be the case Company will respond to any request for the provision of such data on or before [Notice Date + 30 calendar days].

**Customer Related Transition Actions to be completed on or before the following dates:**

- **Biller's Actions:**
  - On [Notice Date] - No further Customers will be accepted for billing service enrollment as of this date.
  - By [Final Billing Date + 30 calendar days] - Update call centre scripts to communicate that charges will no longer appear on the Service Bill.
  - No later than [15 calendar days prior to the Final Billing Date] – Biller will send a written notice to all Customers to communicate that their charges will no longer appear on the Service Bill after [Final Billing Date].
  - By [Notice Date + 7 calendar days] - If required, Biller will extend their Financial Assurances until at least [Final Billing Date + 6 Billing Periods].
  - By [Final Invoice Date + 30 calendar days] – Payment of all Billing Fees together with actual costs incurred by Company in respect of termination services on a time and materials basis (including applicable Taxes thereon) without mark-up.
- **Company's Actions:**
  - Until [Final Billing Date] - Continue to provide Billing Services for valid charges that were provided before [Notice date].
  - By [Notice date + 7 calendar days] - Update call centre scripts for Biller related calls to communicate that these charges will no longer appear on the Service Bill after [Final Billing Date] and may notify Customers advising them that charges will no longer appear on the Service Bill after [Final Billing Date] .
  - By [Final Invoice Date] – Complete invoicing to Biller for all Billing Fees together with actual costs incurred by Company in respect of termination services on a time and materials basis (including applicable Taxes thereon) without mark-up.
  - Throughout the Transition Period - In the event Biller does not fulfill its obligations under this transition plan, Company reserves the right to take such actions, as required, in order to finalize the transition.

**Open Bill Operations Transition Actions to be completed on or before the following dates:**

- **Company's Actions:**
    - On [Final Billing Date] - Remove Biller's security access to their SFTP Input folder.
    - Until [Final Billing Date + 21 calendar days] – Daily net remittances to Biller continue.
    - Until [Final Billing Date] - Reporting continues as required by the Agreement. Biller's access to Company's SFTP Server will be discontinued at the end of this period.
    - On [Final Billing Date + 1 calendar day] - Revise all of Company's Biller lists to show that Biller's charges will no longer appear on the Service Bill.
    - On [Final Billing Date] - For all remaining rate ready charges, submit rate ready delete transactions for remaining Customers.
    - As determinable – Advise Biller regarding transition costs to be passed on to Biller.
-

APPENDIX "H"

FORM OF REQUIRED POSTPONEMENT  
AND SUBORDINATION AGREEMENT

**CONSENT AND CONFIRMATION**

**RE:** Amended and Restated Open Bill Access Billing and Collection Services Agreement between [name of the Biller] (the "Biller") and Enbridge Gas Distribution Inc. ("Enbridge") dated as of [relevant date], 20<\*> (the "Open Bill Agreement")

---

**WHEREAS:**

- (A) pursuant to Article 10 of the Open Bill Agreement, the Biller has agreed with Enbridge, among other things, not to disclose any information regarding the Open Bill Agreement to certain third parties;
- (B) pursuant to Section 11.7 of the Open Bill Agreement, the Biller may not assign its rights under the Open Bill Agreement without the prior written consent of Enbridge;
- (C) in consideration of Enbridge paying the Biller amounts equal to the Payment Amount (as defined in the Open Bill Agreement) from time to time, the Biller shall absolutely, unconditionally and irrevocably transfer, assign and convey to Enbridge in accordance with the Open Bill Agreement, Receivables Entitlements (as defined in the Open Bill Agreement) of the Biller relating to Biller Receivables (as defined in the Open Bill Agreement), whether now existing or hereafter created, billed during the term of the Open Bill Agreement;
- (D) Enbridge has been advised that the Biller has entered into one or more security agreements (collectively, the "Security Agreements") in favour of [name of Priority Lien Holder] (the "Secured Party") and that pursuant to the Security Agreements the Biller has granted a security interest to the Secured Party over certain of its assets (the "Secured Party Collateral") which Secured Party Collateral includes the Payment Amount payable from time to time by Enbridge to the Biller under the Open Bill Agreement; and
- (E) under the Open Bill Agreement, the Biller is required to make certain representations, warranties and covenants regarding its rights to its Receivables Entitlements, which representations and warranties are affected by the Security Agreements;

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The Secured Party hereby consents to the Biller entering into the Open Bill Agreement, and Enbridge hereby consents to the disclosure of the Open Bill Agreement by the Biller to the Secured Party.

2. Each of the Biller and the Secured Party hereby acknowledges and agrees that:
  - (a) the rights and remedies of the Secured Party under the Security Agreements and as secured creditor in respect of any and all security interests in favour of the Secured Party in or over any Receivables Entitlements relating to Biller Receivables of the Biller billed during the term of the Open Bill Agreement shall be limited to the right to collect or receive in accordance with this Consent and Confirmation the Payment Amounts from time to time payable to the Biller under the Open Bill Agreement in respect of Receivables Entitlements of the Biller purchased by Enbridge in accordance with the Open Bill Agreement and, for certainty, shall not include any right to realize upon or to collect all or any portion of any Receivables Entitlements relating to Biller Receivables of the Biller billed during the Term (as defined in the Open Bill Agreement); and
  - (b) the Secured Party Collateral does not, and shall not at any time, include or extend to any Receivables Entitlements of the Biller purchased by Enbridge in accordance with the Open Bill Agreement and any and all security interests in favour of the Secured Party in or over any such Receivables Entitlements of the Biller shall be automatically discharged, released and terminated in full immediately upon the transfer, assignment and conveyance to Enbridge of the Receivables Entitlements in accordance with the Open Bill Agreement, without any requirement for any further action, or for the execution and delivery of any document, agreement or other instrument by the Secured Party or any other Person but without prejudice to the Secured Party's obligations under Section 14 of this Consent and Confirmation.
3. Enbridge hereby confirms that it has been notified by the Biller and the Secured Party that, under the Security Agreements, the Biller has granted to the Secured Party a security interest in the Receivables Entitlements relating to Biller Receivables of the Biller, subject to the acknowledgements and agreements of each of the Biller and the Secured Party set out in Section 2 of this Consent and Confirmation. Enbridge also acknowledges that the Secured Party has a security interest in each Payment Amount from time to time payable to the Biller under the Open Bill Agreement, and agrees in favour of the Secured Party that it will cause each such Payment Amount to be dealt with in accordance with the provisions of this Consent and Confirmation, but without prejudice to its rights to set-off against any Payment Amount from time to time payable to the Biller under the Open Bill Agreement any amount owing or payable by the Biller to Enbridge under the Open Bill Agreement.
4. Subject to the acknowledgements and agreements of each of the Biller and the Secured Party set out in Section 2 of this Consent and Confirmation, Enbridge hereby consents to the granting by the Biller to the Secured Party of a security interest in and to each Payment Amount, and its rights under the Open Bill Agreement, and irrevocably agrees:
  - (a) that within 15 business days of its receipt of an executed copy of a notice in the form attached hereto as Schedule "A" (the "**Redirection Notice**"), it will cause all future Payment Amount payments described in the Redirection Notice that would otherwise be payable to the Biller under the Open Bill Agreement to be made to the party and account specified in the Redirection Notice, but without prejudice to its rights to set-off

against any Payment Amount from time to time payable to the Biller under the Open Bill Agreement any amount owing or payable by the Biller to Enbridge under the Open Bill Agreement;

- (b) that following receipt by Enbridge of an executed copy of a notice in the form attached hereto as Schedule "B" (the "**Assumption Notice**"), it will permit the Secured Party or such third party as may be appointed therein by the Secured Party (provided that such third party is acceptable to Enbridge, acting reasonably), to enjoy all of the Biller's rights and to assume all of the Biller's obligations thereafter arising under the Open Bill Agreement, as specified in the Assumption Notice, and from and after its receipt of the Assumption Notice, to pay directly to the Secured Party or as it may further direct, any and all amounts thereafter from time to time payable by Enbridge to the Biller under the Open Bill Agreement, but without prejudice to its rights to set-off against such amounts any amount owing or payable (whether before, on or after receipt by Enbridge of any Assumption Notice) by the Biller or the Secured Party or such third party to Enbridge under the Open Bill Agreement; provided that neither the Secured Party nor such third party (if any) shall be liable (except by virtue of the exercise by Enbridge of its above-referenced rights of set-off) for the indemnification obligations of the Biller under section 7.3.1 of the Open Bill Agreement except and to the extent the subject matter of the indemnification consists of a representation and warranty, failure to perform, failure to comply or material breach that, in each case, was made or committed by the Secured Party itself or such third party (if any) itself; and provided further that the Secured Party and the third party (if any) will execute and deliver such other documentation as Enbridge may require, acting in a commercially reasonable manner (i) to grant to Enbridge a royalty-free non-exclusive license to use the name of the Secured Party and the third party (if any) to the extent necessary to permit Enbridge to perform Billing Services (as defined in the Open Bill Agreement) and its other obligations under the Open Bill Agreement during the period that the assumption effected by the Assumption Notice remains in effect, and (ii) to implement and give effect to the assignment to, and assumption by, the Secured Party or such third party of the Biller's rights and obligations arising under the Open Bill Agreement in accordance with this Consent and Confirmation;
- (c) that Enbridge will recognize an executed copy of a notice in the form attached hereto as Schedule "C" (the "**Termination Notice**") as effective for the purposes of section 8.6(a)) of the Open Bill Agreement provided that the termination date specified in it coincides with the expiry of the Term or Renewal Term (as defined in the Open Bill Agreement), and the provisions of sections 8.8, 8.9 and 8.10 of the Open Bill Agreement will apply; and
- (d) that Enbridge will provide to the Secured Party prompt written notice if and whenever Enbridge applies any proceeds from the letter of credit provided to it at the Biller's request to the satisfaction of any obligations of the Biller owing to Enbridge.
5. For certainty, the Biller hereby confirms to Enbridge and agrees with Enbridge that any payments made by Enbridge to the Secured Party (or as the Secured Party may otherwise direct) in respect of the Payment Amount or any other amounts owing or payable under the Open Bill

Agreement shall represent full satisfaction of such amounts and no further payments shall be payable to the Biller in respect of such amounts.

- 6. The Biller hereby irrevocably directs Enbridge to comply with any Redirection Notice, Assumption Notice or Termination Notice received from the Secured Party, and to provide to the Secured Party the notice contemplated in paragraph 4(d), and irrevocably releases Enbridge from all liability to the Biller for so doing.
- 7. This Consent and Confirmation shall enure to the benefit of and be binding upon each of the parties hereto and each of their respective successors and permitted assigns.
- 8. Each of the Biller and Enbridge agrees that the Secured Party shall not be bound by any amendment to, modification of or waiver under the Open Bill Agreement that has not been consented to in writing by the Secured Party.
- 9. Each of the parties hereto agrees that any notices, directions or documents required to be delivered by one party to another under this Consent and Confirmation shall be delivered in accordance with Section 11.1 of the Open Bill Agreement. Notices, directions or documents shall be delivered, in the case of the Secured Party, to it at:

<\*>  
<\*>  
<\*>

Attention: <\*>  
Email: <\*>

- 10. The Biller agrees to pay or reimburse Enbridge for all direct, out of pocket costs and expenses incurred in connection with this Consent and Confirmation, any notices received in connection therewith and the administration of this Consent and Confirmation and the rights of the various parties hereunder.
- 11. Enbridge shall not be required to make any determination or decision with respect to the validity of any notice given to it under this Consent and Confirmation and shall be protected in acting and relying upon any document purporting to be delivered pursuant to and in compliance with this Consent and Confirmation as to its due execution and the validity and effectiveness of its provisions and as to the truth and acceptability of any information therein contained which Enbridge in good faith believes to be genuine, provided Enbridge is acting in accordance with the provisions hereof.
- 12. Enbridge shall have no duty or obligation to look beyond the terms of this Consent and Confirmation and the Open Bill Agreement and shall have no duties or responsibilities to the Secured Party except as expressly provided in this Consent and Confirmation and shall not have any liability or responsibility arising under any other agreement to which Enbridge is not a party.
- 13. The rights and entitlements of the Secured Party under this Consent and Confirmation will not be assigned without the prior written consent of Enbridge, which consent shall not be

unreasonably withheld or delayed. The rights and obligations of the Biller are not assignable without the prior written consent of each of Enbridge and the Secured Party. The rights, entitlements, duties and obligations of Enbridge under this Consent and Confirmation may, upon notice by Enbridge to the Secured Party, be assigned by Enbridge to any Affiliate (as defined in the Open Bill Agreement) or successor in either case approved by the OEB (as defined in the Open Bill Agreement) in connection with any assignment by Enbridge of the Open Bill Agreement or all of its rights, entitlements, duties and obligations under the Open Bill Agreement to any such Affiliate or successor.

14. Each Party shall from time to time execute such further documents and take such further steps as any other Party may from time to time reasonably require to implement more fully the intent of this Consent and Confirmation.
15. This Consent and Confirmation shall terminate on the termination of the Open Bill Agreement.
16. This Consent and Confirmation shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

- 17. This Consent and Confirmation may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Counterparts may be executed and delivered in original, facsimile or portable document format (pdf) form to the other parties hereto and the parties hereto agree to accept any such executed counterparts as original signed versions of this Consent and Confirmation.

DATED the <> day of <>, 20<>.

**[NAME OF PRIORITY LIEN HOLDER]**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**ENBRIDGE GAS DISTRIBUTION INC.**

By: \_\_\_\_\_  
Name:  
Title:

**[NAME OF THE BILLER]**

By: \_\_\_\_\_  
Name:  
Title:



SCHEDULE "A"

REDIRECTION NOTICE

**TO:** Enbridge Gas Distribution Inc. ("**Enbridge**")

**RE:** Amended and Restated Open Bill Access Billing and Collection Services Agreement between [name of the Biller] (the "**Biller**") and Enbridge Gas Distribution Inc. ("**Enbridge**") dated as of [relevant date] (the "**Open Bill Agreement**")

**AND RE:** Consent and Confirmation between [name of Priority Lien Holder] (the "**Secured Party**"), Enbridge and the Biller dated as of [relevant date] (the "**Consent**")

The Secured Party hereby directs you, until you receive further direction from the Secured Party, to make to the party and account set out in Appendix 1 all future payments (including, for avoidance of doubt, any related Payment Amount from time to time) that would otherwise be payable to the Biller under the Open Bill Agreement arising in connection with the Biller Receivables described in Appendix 2.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[NAME OF PRIORITY LIEN HOLDER]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**Appendix 1**

[set out bank account info and name of party that owns it]

**Appendix 2**

[insert list or other description of the Biller-related accounts from which proceeds are to be redirected]

SCHEDULE "B"

ASSUMPTION NOTICE

**TO:** Enbridge Gas Distribution Inc. ("Enbridge")

**RE:** Amended and Restated Open Bill Access Billing and Collection Services Agreement between [name of the Biller] (the "Biller") and Enbridge Gas Distribution Inc. ("Enbridge") dated as of [relevant date] (the "Open Bill Agreement")

**AND RE:** Consent and Confirmation between [name of Priority Lien Holder] (the "Secured Party"), Enbridge and the Biller dated as of [relevant date] (the "Consent")

In accordance with and subject to the provisions in the Consent, [the Secured Party hereby assumes [or appoints Name of Third Party to assume]] all of the obligations and liabilities of the Biller arising after the date hereof under or in connection with the Open Bill Agreement, and without limiting any of the foregoing, [the Secured Party [or Name of Third Party]], as a principal obligant and not as a surety, hereby expressly confirms and adopts as its own and covenants and agrees to and in favour of Enbridge to keep, observe and perform all covenants, obligations, terms, conditions, representations and warranties of the Biller to and in favour of Enbridge contained in the Open Bill Agreement and arising from and after the date hereof, and acknowledges and agrees that to such extent it shall be bound in all respects and with the same effect as if it were a party to the Open Bill Agreement in the place and stead of the Biller, save and except that in place of any licence to use intellectual property of the Biller, Enbridge shall have a royalty-free non-exclusive license to use the name of the Secured Party and the third party (if any) to the extent necessary to permit Enbridge to perform Billing Services (as defined in the Open Bill Agreement) and its other obligations under the Open Bill Agreement during the period that the assumption effected by this Assumption Notice remains in effect. Enbridge is directed to make to [the Secured Party [or Name of Third Party]] or as it may further direct any payments from time to time otherwise due and payable to the Biller under the Open Bill Agreement.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[NAME OF PRIORITY LIEN HOLDER]

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

[NAME OF THIRD PARTY, IF ANY]

By: \_\_\_\_\_

Name:

Title:

Schedule "C"

TERMINATION NOTICE

**TO:** Enbridge Gas Distribution Inc. ("**Enbridge**")

**RE:** Amended and Restated Open Bill Access Billing and Collection Services Agreement between [**name of the Biller**] (the "**Biller**") and Enbridge Gas Distribution Inc. ("**Enbridge**") dated as of [**relevant date**] (the "**Open Bill Agreement**")

**AND RE:** Consent and Confirmation between [**name of Priority Lien Holder**] (the "**Secured Party**"), Enbridge and the Biller dated as of [**relevant date**] (the "**Consent**")

In accordance with the above Consent, the Secured Party provides this Termination Notice and specifies the date of termination of the Open Bill Agreement to be \_\_\_\_\_, 20\_\_\_\_, the date of expiry of the Term, or current Renewal Term (as each such term is defined in the Open Bill Agreement). Sections 8.8, 8.9 and 8.10 of the Open Bill Agreement shall apply in respect of the termination of the Open Bill Agreement pursuant to this Termination Notice.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[NAME OF PRIORITY LIEN HOLDER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AUTHORIZATION AND DIRECTION**

**TO:** ENBRIDGE GAS DISTRIBUTION INC.

**RE:** Amended and Restated Open Bill Access Billing and Collection Services Agreement between Enbridge Gas Distribution Inc. and EcoHome Financial Inc. (the "**Biller**") made as of the 1<sup>st</sup> day of January, 2019 (the "**Open Bill Agreement**").

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This direction constitutes proper authorization pursuant to Section 4.7.2 of the Open Bill Agreement that Enbridge Gas Distribution Inc. is to set-off payment of the Fee Invoice against payment to the Biller of the Payment Amount under the Open Bill Agreement, until further notice from the Biller to Enbridge Gas Distribution Inc.

DATED Dec 13, 2018.

**ECOHOME FINANCIAL INC.**

Per: *brent houlden*  
brent houlden (Dec 13, 2018)

Name: brent houlden

Title: CEO

I have authority to bind the Corporation.

Tab G

Attached is Exhibit "G" Referred to in the  
AFFIDAVIT OF BRENT HOULDEN  
Sworn before me this 7<sup>th</sup> day of February, 2019



\_\_\_\_\_  
A Commissioner, etc.

SHAKIRA JETTÉ





**BY EMAIL AND COURIER**

September 27, 2017

EcoEnergy Home Services Inc.  
Attn: David Ouyang  
3761 Victoria Park Avenue, Unit #10/11  
Scarborough Ontario M1W 3S3

Dear Mr. Ouyang:

**RE: Amended and Restated Consumer Lease Program Agreement with EcoHome Financial Inc.  
(the "Agreement")**

We are sending you this letter today to address the issues we currently are faced with. Firstly, thank you to you and your team for being responsive and transparent as we work through the issues we continue to discover within the portfolio.

In June, we agreed to restart funding subject to revised business terms. We also agreed that EcoEnergy would receive 50% of the excess buyout proceeds pursuant to the Agreement (subject to confirm from you of the amounts which is still outstanding). We have honoured both of those commitments to date. We agreed to these terms on the condition that any funds collected by you for buyouts would be remitted to us. Unfortunately, this has not yet happened. We have also identified several instances of buy-out arrangements being made between EcoEnergy and customers, as well as between your sub-dealers and customers. None of these monies have been remitted to EcoHome in accordance with the Agreement.

This has become a serious matter under our contract.

We previously communicated to you on several occasions that you are in default of several sections of the Agreement, most notably the fact that you have been accepting buyout funds from customers but have not remitted those funds to us promptly as requested under the Agreement. We refer to section 5.01(d) in the Agreement which states "...If any monies are received otherwise than in compliance with Section 6, the Seller shall receive in trust and punctually pay over to Purchaser all amounts which may from time to time be received by the Seller on account of any Relevant Lease Contract that has been purchased by the Purchaser hereunder."

We have requested on numerous occasions that these funds be remitted to us, but time after time you have failed to do so. The definition of a Termination Event in the Agreement includes "the Seller defaults in the performance or observance of any term of covenant contained in paragraph 5.01(d)..." and "the Seller fails to make any payment or deposit to be made by it hereunder within two Business Days of the date when due". Both of these provisions do not allow for a cure period for the Termination Event to be rectified.



Failing to adhere to the terms of the Agreement results in **you forfeiting your rights to any future cash reserve releases**. Section 2.02 of the Agreement states "...If on the last day of any month the amount in the Cash Reserve Account exceeds the Required Reserve Amount, and provided no termination event or Potential Termination Event has occurred, the Purchaser shall release to the Seller an amount equal to the amounts in excess of the Required Reserve Amount, in the Cash Reserve Account." **This means that in the event of a Termination Event, you will forfeit your rights to any and all future amounts on account of Annual Increases, End of Term Payments, a share of buyout proceeds, or any other amounts that may be credited to the cash reserve over time.**

Further, your sub-dealers or ex-sales people are offering consumers fraudulent buyouts and absconding with the cash. I would ask you to get control now of this operation, and to consider this notice that we have several remedies available to us and we will not hesitate to contact each consumer in our portfolio to take control of the relationship with them on the basis of this breach of contract and dishonest behaviour.

David, the implication of failing to remit buyout funds to us may have been an inadvertent oversight on your part, and while I understand you believe that our reporting to date has not been accurate and that is your rationale for not remitting these amounts (although you have provided no specifics and we have no basis to believe our reports aren't correct otherwise), the Agreement does not contemplate any set off or withholding rights on your part. It is however, very clear on what events occur on a breach by you.

On a without prejudice basis, and without waiving any other rights we may have under the Agreement, we require you to remit to us \$500,000 by Friday September 29<sup>th</sup>, 2017 which will in part cover the amounts you have received on our behalf, but also as a preliminary top of the large reserve deficit which stood at approximately \$2.7 million as of August 31, 2017. Additionally, we will work together on a plan to replenish the reserve deficit as required under the Agreement.


I would be happy to discuss this matter further with you at your earliest convenience- but under no circumstance will we extend our deadline of September 29, 2017. After that date we reserve our rights to fully enforce all remedies available to us under the Agreement.

Yours truly,

Paul Leonard  
CFO  
Dealnet Capital Corp. / EcoHome Financial Inc.

Tab H

Attached is Exhibit "H" Referred to in the  
AFFIDAVIT OF BRENT HOULDEN  
Sworn before me this 7<sup>th</sup> day of February, 2019



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A Commissioner, etc.  
SHAKIRA JOAN

| Comments | EH Lease # | Customer # | Lease Type (Rental/Lease) | Termination Date | Termination Reason | Customer Name | Address    | Internal Notes   | Audit Notes   | Amount Received by EE      | Funds paid by CX (if any) | NBV | Arrears | Interest | Admin Fee | Tax | Funds charged to Reserve | Total Amount Paid | Amount received from (DD/CC/CHQ/EF T) | City             | Province | Postal Code | Monthly Payment | Equipment Cost | Equipment Discr. Lease |                 |
|----------|------------|------------|---------------------------|------------------|--------------------|---------------|------------|--|---|----------------------------|---------------------------|-----|---------|----------|-----------|-----|--------------------------|-------------------|---------------------------------------|------------------|----------|-------------|-----------------|----------------|------------------------|-----------------|
|          | 2016748    | E7522      | RENTAL                    | 02/09/2017       | DEALEREARLYBUYO    | [REDACTED]    | [REDACTED] | Ministry   | Client for \$2000.00 to EE. Bianca checking. Invoice and reserve adjustment   | \$1,000.00                 |                           |     |         |          |           |     |                          |                   |                                       | Windsor          | ON       | N9R1C1      | 90.39           | 6552.14        | Air Conditioner        |                 |
|          | 2016607    | E52031     | RENTAL                    | 27/09/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] | Flat Cancel  | \$4731.96   | \$4,731.96                 |                           |     |         |          |           |     |                          |                   |                                       | Scarborough      | ON       | M1R 2M4     | 45.19           | 3202.68        | Water Treatment System |                 |
| 3        | 2010703    | E70542     | RENTAL                    | 25/01/2017       | WRITEOFF           | [REDACTED]    | [REDACTED] | EE paid a settlement amount and filed a BBB complaint  | Paid EE June 20th, 2018. Need to verify amount to can invoice and post reserve. No remit. Bianca to get back \$2,850.00 Flat Settlement.  | \$2,850.00                 |                           |     |         |          |           |     |                          |                   |                                       | Sault Ste Marie  | ON       | p6b 2r5     | 107.34          | 7780.82        | Air Conditioner        |                 |
|          | 2018046    | E72833     | RENTAL                    | 32/09/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] | EE Legal File  | Bianca to investigate. No Settlement funds  |                            |                           |     |         |          |           |     |                          |                   |                                       | Markham          | ON       | L3R1H6      | 122.98          | 8189.56        | Water Treatment System |                 |
| LR       | 2021133    | E79420     | RENTAL                    | 03/09/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] | Lawyer provided payment for the contract and referred on to Bianca for any other related matters. Did they get bymt and not remit?   | Paid EE \$10,145.23   | \$9,905.00                 |                           |     |         |          |           |     |                          |                   |                                       | Calgary          | AB       | T2C0G5      | 94.49           | 7469.75        | Furnace                |                 |
| 3        | 2018972    | E75979     | RENTAL                    | 02/12/2017       | WRITEOFF           | [REDACTED]    | [REDACTED] | Settled in a settlement agreement for \$200 - no money applied from Reserve. EE Rec'd buyout Nov /18   | \$704.28 total incl 6. Admin 275.00 tax \$12.76. 12 payments of \$500.00 for total of \$6 to EE. Find out what h recovery? May need to adjust reserve. Will check reserve to see if these were applied. Cannot use. | \$7,064.78                 |                           |     |         |          |           |     |                          |                   |                                       | OSHAWA           | ON       | L1J1W3      | 67.8            | 4914.72        | Water Treatment System |                 |
| R        | 2016784    | E73773     | RENTAL                    | 01/09/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] | EE paid buy out to EE and the funds were not sent to EE - Bianca did not respond   | Settled \$3,000   | \$3,000.00                 |                           |     |         |          |           |     |                          |                   |                                       | SAULT STE. MARIE | ON       | P6A 5J3     | 107.34          | 7780.82        | Air Conditioner        |                 |
|          | 2018814    | E74506     | RENTAL                    | 01/09/2017       | DEALEREARLYBUYO    | [REDACTED]    | [REDACTED] |  | Paid EE   | Paid \$12,603.29 - 2/28/17 | \$12,603.29               |     |         |          |           |     |                          |                   |                                       | Calgary          | AB       | T2B0H4      | 199.44          | 15766.24       | Furnace                |                 |
|          | 2013378    | E61504     | RENTAL                    | 20/03/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] | Beyond Provided EE Capt - Requested postponement. Invoice to Ministry for review.  | 10,909.42 Next 275.00   | \$10,909.42                |                           |     |         |          |           |     |                          |                   |                                       | ORELIA           | ON       | L3V2P4      | 101.69          | 7054.15        | Furnace                |                 |
|          | 2019025    | E77246     | RENTAL                    | 01/09/2017       | DEALEREARLYBUYO    | [REDACTED]    | [REDACTED] | Note on file: Pay funder out. Debt reserve, do not terminate EE Res 10%. EE may have collected on this after   | Paid \$5250.00  | \$5,250.00                 |                           |     |         |          |           |     |                          |                   |                                       | Calgary          | AB       | T2B2H8      | 94.40           | 7469.75        | Furnace                |                 |
| R        | 2017194    | E71674     | RENTAL                    | 10/03/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] | customer was moved to a retirement home, we were communicating with a public guardian and legal documents. Last note indicated home went under notice of sale and Bianca sent message unsure if they enforced the NOGI | Court file settled by EE. Need details of funds. As part of home sale, Bianca to get back to us July 2018. Paid to EE. 17,135.42 with tax and NOGI  | \$17,135.42                |                           |     |         |          |           |     |                          |                   |                                       |                  | Windsor  | ON          | N9E2E6          | 96.04          | 6963.7                 | Air Conditioner |
|          | 2022301    | E74039     | RENTAL                    | 31/10/2017       | DEALEREARLYBUYO    | [REDACTED]    | [REDACTED] | 9605 with Taxes in.  | As above  | \$9,805.00                 |                           |     |         |          |           |     |                          |                   |                                       | Thunder Bay      | ON       | P7C5A4      | 96.04           | 6963.7         | Furnace                |                 |
|          | 2022284    | E74939     | RENTAL                    | 23/02/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] | 9605 with Taxes in. 9650.82 as per IP  | 9605 Paid. Flat cancel invoice  | \$0.00                     |                           |     |         |          |           |     |                          |                   |                                       | Thunder Bay      | ON       | P7C5A4      | 96.03           | 6960.81        | Air Conditioner        |                 |
|          | 2013672    | E62368     | RENTAL                    | 27/09/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] |  | Payment of 3649.30 no NOGI  | \$3,649.30                 |                           |     |         |          |           |     |                          |                   |                                       | KITCHENER        | ON       | N9P2W1      | 90.39           | 6270.27        | Furnace                |                 |
|          | 2020739    | E70238     | RENTAL                    | 03/09/2017       | DEALEREARLYBUYO    | [REDACTED]    | [REDACTED] | Flat cancel. Reserve adjustment. Shortfall amount  | 7500 with tax and final 230 (NOGI discount)   | \$7,500.00                 |                           |     |         |          |           |     |                          |                   |                                       | St Catharines    | ON       | L2R7H3      | 180.78          | 13104.28       | Furnace                |                 |
| R        | 2021440    | E81077     | RENTAL                    | 29/09/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] | Customer did payment to EE. EE did not remit fund to EE - fund applied from reserve  | Paid \$9000.00  | \$9,000.00                 |                           |     |         |          |           |     |                          |                   |                                       | Edmonton         | AB       | T5A 3X5     | 99.09           | 7880.63        | Furnace                |                 |
|          | 2021568    | E81077     | RENTAL                    | 29/09/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] |  | Paid \$2000.00  | \$0.00                     |                           |     |         |          |           |     |                          |                   |                                       | Edmonton         | AB       | T5A 3X5     | 104.94          | 8395.46        | Air Conditioner        |                 |
| 2        | 2022534    | E81454     | RENTAL                    | 29/04/2017       | WRITEOFF           | [REDACTED]    | [REDACTED] | Service Alberta complaint cancellation file  | Payment received 23300 + tax + Next 275. Flat cancel invoice and reserve audit  | \$3,795.00                 |                           |     |         |          |           |     |                          |                   |                                       | Edmonton         | AB       | T6B0K1      | 94.49           | 7469.75        | Air Conditioner        |                 |
|          | 2013077    | E56227     | RENTAL                    | 28/02/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] | Buyout \$16,950  | 16,950 incl \$330.00 NOGI   | \$16,950.00                |                           |     |         |          |           |     |                          |                   |                                       | Kitchener        | ON       | N9P1K1      | 180.78          | 12540.54       | Furnace                |                 |
|          | 2018096    | E73020     | RENTAL                    | 29/09/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] | Legal File   | Legal File. Recovered 4265.75 with 275 NOGI, June 25, 2018.   | \$4,265.75                 |                           |     |         |          |           |     |                          |                   |                                       | NORTH YORK       | ON       | M9N1M8      | 67.8            | 4960.28        | Water Treatment System |                 |
|          | 2013325    | E61842     | RENTAL                    | 25/01/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] | Amount applied from reserve - EE may have received payment from Lawyer around Jan. 30, 2017  | \$7,965.37  | \$7,965.37                 |                           |     |         |          |           |     |                          |                   |                                       | SIMCOE           | ON       | N9Y1K0      | 90.39           | 6270.27        | Water Treatment System |                 |
| 3        | 2021350    | E81304     | RENTAL                    | 21/02/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] | Customer buy out paid to EE - Amount went to reserve for flat cancel req Feb. 2, 2017  | Flat cancel request due to buying this one out. Bianca investigating. Paid out to EE. Collected \$4,000.00. We will provide invoice of what the reserve \$8,284.26. EE will send invoice.                           | \$4,000.00                 |                           |     |         |          |           |     |                          |                   |                                       | Edmonton         | AB       | T5A1D1      | 99.09           | 7880.63        | Furnace                |                 |
|          | 2010613    | E52208     | RENTAL                    | 24/01/2017       | DEFAULTRES         | [REDACTED]    | [REDACTED] | Customer buy out paid to EE - Amount went to reserve for flat cancel req Jan 24, 2017  | Paid \$700.00 Hestock fee   | \$700.00                   |                           |     |         |          |           |     |                          |                   |                                       | Toronto          | ON       | M4C3K8      | 45.29           | 3302.64        | Water Treatment System |                 |

Total List 1 2137,993.53

| Source    | EquipHome Lease # | Customer Name     | Customer Address        | Confirm Paid                | Chrs List   |
|-----------|-------------------|-------------------|-------------------------|-----------------------------|-------------|
| Chrs List | 2021355           | Breadin, Kim      | 3008 Lloyd George Blvd. | Advised Chrs they were Paid | \$8,445.47  |
| Chrs List | 2016635           | Romero, Walter    | 34 Greenington Ct       | Advised Chrs they were Paid | \$11,227.46 |
| Chrs List | 2008402           | Somersville, Gord | 108 Henry St            | Advised Chrs they were Paid | \$8,550.32  |
| Chrs List | 2018998           | Dallas, Juan      | 11 Juliette St          | Advised Chrs they were Paid | \$9,098.84  |

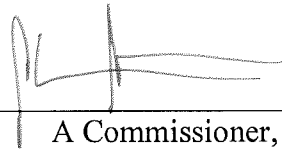
Total Chrs List 217,322.09

Total List 17 Chrs List from 2017 Terminations 2179,303.62

18/1

Tab I

Attached is Exhibit "I" Referred to in the  
AFFIDAVIT OF BRENT HOULDEN  
Sworn before me this 1<sup>st</sup> day of February, 2019



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A Commissioner, etc.

SHAKIRA JOHN

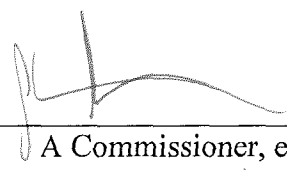
**Eco Energy Home Services Inc.**  
**Lease Reserve Reconciliation**  
**December 31, 2018**  
**(Prepared on January 30, 2019)**

|   | NBV                  |       | Reserve                     |              |
|---|----------------------|-------|-----------------------------|--------------|
| Outstanding Portfolio - Prior to Nov 8, 2014    | 6,052,817.90         | 2.00% | 121,056.36                  |              |
| Outstanding Portfolio - Nov 8, 2014 & after     | 22,092,542.90        | 3.00% | 662,776.29                  |              |
| <b>Required Reserve Balance</b>                 | <u>28,145,360.80</u> |       | <u>783,832.65</u>           | <b>A</b>     |
| Balance in Account at November 30, 2018         |                      |       | -1,266,415.57               |              |
| Reserves Received from New Originations         |                      |       | 0.00                        |              |
| Amounts Charged off related to Bad Debts        |                      |       | 6,102.91                    |              |
| Price Adjustments                               |                      |       | 0.00                        |              |
| Amounts Charged Off in Excess of Funding        |                      |       | 0.00                        |              |
| Escalation                                      |                      |       | 26,585.70                   |              |
| Top Up  |                      |       | 0.00                        |              |
| Other   |                      |       | -3,928.01                   |              |
| Additions - NOSI Fee                            |                      |       | 9,312.00                    |              |
| Amounts Applied to Client Accounts              |                      |       | 0.00                        |              |
| <b>Ending Reserve Balance</b>                   |                      |       | <u>-1,228,342.97</u>        |              |
| Non Performing Assets                           |                      |       | (3,217,774.49)              |              |
| Adjusted Balance                                |                      |       | <u>-4,446,117.46</u>        | <b>B</b>     |
| <b>Excess (Deficiency) at December 31, 2018</b> |                      |       | <u><u>-5,229,950.11</u></u> | <b>B - A</b> |



# Tab J

Attached is Exhibit "J" Referred to in the  
AFFIDAVIT OF BRENT HOULDEN  
Sworn before me this 7<sup>th</sup> day of February, 2019



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A Commissioner, etc.

SHAKIRA JOHN

**Jenaya McLean**

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**From:** Peter Soon <PSoon@ecohomefinancial.com>  
**Sent:** January-10-19 1:25 PM  
**To:** Tony Tam; Bianca Myles-Jansen; David Ouyang  
**Cc:** Brent Houlden; Kathryn Houlden  
**Subject:** FW: Invoices to be Paid  
**Attachments:** Ecohome Legal services\_01042019.pdf; GCY Invoice tracker - EEHS Matters\_01042019.xlsx; GCY invoices - EEHS files\_01042019.pdf

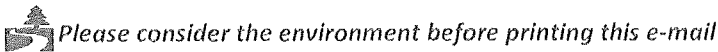
David/Bianca, adding you to this in case Tony is out of the office.

As you will see from the emails below, we have requested payment of \$23,072.85 for legal fees from GCY for enforcement.

Pursuant to our agreement, the funds should have been paid by yesterday latest. Accordingly, please have the cheque prepared in advance of tomorrow's meeting for pickup.

Regards,

Peter Soon  
SVP Operations – Consumer Finance



**From:** Peter Soon  
**Sent:** January-09-19 9:49 AM  
**To:** 'Tony Tam'  
**Subject:** FW: Invoices to be Paid

Hi Tony,

Just following up on this item. As a reminder pursuant to our agreement, you are required to reimburse us for cost and expenses within 3 business days of our request (see "definition of termination event" and section 5.01(h)).

Accordingly, can you arrange for payment today? For your convenience, please see below ACH information:

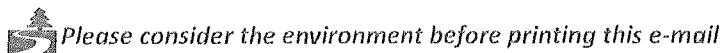
| Ecohome        |  |
|----------------|--|
| Bank           | TD Canada Trust                                |
| Branch Address | 55 King St.W. & Bay St.<br>Toronto, ON M5K 1A2 |
| Transit#       | 10202004                                       |
| Account#       | 5535925  |

Regards,

Peter Soon  
SVP Operations – Consumer Finance



E.& O.E.



**From:** Peter Soon  
**Sent:** January-04-19 5:34 PM  
**To:** 'Tony Tam' <[tony.tam@ecoenergyhs.ca](mailto:tony.tam@ecoenergyhs.ca)>  
**Subject:** RE: Invoices to be Paid

Happy New Year Tony,

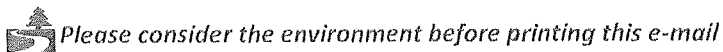
Please see attached next set of legal invoices. Full details attached including original invoices from the law firm and customer details.

Regards,

Peter Soon  
VP Operations – Consumer Finance



E.& O.E.



**From:** Peter Soon  
**Sent:** December-04-18 10:08 AM  
**To:** Tony Tam <[tony.tam@ecoenergyhs.ca](mailto:tony.tam@ecoenergyhs.ca)>  
**Subject:** RE: Invoices to be Paid

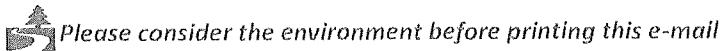
Please see attached.

Regards,

Peter Soon  
VP Operations – Consumer Finance



E.& O.E.



190

**From:** Tony Tam <[tony.tam@ecoenergyhs.ca](mailto:tony.tam@ecoenergyhs.ca)>  
**Sent:** December-03-18 4:59 PM  
**To:** Peter Soon <[PSoon@ecohomefinancial.com](mailto:PSoon@ecohomefinancial.com)>  
**Subject:** RE: Invoices to be Paid

Hi Peter,

Can you provide more detail and what kind of work that Ambrono is doing? Customer name etc.

Thanks

**From:** Peter Soon <[PSoon@ecohomefinancial.com](mailto:PSoon@ecohomefinancial.com)>  
**Sent:** November-29-18 3:56 PM  
**To:** Tony Tam <[tony.tam@ecoenergyhs.ca](mailto:tony.tam@ecoenergyhs.ca)>  
**Subject:** Invoices to be Paid

Tony,


As discussed in our meeting on Friday, please find attached for payment an invoice from EcoHome for Robert Half expenses. The Robert Half expenses were incurred to prepare the first couple of batches of legal packages for EcoEnergy 120 A/R accounts. In accordance with Section 5.01(h) of our agreement with EcoEnergy, please pay forthwith.

Regards,

Peter Soon  
VP Operations – Consumer Finance

 **Dealnet** Capital

E.& O.E.

 *Please consider the environment before printing this e-mail*





**EcoHome**  
FINANCIAL  
FOR A BETTER TOMORROW

**Invoice**

To: **Eco Energy Home Services**  
Unit 10 - 11, 3761 Victoria Park Ave.  
Scarborough, ON M1W 3S3  
Tel: 905-475-6888 Fax: 905-475-6588

Invoice #: **0002**  
Date: **04-Jan-19**  
HST#: **85311 0112 RT0001**  
Terms: **15 Days**

Attention: [tony.fam@ecoenergyhs.ca](mailto:tony.fam@ecoenergyhs.ca)

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**Legal services for 38 accounts**

|                                | Amount in CAD \$           |
|--------------------------------|----------------------------|
| Legal services for 38 accounts | \$ 21,204.16               |
| Sub-Total:                     | <u>\$ 21,204.16</u>        |
| HST                            | \$ 1,868.69                |
| Grand Total:                   | <u><u>\$ 23,072.85</u></u> |

Please remit Payment to  
Eco Home Financial Inc.  
4 King Street West, Suite 1700, Toronto, ON, M5H 1B6







| Contract # | Name       | Matter # | Invoice #(s) | Invoice Date | Fees      | Disbursement     | HST      | Invoice amount | Invoice #2 num. | DJ fee    | DJ Disbursement | HST      | Final Amount |  |  |  |
|------------|------------|----------|--------------|--------------|-----------|------------------|----------|----------------|-----------------|-----------|-----------------|----------|--------------|--|--|--|
| 2017189    | [REDACTED] | 12978    | INV01-7533   | 12-Dec-18    | \$ 250.00 | \$ 295.80        | \$ 35.10 | \$ 580.90      | INV01-7534      | \$ 250.00 | \$ 55.00        | \$ 32.50 | \$ 918.40    |  |  |  |
| 2018386    | [REDACTED] | 12993    | INV01-7544   | 12-Dec-18    | \$ 250.00 | \$ 328.00        | \$ 62.79 | \$ 640.79      | INV01-7605      | \$ 250.00 | \$ 55.00        | \$ 32.50 | \$ 978.29    |  |  |  |
| 2014793    | [REDACTED] | 12980    | INV01-7545   | 12-Dec-18    | \$ 250.00 | \$ 396.00        | \$ 71.63 | \$ 717.63      | INV01-7603      | \$ 250.00 | \$ 55.00        | \$ 32.50 | \$ 1,055.13  |  |  |  |
| 2008553    | [REDACTED] | 13031    | INV01-7537   | 12-Dec-18    | \$ 250.00 | \$ 286.00        | \$ 57.33 | \$ 593.33      |                 |           |                 |          |              |  |  |  |
| 2011763    | [REDACTED] | 13001    | INV01-7517   | 12-Dec-18    | \$ 250.00 | \$ 310.50        | \$ 60.52 | \$ 621.02      |                 |           |                 |          |              |  |  |  |
| 2021243    | [REDACTED] | 12849    | INV01-7521   | 12-Dec-18    | \$ 250.00 | \$ 184.50        | \$ 44.14 | \$ 478.64      |                 |           |                 |          |              |  |  |  |
| 2017065    | [REDACTED] | 12847    | INV01-7548   | 12-Dec-18    | \$ 250.00 | \$ 315.50        | \$ 47.52 | \$ 613.02      |                 |           |                 |          |              |  |  |  |
| 2022006    | [REDACTED] | 13149    | INV01-7575   | 12-Dec-18    | \$ 250.00 | \$ 276.00        | \$ 56.03 | \$ 582.03      |                 |           |                 |          |              |  |  |  |
| 2016787    | [REDACTED] | 12989    | INV01-7529   | 12-Dec-18    | \$ 250.00 | \$ 285.00        | \$ 57.20 | \$ 592.20      |                 |           |                 |          |              |  |  |  |
| 2008915    | [REDACTED] | 12998    | INV01-7530   | 12-Dec-18    | \$ 250.00 | \$ 204.50        | \$ 46.74 | \$ 501.24      |                 |           |                 |          |              |  |  |  |
| 2022382    | [REDACTED] | 12997    | INV01-7504   | 12-Dec-18    | \$ 250.00 | \$ 275.46        | \$ 35.10 | \$ 560.56      |                 |           |                 |          |              |  |  |  |
| 2020135    | [REDACTED] | 12982    | INV01-7518   | 12-Dec-18    | \$ 250.00 | \$ 276.00        | \$ 56.03 | \$ 582.03      |                 |           |                 |          |              |  |  |  |
| 2021940    | [REDACTED] | 13060    | INV01-7523   | 12-Dec-18    | \$ 250.00 | \$ 229.13        | \$ 35.10 | \$ 514.23      |                 |           |                 |          |              |  |  |  |
| 2014908    | [REDACTED] | 12991    | INV01-7522   | 12-Dec-18    | \$ 250.00 | \$ 258.00        | \$ 53.69 | \$ 561.69      |                 |           |                 |          |              |  |  |  |
| 2018164    | [REDACTED] | 13040    | INV01-7520   | 12-Dec-18    | \$ 250.00 | \$ 317.00        | \$ 61.36 | \$ 628.36      |                 |           |                 |          |              |  |  |  |
| 2012089    | [REDACTED] | 12968    | INV01-7514   | 12-Dec-18    | \$ 250.00 | \$ 244.70        | \$ 51.96 | \$ 546.66      |                 |           |                 |          |              |  |  |  |
| 2016791    | [REDACTED] | 13042    | INV01-7515   | 12-Dec-18    | \$ 250.00 | \$ 215.40        | \$ 48.15 | \$ 513.55      |                 |           |                 |          |              |  |  |  |
| 2022338    | [REDACTED] | 12965    | INV01-7516   | 12-Dec-18    | \$ 250.00 | \$ 462.00        | \$ 63.96 | \$ 775.96      |                 |           |                 |          |              |  |  |  |
| 2008241    | [REDACTED] | 13061    | INV01-7512   | 12-Dec-18    | \$ 250.00 | \$ 254.00        | \$ 53.17 | \$ 557.17      |                 |           |                 |          |              |  |  |  |
| 2016831    | [REDACTED] | 12966    | INV01-7511   | 12-Dec-18    | \$ 250.00 | \$ 275.50        | \$ 55.97 | \$ 581.47      |                 |           |                 |          |              |  |  |  |
| 2022677    | [REDACTED] | 12842    | INV01-7501   | 12-Dec-18    | \$ 250.00 | \$ 234.90        | \$ 50.69 | \$ 535.59      |                 |           |                 |          |              |  |  |  |
| 2021488    | [REDACTED] | 12990    | INV01-7502   | 12-Dec-18    | \$ 250.00 | \$ 337.00        | \$ 63.96 | \$ 560.96      |                 |           |                 |          |              |  |  |  |
| 2021685    | [REDACTED] | 12986    | INV01-7505   | 12-Dec-18    | \$ 250.00 | \$ 220.66        | \$ 35.10 | \$ 505.76      |                 |           |                 |          |              |  |  |  |
| 2021746    | [REDACTED] | 13037    | INV01-7507   | 12-Dec-18    | \$ 250.00 | \$ 301.00        | \$ 59.28 | \$ 610.28      |                 |           |                 |          |              |  |  |  |
| 2019664    | [REDACTED] | 13002    | INV01-7500   | 12-Dec-18    | \$ 250.00 | \$ 228.57        | \$ 35.10 | \$ 513.67      |                 |           |                 |          |              |  |  |  |
| 2012053    | [REDACTED] | 12961    | INV01-7536   | 12-Dec-18    | \$ 250.00 | \$ 400.12        | \$ 35.10 | \$ 685.22      |                 |           |                 |          |              |  |  |  |
| 2018021    | [REDACTED] | 12977    | INV01-7535   | 12-Dec-18    | \$ 250.00 | \$ 281.11        | \$ 35.10 | \$ 566.21      |                 |           |                 |          |              |  |  |  |
| 2018153    | [REDACTED] | 13019    | INV01-7539   | 12-Dec-18    | \$ 250.00 | \$ 279.70        | \$ 56.51 | \$ 586.21      |                 |           |                 |          |              |  |  |  |
| 2012107    | [REDACTED] | 12975    | INV01-7538   | 12-Dec-18    | \$ 250.00 | \$ 492.32        | \$ 48.10 | \$ 790.42      |                 |           |                 |          |              |  |  |  |
| 2013152    | [REDACTED] | 12970    | INV01-7543   | 12-Dec-18    | \$ 250.00 | \$ 227.00        | \$ 49.66 | \$ 526.66      |                 |           |                 |          |              |  |  |  |
| 2016672    | [REDACTED] | 12969    | INV01-7528   | 12-Dec-18    | \$ 250.00 | \$ 214.47        | \$ 46.97 | \$ 511.44      |                 |           |                 |          |              |  |  |  |
| 2020978    | [REDACTED] | 12979    | INV01-7527   | 12-Dec-18    | \$ 250.00 | \$ 339.00        | \$ 64.22 | \$ 653.22      |                 |           |                 |          |              |  |  |  |
| 2012000    | [REDACTED] | 12974    | INV01-7526   | 12-Dec-18    | \$ 250.00 | \$ 495.60        | \$ 68.33 | \$ 813.93      |                 |           |                 |          |              |  |  |  |
| 2021025    | [REDACTED] | 12983    | INV01-7557   | 12-Dec-18    | \$ 250.00 | \$ 209.50        | \$ 47.39 | \$ 506.89      |                 |           |                 |          |              |  |  |  |
| 2015395    | [REDACTED] | 13043    | INV01-7559   | 12-Dec-18    | \$ 250.00 | \$ 275.00        | \$ 55.90 | \$ 580.90      |                 |           |                 |          |              |  |  |  |
| 2017806    | [REDACTED] | 13063    | INV01-7546   | 12-Dec-18    | \$ 250.00 | \$ 208.70        | \$ 47.28 | \$ 505.98      |                 |           |                 |          |              |  |  |  |
| 2020150    | [REDACTED] | 12972    | INV01-7578   | 12-Dec-18    | \$ 250.00 | \$ 276.00        | \$ 56.03 | \$ 582.03      |                 |           |                 |          |              |  |  |  |
| 2015361    | [REDACTED] | 12988    | INV01-751    | 12-Dec-18    | \$ 250.00 | No Disbursements | \$ 32.50 | \$ 282.50      |                 |           |                 |          |              |  |  |  |

These are already completed in the litigation process, paid, and or default judgment

Has not been filed or served, no disbursement chages

TOTAL DUE: \$ 23,072.85

1/16/1





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Barristers & Solicitors  
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CANADA

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[W] www.gcylaw.com

IN ACCOUNT WITH  
**Youngman Law Professional Corporation**

INVOICE

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |                                     |             |            |                 |             |      |        |
|--------------|-------------------------------------|-------------|------------|-----------------|-------------|------|--------|
| Account Name | Levata, Peter ats EcoHome Financial |             |            |                 |             |      |        |
| Your Ref     |                                     | Your Tax No | N/A        |                 |             |      |        |
| Our Ref      | MAT12978                            |             | Our Tax No | 833224397RT0001 |             |      |        |
| Account No   | MAT12978/CNT4031                    | Invoice No  | INV01-7533 | Date            | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                         | FE          | Time       | Amount excl HST |             |      |        |

FEEES

|           |   |     |  |           |
|-----------|---|-----|--|-----------|
| 12 Dec 18 | To receipt of Instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your Instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
|-----------|---|-----|--|-----------|

TOTAL FEES \$ 250.00

DISBURSEMENTS

|           |                               |  |  |                  |
|-----------|-------------------------------|--|--|------------------|
| 15 Oct 18 | Court Fees-small claims court |  |  | \$ 95.00 *       |
| 17 Oct 18 | To serve Claim                |  |  | \$ 180.80 **     |
| 12 Dec 18 | Printing and Photocopying     |  |  | \$ 20.00         |
|           | TOTAL DISBURSEMENTS           |  |  | <u>\$ 295.80</u> |

TOTAL FEES AND DISBURSEMENTS \$ 545.80

TOTAL HST @ 13.00% \$ 35.10

TOTAL DUE ON THIS INVOICE \$ 580.90

\* HST Exempt  
\*\* HST Zero-rated

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Account Due When Rendered  
Interest Shall Accrue on Overdue Accounts Pursuant to the Solicitors Act

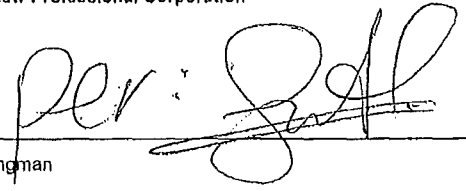
197

|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12978/CNT4031 | Invoice No. | INV01-7533 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           |                              | Total Due        |  |
|------------------|-----------|------------------------------|------------------|--|
| A/R              | \$ 580.90 | Outstanding Invoices         | \$ 0.00          |  |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 580.90        |  |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 580.90        |  |
|                  |           | Less Available Trust         | \$ 0.00          |  |
|                  |           | <b>Total Account Balance</b> | <b>\$ 580.90</b> |  |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

Mark R. Youngman

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IN ACCOUNT WITH  
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**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |                                     |              |             |                  |             |      |        |
|--------------|-------------------------------------|--------------|-------------|------------------|-------------|------|--------|
| Account Name | Levata, Peter ats EcoHome Financial |              |             |                  |             |      |        |
| Your Ref     |                                     | Your Tax No. | N/A         |                  |             |      |        |
| Our Ref      | MAT12978                            |              | Our Tax No. | 833224397RT0001  |             |      |        |
| Account No.  | MAT12978/CNT4031                    | Invoice No.  | INV01-7534  | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                         | FE           | Time        | Amount excl. HST |             |      |        |

**FEEES**

|           |  |     |           |
|-----------|--|-----|-----------|
| 12 Dec 18 | To review file and confirm no defence was served; to draft, prepare, and file requisition to Note In Default with Affidavit of Service; to draft, prepare, and file Default Judgement; to receipt and review of signed Default Judgement; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY | \$ 250.00 |
|           | TOTAL FEES   |     | \$ 250.00 |

**DISBURSEMENTS**

|           |                               |  |            |
|-----------|-------------------------------|--|------------|
| 31 Oct 18 | Court Fees--small claim court |  | \$ 55.00 * |
|           | TOTAL DISBURSEMENTS           |  | \$ 55.00   |
|           | TOTAL FEES AND DISBURSEMENTS  |  | \$ 305.00  |
|           | TOTAL HST @ 13.00%            |  | \$ 32.50   |
|           | TOTAL DUE ON THIS INVOICE     |  | \$ 337.50  |

| Balances         |           | Total Due             |           |
|------------------|-----------|-----------------------|-----------|
| A/R              | \$ 918.40 | Outstanding Invoices  | \$ 580.90 |
| Trust            | \$ 0.00   | Invoice Amount        | \$ 337.50 |
| Investment Trust | \$ 0.00   | Sub Total             | \$ 918.40 |
|                  |           | Less Available Trust  | \$ 0.00   |
|                  |           | Total Account Balance | \$ 918.40 |

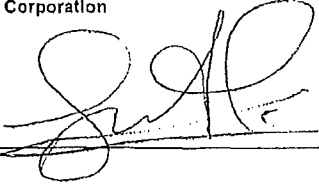
\* HST Exempt

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Account Due When Rendered  
Interest Shall Accrue on Overdue Accounts Pursuant to the Solicitors Act

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|             |                  |             |            |            |             |      |        |
|-------------|------------------|-------------|------------|------------|-------------|------|--------|
| Account No. | MAT12978/CNT4031 | Invoice No. | INV01-7534 | Date       | 12 Dec 2018 | Page | 2 of 2 |
| Code        | Fee Earner       | Time        | Rate/hr    | Total Fees |             |      |        |
| MRY         | Mark R. Youngman | N/A         | N/A        | 250.00     |             |      |        |

Youngman Law Professional Corporation

per: 

Mark R. Youngman

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IN ACCOUNT WITH  
**Youngman Law Professional Corporation**

**INVOICE**

EcoHome Financial Inc.  
 4 King St. West, Suite 1700  
 Toronto, ON, M5H 1B6

|              |  |              |             |                  |             |      |        |
|--------------|--|--------------|-------------|------------------|-------------|------|--------|
| Account Name | St.Pierre, Kimberley & Brian ats EcoHome |              |             |                  |             |      |        |
| Your Ref     |  | Your Tax No. | N/A         |                  |             |      |        |
| Our Ref      | MAT12993                                 |              | Our Tax No. | 833224397RT0001  |             |      |        |
| Account No.  | MAT12993/CNT4031                         | Invoice No.  | INV01-7644  | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                              | FE           | Time        | Amount excl. HST |             |      |        |

**FEES**

|            |   |     |  |           |
|------------|---|-----|--|-----------|
| 12 Dec 18  | To receipt of instructions from client re: issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
| TOTAL FEES |   |     |  | \$ 250.00 |

**DISBURSEMENTS**

|                              |  |  |  |            |
|------------------------------|--|--|--|------------|
| 08 Nov 18                    | Court Fees--small claim court                      |  |  | \$ 95.00 * |
| 23 Nov 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 213.00  |
| 12 Dec 18                    | Printing and Photocopying                          |  |  | \$ 20.00   |
| TOTAL DISBURSEMENTS          |  |  |  | \$ 328.00  |
| TOTAL FEES AND DISBURSEMENTS |  |  |  | \$ 578.00  |
| TOTAL HST @ 13.00%           |  |  |  | \$ 62.79   |
| TOTAL DUE ON THIS INVOICE    |  |  |  | \$ 640.79  |

\* HST Exempt

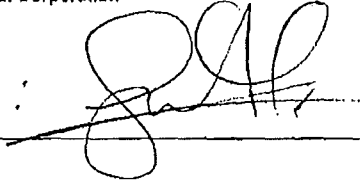
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 Account Due When Rendered  
 Interest Shall Accrue on Overdue Accounts Pursuant to the Solicitors Act

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|                  |                  |             |            |                              |             |                  |        |
|------------------|------------------|-------------|------------|------------------------------|-------------|------------------|--------|
| Account No.      | MAT12993/CNT4031 | Invoice No. | INV01-7544 | Date                         | 12 Dec 2018 | Page             | 2 of 2 |
| Balances         |                  |             |            |                              |             | Total Due        |        |
| A/R              |                  | \$ 640.79   |            | Outstanding Invoices         |             | \$ 0.00          |        |
| Trust            |                  | \$ 0.00     |            | Invoice Amount               |             | \$ 640.79        |        |
| Investment Trust |                  | \$ 0.00     |            | Sub Total                    |             | \$ 640.79        |        |
|                  |                  |             |            | Less Available Trust         |             | \$ 0.00          |        |
|                  |                  |             |            | <b>Total Account Balance</b> |             | <b>\$ 640.79</b> |        |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

Per: 

---

Mark R. Youngman

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IN ACCOUNT WITH  
**Youngman Law Professional Corporation**

**INVOICE**

EcoHome Financial Inc.  
 4 King St. West, Suite 1700  
 Toronto, ON, M5H 1B6

|              |   |              |                 |                  |             |      |        |
|--------------|---|--------------|-----------------|------------------|-------------|------|--------|
| Account Name | St. Pierre, Kimberley & Brian ats EcoHome |              |                 |                  |             |      |        |
| Your Ref     |   | Your Tax No. | N/A             |                  |             |      |        |
| Our Ref.     | MAT12993                                  | Our Tax No.  | 833224397RT0001 |                  |             |      |        |
| Account No.  | MAT12993/CNT4031                          | Invoice No.  | INV01-7605      | Date             | 14 Dec 2018 | Page | 1 of 2 |
| Date         | Description                               | FE           | Time            | Amount excl. HST |             |      |        |

**FEES**

14 Dec 18 To review file and confirm no defence was served; to draft, prepare, and file requisition to Note In Default with Affidavit of Service; to draft, prepare, and file Default Judgement; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. MRY \$ 250.00

**TOTAL FEES** \$ 250.00

**DISBURSEMENTS**

13 Dec 18 Court Fees--small claim court \$ 55.00 \*

**TOTAL DISBURSEMENTS** \$ 55.00

**TOTAL FEES AND DISBURSEMENTS** \$ 305.00

**TOTAL HST @ 13.00%** \$ 32.50

**TOTAL DUE ON THIS INVOICE** \$ 337.50

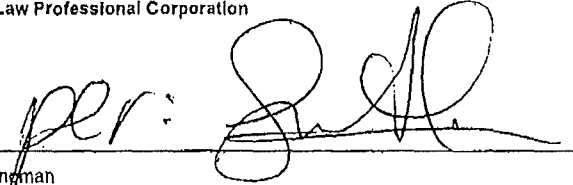
| Balances         |           | Total Due                    |                         |
|------------------|-----------|------------------------------|-------------------------|
| AVR              | \$ 978.29 | Outstanding Invoices         | \$ 640.79               |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 337.50               |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 978.29               |
|                  |           | Less Available Trust         | \$ 0.00                 |
|                  |           | <b>Total Account Balance</b> | <u><u>\$ 978.29</u></u> |

\* HST Exempt

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|             |                  |             |            |            |             |      |        |
|-------------|------------------|-------------|------------|------------|-------------|------|--------|
| Account No. | MAT12993/CNT4031 | Invoice No. | INV01-7605 | Date       | 14 Dec 2018 | Page | 2 of 2 |
| Code        | Fee Earner       | Time        | Rate/hr    | Total Fees |             |      |        |
| MRY         | Mark R. Youngman | N/A         | N/A        | 250.00     |             |      |        |

Youngman Law Professional Corporation

per:   
\_\_\_\_\_  
Mark R. Youngman

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**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|               |                                       |               |                 |                  |             |       |        |
|---------------|---------------------------------------|---------------|-----------------|------------------|-------------|-------|--------|
| Account Name: | Hachey, Michael ats EcoHome Financial |               |                 |                  |             |       |        |
| Your Ref:     |                                       | Your Tax No.: | N/A             |                  |             |       |        |
| Our Ref.:     | MAT12980                              | Our Tax No.:  | 833224397RT0001 |                  |             |       |        |
| Account No.:  | MAT12980/CNT4031                      | Invoice No.:  | INV01-7545      | Date:            | 12 Dec 2018 | Page: | 1 of 2 |
| Date:         | Description:                          | FE            | Time            | Amount excl. HST |             |       |        |

**FEES**

|            |   |     |           |
|------------|---|-----|-----------|
| 12 Dec 18  | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of Issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY | \$ 250.00 |
| TOTAL FEES |   |     | \$ 250.00 |

**DISBURSEMENTS**

|                              |  |            |
|------------------------------|--|------------|
| 08 Nov 18                    | Court Fees--small claim court                      | \$ 95.00 * |
| 23 Nov 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. | \$ 281.00  |
| 12 Dec 18                    | Printing and Photocopying                          | \$ 20.00   |
| TOTAL DISBURSEMENTS          |  | \$ 396.00  |
| TOTAL FEES AND DISBURSEMENTS |  | \$ 646.00  |
| TOTAL HST @ 13.00%           |  | \$ 71.63   |
| TOTAL DUE ON THIS INVOICE    |  | \$ 717.63  |

\* HST Exempt

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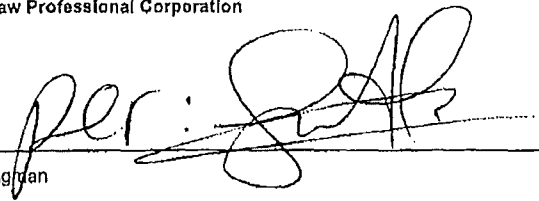
205

|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12980/CNT4031 | Invoice No. | INV01-7545 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                    |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 717.63 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 717.63        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 717.63        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 717.63</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

Mark R. Youngman

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In Association

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Toronto, Ontario, M5H 2M5  
CANADA

[P] 416-363-3351  
[F] 416-363-0252  
[W] www.gcylaw.com

IN ACCOUNT WITH  
**Youngman Law Professional Corporation**

**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |                                       |              |                 |                  |             |      |        |
|--------------|---------------------------------------|--------------|-----------------|------------------|-------------|------|--------|
| Account Name | Hachey, Michael ats EcoHome Financial |              |                 |                  |             |      |        |
| Your Ref     |                                       | Your Tax No. | N/A             |                  |             |      |        |
| Our Ref      | MAT12980                              | Our Tax No.  | 833224397RT0001 |                  |             |      |        |
| Account No.  | MAT12980/CNT4031                      | Invoice No.  | INV01-7603      | Date             | 14 Dec 2018 | Page | 1 of 2 |
| Date         | Description                           | FE           | Time            | Amount excl. HST |             |      |        |

**FEES**

|            |   |     |           |
|------------|---|-----|-----------|
| 14 Dec 18  | To review file and confirm no defence was served; to draft, prepare, and file requisition to Note in Default with Affidavit of Service; to draft, prepare, and file Default Judgement; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY | \$ 250.00 |
| TOTAL FEES |   |     | \$ 250.00 |

**DISBURSEMENTS**

|                              |                               |            |
|------------------------------|-------------------------------|------------|
| 13 Dec 18                    | Court Fees--small claim court | \$ 55.00 * |
| TOTAL DISBURSEMENTS          |                               | \$ 55.00   |
| TOTAL FEES AND DISBURSEMENTS |                               | \$ 305.00  |
| TOTAL HST @ 13.00%           |                               | \$ 32.50   |
| TOTAL DUE ON THIS INVOICE    |                               | \$ 337.50  |

| Balances         |             | Total Due                    |                    |
|------------------|-------------|------------------------------|--------------------|
| A/R              | \$ 1,055.13 | Outstanding Invoices         | \$ 717.63          |
| Trust            | \$ 0.00     | Invoice Amount               | \$ 337.50          |
| Investment Trust | \$ 0.00     | Sub Total                    | \$ 1,055.13        |
|                  |             | Less Available Trust         | \$ 0.00            |
|                  |             | <b>Total Account Balance</b> | <b>\$ 1,055.13</b> |

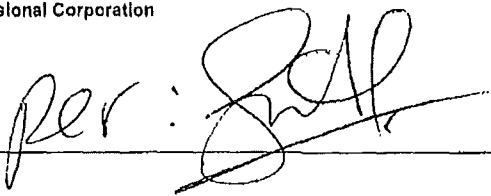
\* HST Exempt

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Interest Shall Accrue on Overdue Accounts Pursuant to the Solicitors Act

207

|             |                  |             |            |             |             |      |        |
|-------------|------------------|-------------|------------|-------------|-------------|------|--------|
| Account No. | MAT12980/CNT4031 | Invoice No. | INV01-7603 | Date        | 14 Dec 2018 | Page | 2 of 2 |
| Code        | Fee Earner       | Time        | Rate/hr    | Total Fees: |             |      |        |
| MRY         | Mark R. Youngman | N/A         | N/A        | 250.00      |             |      |        |

Youngman Law Professional Corporation

per: 

Mark R. Youngman

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|              |                                       |             |                 |                  |             |             |
|--------------|---------------------------------------|-------------|-----------------|------------------|-------------|-------------|
| Account Name | Belknap, Donald ats EcoHome Financial |             |                 |                  |             |             |
| Your Ref     |                                       | Your Tax No | N/A             |                  |             |             |
| Our Ref      | MAT13031                              | Our Tax No  | 833224397RT0001 |                  |             |             |
| Account No   | MAT13031/CNT4031                      | Invoice No  | INV01-7537      | Date             | 12 Dec 2018 | Page 1 of 2 |
| Date         | Description                           | FE          | Time            | Amount excl. HST |             |             |

**FEES**

|           |   |     |           |
|-----------|---|-----|-----------|
| 12 Dec 18 | To receipt of instructions from client re: issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY | \$ 250.00 |
|-----------|---|-----|-----------|

TOTAL FEES \$ 250.00

**DISBURSEMENTS**

|           |  |                  |
|-----------|--|------------------|
| 26 Oct 18 | Small Claims Court Fee                             | \$ 95.00 *       |
| 09 Nov 18 | Paid to Hamilton-Toronto Area Process Serving Inc. | \$ 171.00        |
| 12 Dec 18 | Printing and Photocopying                          | \$ 20.00         |
|           | <b>TOTAL DISBURSEMENTS</b>                         | <b>\$ 286.00</b> |

TOTAL FEES AND DISBURSEMENTS \$ 536.00

TOTAL HST @ 13.00% \$ 57.33

**TOTAL DUE ON THIS INVOICE** **\$ 593.33**

\* HST Exempt

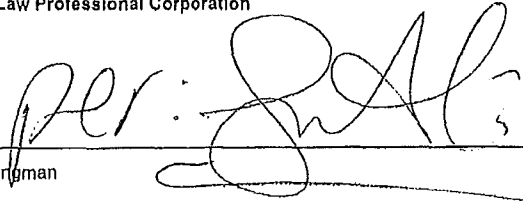
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|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT13031/CNT4031 | Invoice No. | INV01-7537 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                              |
|------------------|-----------|--|
| A/R              | \$ 593.33 | Outstanding Invoices \$ 0.00           |
| Trust            | \$ 0.00   | Invoice Amount \$ 593.33               |
| Investment Trust | \$ 0.00   | Sub Total \$ 593.33                    |
|                  |           | Less Available Trust \$ 0.00           |
|                  |           | <b>Total Account Balance \$ 593.33</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

Mark R. Youngman

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|               |  |               |                 |                  |             |              |
|---------------|--|---------------|-----------------|------------------|-------------|--------------|
| Account Name: | Chidambaran, Kunju ats EcoHome Financial |               |                 |                  |             |              |
| Your Ref:     |  | Your Tax No.: | N/A             |                  |             |              |
| Our Ref:      | MAT13001                                 | Our Tax No.:  | 833224397RT0001 |                  |             |              |
| Account No.:  | MAT13001/CNT4031                         | Invoice No.:  | INV01-7517      | Date:            | 12 Dec 2018 | Page: 1 of 2 |
| Date          | Description                              | FE            | Time            | Amount excl. HST |             |              |

**FEEES**

|           |   |     |                  |
|-----------|---|-----|------------------|
| 12 Dec 18 | To receipt of instructions from client re: issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY | \$ 250.00        |
|           | <b>TOTAL FEES</b>   |     | <u>\$ 250.00</u> |

**DISBURSEMENTS**

|           |  |  |                         |
|-----------|--|--|-------------------------|
| 25 Oct 18 | Small Claims Court Fee                             |  | \$ 95.00 *              |
| 08 Nov 18 | Paid to Hamilton-Toronto Area Process Serving Inc. |  | \$ 195.50               |
| 12 Dec 18 | Printing and Photocopying                          |  | \$ 20.00                |
|           | <b>TOTAL DISBURSEMENTS</b>                         |  | <u>\$ 310.50</u>        |
|           | <b>TOTAL FEES AND DISBURSEMENTS</b>                |  | \$ 560.50               |
|           | <b>TOTAL HST @ 13.00%</b>                          |  | \$ 60.52                |
|           | <b>TOTAL DUE ON THIS INVOICE</b>                   |  | <u><u>\$ 621.02</u></u> |

\* HST Exempt

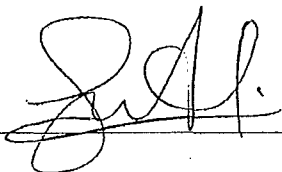
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|            |                  |            |            |      |             |      |        |
|------------|------------------|------------|------------|------|-------------|------|--------|
| Account No | MAT13001/CNT4031 | Invoice No | INV01-7517 | Date | 12 Dec 2018 | Page | 2 of 2 |
|------------|------------------|------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                    |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 621.02 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 621.02        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 621.02        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 621.02</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

Mark R. Youngman

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EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |   |              |                 |                  |             |      |        |
|--------------|---|--------------|-----------------|------------------|-------------|------|--------|
| Account Name | Reid, Bessie ats EcoHome Financial Inc. |              |                 |                  |             |      |        |
| Your Ref     |   | Your Tax No. | N/A             |                  |             |      |        |
| Our Ref      | MAT12849                                | Our Tax No.  | 833224397RT0001 |                  |             |      |        |
| Account No.  | MAT12849/CNT4031                        | Invoice No.  | INV01-7521      | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                             | FE           | Time            | Amount excl. HST |             |      |        |

FEES

|           |   |     |  |           |
|-----------|---|-----|--|-----------|
| 12 Dec 18 | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
|-----------|---|-----|--|-----------|

TOTAL FEES

\$ 250.00

DISBURSEMENTS

|           |  |  |  |            |
|-----------|--|--|--|------------|
| 21 Sep 18 | Court Fees   |  |  | \$ 95.00 * |
| 27 Sep 18 | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 69.50   |
| 12 Dec 18 | Printing and Photocopying                          |  |  | \$ 20.00   |
|           | TOTAL DISBURSEMENTS                                |  |  | \$ 184.50  |

TOTAL FEES AND DISBURSEMENTS

\$ 434.50

TOTAL HST @ 13.00%

\$ 44.14

TOTAL DUE ON THIS INVOICE

\$ 478.64

\* HST Exempt

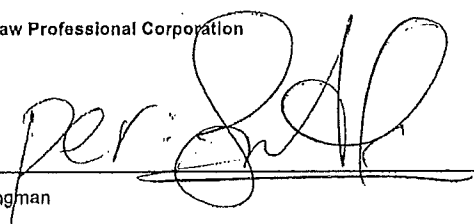
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|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12849/CNT4031 | Invoice No. | INV01-7521 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           |                              | Total Due        |  |
|------------------|-----------|------------------------------|------------------|--|
| A/R              | \$ 478.64 | Outstanding Invoices         | \$ 0.00          |  |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 478.64        |  |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 478.64        |  |
|                  |           | Less Available Trust         | \$ 0.00          |  |
|                  |           | <b>Total Account Balance</b> | <b>\$ 478.64</b> |  |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

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Mark R. Youngman

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|              |   |             |            |                  |                 |      |        |
|--------------|---|-------------|------------|------------------|-----------------|------|--------|
| Account Name | Cote, Roch & Justin ats EcoHome Financial |             |            |                  |                 |      |        |
| Your Ref     |   |             |            | Your Tax No.     | N/A             |      |        |
| Our Ref      | MAT12972                                  |             |            | Our Tax No.      | 833224397RT0001 |      |        |
| Account No.  | MAT12972/CNT4031                          | Invoice No. | INV01-7578 | Date             | 13 Dec 2018     | Page | 1 of 2 |
| Date         | Description                               | FE          | Time       | Amount excl. HST |                 |      |        |

**FEES**

|            |   |     |                  |
|------------|---|-----|------------------|
| 13 Dec 18  | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY | \$ 250.00        |
| TOTAL FEES |   |     | <u>\$ 250.00</u> |

**DISBURSEMENTS**

|                              |  |                         |
|------------------------------|--|-------------------------|
| 06 Nov 18                    | Court Fees--small claim court                      | \$ 95.00 *              |
| 14 Nov 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. | \$ 161.00               |
| 13 Dec 18                    | Printing and Photocopying                          | \$ 20.00                |
| TOTAL DISBURSEMENTS          |  | <u>\$ 276.00</u>        |
| TOTAL FEES AND DISBURSEMENTS |  | \$ 526.00               |
| TOTAL HST @ 13.00%           |  | \$ 56.03                |
| TOTAL DUE ON THIS INVOICE    |  | <u><u>\$ 582.03</u></u> |

\* HST Exempt

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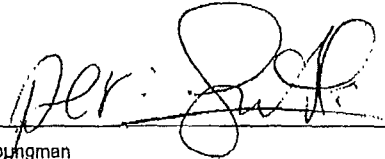
215

|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12972/CNT4031 | Invoice No. | INV01-7678 | Date | 13 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           |                              | Total Due        |  |
|------------------|-----------|------------------------------|------------------|--|
| A/R              | \$ 582.03 | Outstanding Invoices         | \$ 0.00          |  |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 582.03        |  |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 582.03        |  |
|                  |           | Less Available Trust         | \$ 0.00          |  |
|                  |           | <b>Total Account Balance</b> | <b>\$ 582.03</b> |  |

| Cqde | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

Per: 

Mark R. Youngman

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|              |   |             |            |                  |                 |      |        |
|--------------|---|-------------|------------|------------------|-----------------|------|--------|
| Account Name | Mitchell, Lucille ats EcoHome Financial |             |            |                  |                 |      |        |
| Your Ref     |   |             |            | Your Tax No.     | N/A             |      |        |
| Our Ref      | MAT13063                                |             |            | Our Tax No.      | 833224397RT0001 |      |        |
| Account No.  | MAT13063/CNT4031                        | Invoice No. | INV01-7548 | Date             | 12 Dec 2018     | Page | 1 of 2 |
| Date         | Description                             | FE          | Time       | Amount excl. HST |                 |      |        |

**FEEES**

|           |   |     |  |           |
|-----------|---|-----|--|-----------|
| 12 Dec 18 | To receipt of instructions from client re: issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
|-----------|---|-----|--|-----------|

TOTAL FEES

\$ 250.00

**DISBURSEMENTS**

|           |  |  |  |            |
|-----------|--|--|--|------------|
| 07 Nov 18 | Court Fees—small claim court                       |  |  | \$ 95.00 * |
| 09 Nov 18 | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 93.70   |
| 12 Dec 18 | Printing and Photocopying                          |  |  | \$ 20.00   |
|           | TOTAL DISBURSEMENTS                                |  |  | \$ 208.70  |

TOTAL FEES AND DISBURSEMENTS

\$ 458.70

TOTAL HST @ 13.00%

\$ 47.28

TOTAL DUE ON THIS INVOICE

\$ 505.98

\* HST Exempt

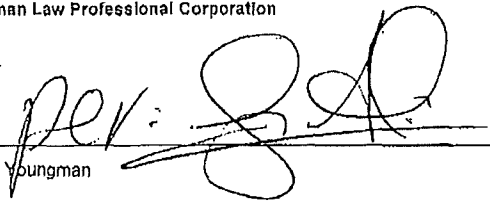
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|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT13063/CNT4031 | Invoice No. | INV01-7546 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                    |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 505.98 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 505.98        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 505.98        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 505.98</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

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 \_\_\_\_\_  
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|              |                                     |              |                 |                  |             |      |        |
|--------------|-------------------------------------|--------------|-----------------|------------------|-------------|------|--------|
| Account Name | Touma, Helene ats EcoHome Financial |              |                 |                  |             |      |        |
| Your Ref     |                                     | Your Tax No. | N/A             |                  |             |      |        |
| Our Ref      | MAT13043                            | Our Tax No.  | 833224397RT0001 |                  |             |      |        |
| Account No.  | MAT13043/CNT4031                    | Invoice No.  | INV01-7559      | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                         | FE           | Time            | Amount excl. HST |             |      |        |

FEES

|            |   |     |  |           |
|------------|---|-----|--|-----------|
| 12 Dec 18  | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
| TOTAL FEES |   |     |  | \$ 250.00 |

DISBURSEMENTS

|                              |  |  |  |            |
|------------------------------|--|--|--|------------|
| 16 Nov 18                    | Court Fees--small claim court                      |  |  | \$ 95.00 * |
| 26 Nov 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 160.00  |
| 12 Dec 18                    | Printing and Photocopying                          |  |  | \$ 20.00   |
| TOTAL DISBURSEMENTS          |  |  |  | \$ 275.00  |
| TOTAL FEES AND DISBURSEMENTS |  |  |  | \$ 525.00  |
| TOTAL HST @ 13.00%           |  |  |  | \$ 55.90   |
| TOTAL DUE ON THIS INVOICE    |  |  |  | \$ 580.90  |

\* HST Exempt

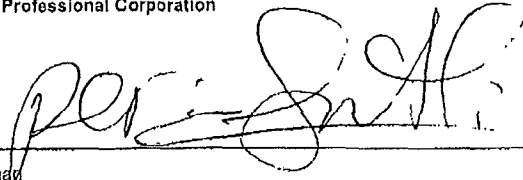
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Interest Shall Accrue on Overdue Accounts Pursuant to the Solicitors Act

219

|                  |                  |             |            |                              |             |           |                  |
|------------------|------------------|-------------|------------|------------------------------|-------------|-----------|------------------|
| Account No.      | MAT13043/CNT4031 | Invoice No. | INV01-7559 | Date                         | 12 Dec 2018 | Page      | 2 of 2           |
| Balances         |                  |             |            |                              |             | Total Due |                  |
| A/R              |                  | \$ 580.90   |            | Outstanding invoices         |             |           | \$ 0.00          |
| Trust            |                  | \$ 0.00     |            | Invoice Amount               |             |           | \$ 580.90        |
| Investment Trust |                  | \$ 0.00     |            | Sub Total                    |             |           | \$ 580.90        |
|                  |                  |             |            | Less Available Trust         |             |           | \$ 0.00          |
|                  |                  |             |            | <b>Total Account Balance</b> |             |           | <b>\$ 580.90</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

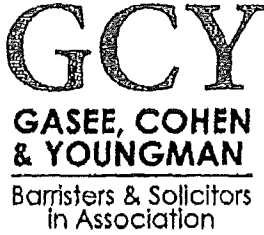


Mark R. Youngman

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IN ACCOUNT WITH  
**Youngman Law Professional Corporation**

**INVOICE**

EcoHome Financial Inc.  
 4 King St. West, Suite 1700  
 Toronto, ON, M5H 1B6

|               |  |               |                 |                  |             |       |        |
|---------------|--|---------------|-----------------|------------------|-------------|-------|--------|
| Account Name: | Ginn, Lindsay & Hiscock, Theresa ats EcoHome Financial |               |                 |                  |             |       |        |
| Your Ref:     |  | Your Tax No.: | N/A             |                  |             |       |        |
| Our Ref:      | MAT12983   | Our Tax No.:  | 833224397RT0001 |                  |             |       |        |
| Account No.:  | MAT12983/CNT4031                                       | Invoice No.:  | INV01-7557      | Date:            | 12 Dec 2018 | Page: | 1 of 2 |
| Date:         | Description:   | FE            | Time            | Amount excl. HST |             |       |        |

**FEEs**

|            |   |     |           |
|------------|---|-----|-----------|
| 12 Dec 18  | To receipt of Instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your Instructions to Issue Statement of Claim; to Issue Statement of Claim at court; to receipt and review of Issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY | \$ 250.00 |
| TOTAL FEES |   |     | \$ 250.00 |

**DISBURSEMENTS**

|                              |  |            |
|------------------------------|--|------------|
| 05 Oct 18                    | Court Fees   | \$ 95.00 * |
| 11 Oct 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. | \$ 94.50   |
| 12 Dec 18                    | Printing and Photocopying                          | \$ 20.00   |
| TOTAL DISBURSEMENTS          |  | \$ 209.50  |
| TOTAL FEES AND DISBURSEMENTS |  | \$ 459.50  |
| TOTAL HST @ 13.00%           |  | \$ 47.39   |
| TOTAL DUE ON THIS INVOICE    |  | \$ 506.89  |

\* HST Exempt

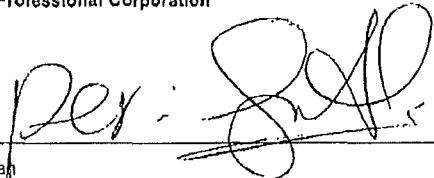
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|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12983/CNT4031 | Invoice No. | INV01-7557 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                    |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 506.89 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 506.89        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 506.89        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 506.89</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per:   
 \_\_\_\_\_  
 Mark R. Youngman

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IN ACCOUNT WITH  
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**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |                                     |             |            |                  |              |                 |        |
|--------------|-------------------------------------|-------------|------------|------------------|--------------|-----------------|--------|
| Account Name | Teal, Barbara ats EcoHome Financial |             |            |                  |              |                 |        |
| Your Ref     |                                     |             |            |                  | Your Tax No. | N/A             |        |
| Our Ref      | MAT12974                            |             |            |                  | Our Tax No.  | 833224397RT0001 |        |
| Account No.  | MAT12974/CNT4031                    | Invoice No. | INV01-7526 | Date             | 12 Dec 2018  | Page            | 1 of 2 |
| Date         | Description                         | FE          | Time       | Amount excl. HST |              |                 |        |

**FEES**

|                   |   |     |  |                  |
|-------------------|---|-----|--|------------------|
| 12 Dec 18         | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your Instructions to Issue Statement of Claim; to Issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00        |
| <b>TOTAL FEES</b> |   |     |  | <b>\$ 250.00</b> |

**DISBURSEMENTS**

|                                     |  |  |  |                  |
|-------------------------------------|--|--|--|------------------|
| 19 Nov 18                           | Statement of Claim                                 |  |  | \$ 220.00 *      |
| 19 Nov 18                           | LSUC Litigation Levy                               |  |  | \$ 100.00        |
| 23 Nov 18                           | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 155.60        |
| 12 Dec 18                           | Printing and Photocopying                          |  |  | \$ 20.00         |
| <b>TOTAL DISBURSEMENTS</b>          |  |  |  | <b>\$ 495.60</b> |
| <b>TOTAL FEES AND DISBURSEMENTS</b> |  |  |  | <b>\$ 745.60</b> |
| <b>TOTAL HST @ 13.00%</b>           |  |  |  | <b>\$ 68.33</b>  |
| <b>TOTAL DUE ON THIS INVOICE</b>    |  |  |  | <b>\$ 813.93</b> |

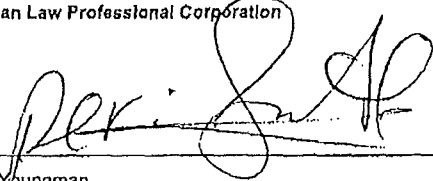
\* HST Exempt

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|                  |                  |             |            |                              |             |           |                  |
|------------------|------------------|-------------|------------|------------------------------|-------------|-----------|------------------|
| Account No.      | MAT12974/CNT4031 | Invoice No. | INV01-7526 | Date                         | 12 Dec 2018 | Page      | 2 of 2           |
| Balances         |                  |             |            |                              |             | Total Due |                  |
| A/R              |                  | \$ 813.93   |            | Outstanding Invoices         |             |           | \$ 0.00          |
| Trust            |                  | \$ 0.00     |            | Invoice Amount               |             |           | \$ 813.93        |
| Investment Trust |                  | \$ 0.00     |            | Sub Total                    |             |           | \$ 813.93        |
|                  |                  |             |            | Less Available Trust         |             |           | \$ 0.00          |
|                  |                  |             |            | <b>Total Account Balance</b> |             |           | <b>\$ 813.93</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

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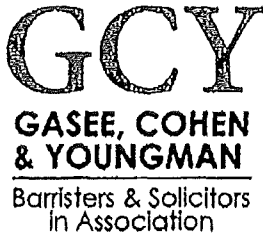

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Mark R. Youngman

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IN ACCOUNT WITH  
**Youngman Law Professional Corporation**

**INVOICE**

EcoHome Financial Inc.  
 4 King St. West, Suite 1700  
 Toronto, ON, M5H 1B6

|              |  |              |                 |                  |             |      |        |
|--------------|--|--------------|-----------------|------------------|-------------|------|--------|
| Account Name | Mattar, Moodle & AbO-Jazar, Bidaya ats EcoHome Financial |              |                 |                  |             |      |        |
| Your Ref     |  | Your Tax No. | N/A             |                  |             |      |        |
| Our Ref      | MAT12979   | Our Tax No.  | 833224397RT0001 |                  |             |      |        |
| Account No.  | MAT12979/CNT4031   | Invoice No.  | INV01-7527      | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description  | FE           | Time            | Amount excl. HST |             |      |        |

**FEES**

|                   |   |     |                  |
|-------------------|---|-----|------------------|
| 12 Dec 18         | To receipt of instructions from client re: issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY | \$ 250.00        |
| <b>TOTAL FEES</b> |   |     | <b>\$ 250.00</b> |

**DISBURSEMENTS**

|                                     |  |                  |
|-------------------------------------|--|------------------|
| 30 Nov 18                           | Court Fees--small claim court                      | \$ 95.00 *       |
| 10 Dec 18                           | Paid to Hamilton-Toronto Area Process Serving Inc. | \$ 224.00        |
| 12 Dec 18                           | Printing and Photocopying                          | \$ 20.00         |
| <b>TOTAL DISBURSEMENTS</b>          |  | <b>\$ 339.00</b> |
| <b>TOTAL FEES AND DISBURSEMENTS</b> |  | <b>\$ 589.00</b> |
| <b>TOTAL HST @ 13.00%</b>           |  | <b>\$ 64.22</b>  |
| <b>TOTAL DUE ON THIS INVOICE</b>    |  | <b>\$ 653.22</b> |

\* HST Exempt

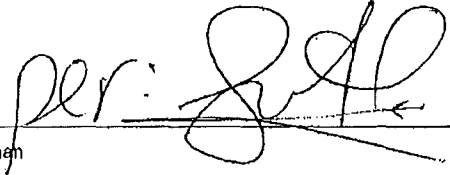
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|             |                  |             |            |      |             |           |        |
|-------------|------------------|-------------|------------|------|-------------|-----------|--------|
| Account No. | MAT12979/CNT4031 | Invoice No. | INV01-7527 | Date | 12 Dec 2018 | Page      | 2 of 2 |
| Balances    |                  |             |            |      |             | Total Due |        |

|                  |           |                              |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 653.22 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 653.22        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 653.22        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 653.22</b> |

| Code | Fee Eamer        | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

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Mark R. Youngman

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IN ACCOUNT WITH  
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**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |                                   |              |                 |                  |             |      |        |
|--------------|-----------------------------------|--------------|-----------------|------------------|-------------|------|--------|
| Account Name | Lim, Savath ats EcoHome Fianacial |              |                 |                  |             |      |        |
| Your Ref     |                                   | Your Tax No. | N/A             |                  |             |      |        |
| Our Ref      | MAT12969                          | Our Tax No.  | 833224397RT0001 |                  |             |      |        |
| Account No.  | MAT12969/CNT4031                  | Invoice No.  | INV01-7628      | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                       | FE           | Time            | Amount excl. HST |             |      |        |

**FEES**

|            |   |     |  |                  |
|------------|---|-----|--|------------------|
| 15 Nov 18  | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00        |
| TOTAL FEES |   |     |  | <u>\$ 250.00</u> |

**DISBURSEMENTS**

|                              |  |  |  |                         |
|------------------------------|--|--|--|-------------------------|
| 11 Nov 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 91.30                |
| 12 Nov 18                    | claim served                                       |  |  | \$ 103.17 **            |
| 12 Dec 18                    | Printing and Photocopying                          |  |  | \$ 20.00                |
| TOTAL DISBURSEMENTS          |  |  |  | <u>\$ 214.47</u>        |
| TOTAL FEES AND DISBURSEMENTS |  |  |  | \$ 464.47               |
| TOTAL HST @ 13.00%           |  |  |  | \$ 46.97                |
| TOTAL DUE ON THIS INVOICE    |  |  |  | <u><u>\$ 511.44</u></u> |

\*\* HST Zero-rated

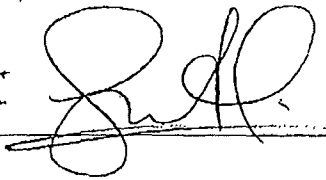
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|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12969/CNT4031 | Invoice No. | INV01-7528 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                    |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 511.44 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 511.44        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 511.44        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 511.44</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

Mark R. Youngman

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**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

| Account Name | Dong, Sungbin ats EcoHome Financial |              |                 |                  |             |             |
|--------------|-------------------------------------|--------------|-----------------|------------------|-------------|-------------|
| Your Ref     |                                     | Your Tax No. | N/A             |                  |             |             |
| Our Ref      | MAT12970                            | Our Tax No.  | 633224397RT0001 |                  |             |             |
| Account No.  | MAT12970/CNT4031                    | Invoice No.  | INV01-7543      | Date             | 12 Dec 2018 | Page 1 of 2 |
| Date         | Description                         | FE           | Time            | Amount excl. HST |             |             |

**FEEs**

|            |   |     |  |                  |
|------------|---|-----|--|------------------|
| 12 Dec 18  | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00        |
| TOTAL FEES |   |     |  | <u>\$ 250.00</u> |

**DISBURSEMENTS**

|                              |  |  |  |                  |
|------------------------------|--|--|--|------------------|
| 07 Nov 18                    | Court Fees--small claim court                      |  |  | \$ 95.00 *       |
| 15 Nov 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 112.00        |
| 12 Dec 18                    | Printing and Photocopying                          |  |  | \$ 20.00         |
| TOTAL DISBURSEMENTS          |  |  |  | <u>\$ 227.00</u> |
| TOTAL FEES AND DISBURSEMENTS |  |  |  | \$ 477.00        |
| TOTAL HST @ 13.00%           |  |  |  | \$ 49.66         |
| TOTAL DUE ON THIS INVOICE    |  |  |  | <u>\$ 526.66</u> |

\* HST Exempt

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239

|             |                  |             |            |      |             |           |        |
|-------------|------------------|-------------|------------|------|-------------|-----------|--------|
| Account No. | MAT12970/CNT4031 | Invoice No. | INV01-7543 | Date | 12 Dec 2018 | Page      | 2 of 2 |
| Balances    |                  |             |            |      |             | Total Due |        |

|                  |           |                              |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 526.66 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 526.66        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 526.66        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 526.66</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

Per: 

Mark R. Youngman

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IN ACCOUNT WITH  
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**INVOICE**

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 4 King St. West, Suite 1700  
 Toronto, ON, M5H 1B6

|              |   |              |                 |                  |             |      |        |
|--------------|---|--------------|-----------------|------------------|-------------|------|--------|
| Account Name | Roberts, Libby & Kilgore, Colin ats EcoHome Financial |              |                 |                  |             |      |        |
| Your Ref     |   | Your Tax No. | N/A             |                  |             |      |        |
| Our Ref      | MAT12975  | Our Tax No.  | 833224397RT0001 |                  |             |      |        |
| Account No.  | MAT12975/CNT4031                                      | Invoice No.  | INV01-7538      | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description   | FE           | Time            | Amount excl. HST |             |      |        |

**FEEES**

|           |   |     |  |                  |
|-----------|---|-----|--|------------------|
| 12 Dec 18 | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00        |
|           | <b>TOTAL FEES</b>   |     |  | <b>\$ 250.00</b> |

**DISBURSEMENTS**

|           |                                     |  |  |                  |
|-----------|-------------------------------------|--|--|------------------|
| 23 Oct 18 | Statement of Claim                  |  |  | \$ 220.00 *      |
| 23 Oct 18 | LSUC Litigation Levy                |  |  | \$ 100.00        |
| 02 Nov 18 | To serve Claim                      |  |  | \$ 152.32 **     |
| 12 Dec 18 | Printing and Photocopying           |  |  | \$ 20.00         |
|           | <b>TOTAL DISBURSEMENTS</b>          |  |  | <b>\$ 492.32</b> |
|           | <b>TOTAL FEES AND DISBURSEMENTS</b> |  |  | <b>\$ 742.32</b> |
|           | <b>TOTAL HST @ 13.00%</b>           |  |  | <b>\$ 48.10</b>  |
|           | <b>TOTAL DUE ON THIS INVOICE</b>    |  |  | <b>\$ 790.42</b> |

\* HST Exempt  
 \*\* HST Zero-rated

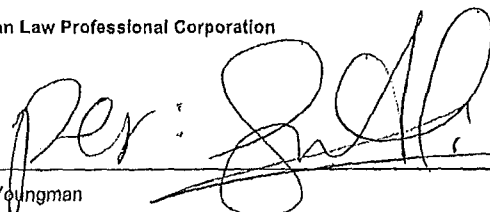
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 Interest Shall Accrue on Overdue Accounts Pursuant to the Solicitors Act

|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12975/CNT4031 | Invoice No. | INV01-7538 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                    |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 790.42 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 790.42        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 790.42        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 790.42</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

Per: 

---

Mark R. Youngman

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YOUNGMAN LAW PROFESSIONAL CORPORATION

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Interest Shall Accrue on Overdue Accounts Pursuant to the Solicitors Act



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IN ACCOUNT WITH

**Youngman Law Professional Corporation**

INVOICE

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |  |              |                 |                  |             |      |        |
|--------------|--|--------------|-----------------|------------------|-------------|------|--------|
| Account Name | Sabelli, John (Giovanni) ats EcoHome Financial |              |                 |                  |             |      |        |
| Your Ref     |  | Your Tax No. | N/A             |                  |             |      |        |
| Our Ref      | MAT13019                                       | Our Tax No.  | 833224397RT0001 |                  |             |      |        |
| Account No.  | MAT13019/CNT4031                               | Invoice No.  | INV01-7539      | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                                    | FE           | Time            | Amount excl. HST |             |      |        |

FEES

|            |   |     |  |           |
|------------|---|-----|--|-----------|
| 12 Dec 18  | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
| TOTAL FEES |   |     |  | \$ 250.00 |

DISBURSEMENTS

|                              |  |  |  |            |
|------------------------------|--|--|--|------------|
| 13 Nov 18                    | Court Fees--small claim court                      |  |  | \$ 95.00 * |
| 14 Nov 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 164.70  |
| 12 Dec 18                    | Printing and Photocopying                          |  |  | \$ 20.00   |
| TOTAL DISBURSEMENTS          |  |  |  | \$ 279.70  |
| TOTAL FEES AND DISBURSEMENTS |  |  |  | \$ 529.70  |
| TOTAL HST @ 13.00%           |  |  |  | \$ 56.51   |
| TOTAL DUE ON THIS INVOICE    |  |  |  | \$ 586.21  |

\* HST Exempt

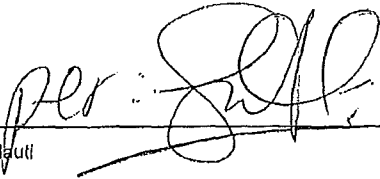
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Account Due When Rendered  
Interest Shall Accrue on Overdue Accounts Pursuant to the Solicitors Act

|            |                  |            |            |      |             |           |        |
|------------|------------------|------------|------------|------|-------------|-----------|--------|
| Account No | MAT13019/CNT4031 | Invoice No | INV01-7539 | Date | 12 Dec 2018 | Page      | 2 of 2 |
| Balances   |                  |            |            |      |             | Total Due |        |

|                  |           |                              |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 586.21 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 586.21        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 586.21        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 586.21</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

Andrea Mauti

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IN ACCOUNT WITH  
**Youngman Law Professional Corporation**

**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |  |             |            |                  |                 |      |        |
|--------------|--|-------------|------------|------------------|-----------------|------|--------|
| Account Name | McFarlane, Gloria & Dennis ats EcoHome Financial |             |            |                  |                 |      |        |
| Your Ref     |  |             |            | Your Tax No.     | N/A             |      |        |
| Our Ref      | MAT12977   |             |            | Our Tax No.      | 833224397RT0001 |      |        |
| Account No   | MAT12977/CNT4031                                 | Invoice No. | INV01-7535 | Date             | 12 Dec 2018     | Page | 1 of 2 |
| Date         | Description                                      | FE          | Time       | Amount excl. HST |                 |      |        |

**FEES**

|           |   |     |  |                  |
|-----------|---|-----|--|------------------|
| 12 Dec 18 | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00        |
|           | <b>TOTAL FEES</b>   |     |  | <u>\$ 250.00</u> |

**DISBURSEMENTS**

|           |                                     |  |  |                         |
|-----------|-------------------------------------|--|--|-------------------------|
| 15 Oct 18 | Court Fees-small claims court       |  |  | \$ 95.00 *              |
| 15 Oct 18 | Serve Claim                         |  |  | \$ 166.11 **            |
| 12 Dec 18 | Printing and Photocopying           |  |  | \$ 20.00                |
|           | <b>TOTAL DISBURSEMENTS</b>          |  |  | <u>\$ 281.11</u>        |
|           | <b>TOTAL FEES AND DISBURSEMENTS</b> |  |  | \$ 531.11               |
|           | <b>TOTAL HST @ 13.00%</b>           |  |  | \$ 35.10                |
|           | <b>TOTAL DUE ON THIS INVOICE</b>    |  |  | <u><u>\$ 566.21</u></u> |

\* HST Exempt  
\*\* HST Zero-rated

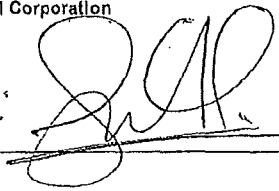
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Interest Shall Accrue on Overdue Accounts Pursuant to the Solicitors Act

23

|                  |                  |             |            |                              |             |                  |        |
|------------------|------------------|-------------|------------|------------------------------|-------------|------------------|--------|
| Account No.      | MAT12977/CNT4031 | Invoice No. | INV01-7535 | Date                         | 12 Dec 2018 | Page             | 2 of 2 |
| Balances         |                  |             |            |                              |             | Total Due        |        |
| A/R              |                  | \$ 566.21   |            | Outstanding Invoices         |             | \$ 0.00          |        |
| Trust            |                  | \$ 0.00     |            | Invoice Amount               |             | \$ 566.21        |        |
| Investment Trust |                  | \$ 0.00     |            | Sub Total                    |             | \$ 566.21        |        |
|                  |                  |             |            | Less Available Trust         |             | \$ 0.00          |        |
|                  |                  |             |            | <b>Total Account Balance</b> |             | <b>\$ 566.21</b> |        |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

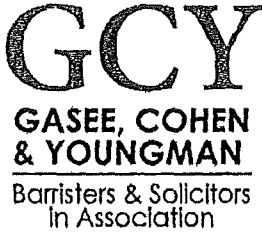
per: 

Mark R. Youngman

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 [W] www.gcrylaw.com

IN ACCOUNT WITH  
**Youngman Law Professional Corporation**

**INVOICE**

EcoHome Financial Inc.  
 Attn: Kadian Foster (P13480)  
 4 King St. West, Suite 1700  
 Toronto, ON, M5H 1B6  
 Attention: Kadian Foster

|              |   |              |                 |                  |             |      |        |
|--------------|---|--------------|-----------------|------------------|-------------|------|--------|
| Account Name | Harpe, Betty & Edie ats EcoHome Financial |              |                 |                  |             |      |        |
| Your Ref.    |   | Your Tax No. | N/A             |                  |             |      |        |
| Our Ref.     | MAT12961                                  | Our Tax No.  | 633224397RT0001 |                  |             |      |        |
| Account No.  | MAT12961/CNT4031                          | Invoice No.  | INV01-7536      | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                               | FE           | Time            | Amount excl. HST |             |      |        |

**FEES**

|           |   |     |  |           |
|-----------|---|-----|--|-----------|
| 12 Dec 18 | To receipt of instructions from client re: issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
|-----------|---|-----|--|-----------|

TOTAL FEES \$ 250.00

**DISBURSEMENTS**

|           |                                |  |  |              |
|-----------|--------------------------------|--|--|--------------|
| 05 Oct 18 | Court Fees -small claims court |  |  | \$ 200.00 *  |
| 15 Oct 18 | To serve Claim                 |  |  | \$ 180.12 ** |
| 12 Dec 18 | Printing and Photocopying      |  |  | \$ 20.00     |
|           | TOTAL DISBURSEMENTS            |  |  | \$ 400.12    |

TOTAL FEES AND DISBURSEMENTS \$ 650.12

TOTAL HST @ 13.00% \$ 35.10

TOTAL DUE ON THIS INVOICE \$ 685.22

\* HST Exempt  
 \*\* HST Zero-rated

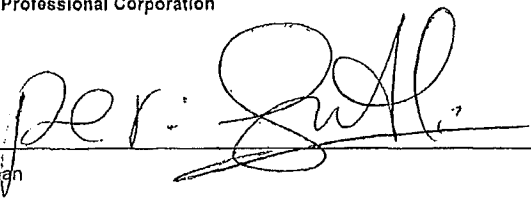
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|            |                  |            |            |      |             |      |        |
|------------|------------------|------------|------------|------|-------------|------|--------|
| Account No | MAT12961/CNT4031 | Invoice No | INV01-7536 | Date | 12 Dec 2018 | Page | 2 of 2 |
|------------|------------------|------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                    |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 685.22 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 685.22        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 685.22        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 685.22</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

Mark R. Youngman

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IN ACCOUNT WITH  
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**INVOICE**

EcoHome Financial Inc.  
 4 King St. West, Suite 1700  
 Toronto, ON, M5H 1B6

|              |   |             |                 |                  |             |      |        |
|--------------|---|-------------|-----------------|------------------|-------------|------|--------|
| Account Name | Santalucia, Paolo ats EcoHome Financial |             |                 |                  |             |      |        |
| Your Ref     |   | Your Tax No | N/A             |                  |             |      |        |
| Our Ref      | MAT13002                                | Our Tax No  | 833224397RT0001 |                  |             |      |        |
| Account No   | MAT13002/CNT4031                        | Invoice No  | INV01-7500      | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                             | FE          | Time            | Amount excl. HST |             |      |        |

**FEES**

|                   |   |     |                  |
|-------------------|---|-----|------------------|
| 12 Dec 18         | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to Issue Statement of Claim; to Issue Statement of Claim at court; to receipt and review of Issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY | \$ 250.00        |
| <b>TOTAL FEES</b> |   |     | <b>\$ 250.00</b> |

**DISBURSEMENTS**

|                                     |                           |  |                  |
|-------------------------------------|---------------------------|--|------------------|
| 26 Oct 18                           | Small Claims Court Fee    |  | \$ 95.00 *       |
| 05 Nov 18                           | To serve Claim            |  | \$ 113.57 **     |
| 12 Dec 18                           | Printing and Photocopying |  | \$ 20.00         |
| <b>TOTAL DISBURSEMENTS</b>          |                           |  | <b>\$ 228.57</b> |
| <b>TOTAL FEES AND DISBURSEMENTS</b> |                           |  | <b>\$ 478.57</b> |
| <b>TOTAL HST @ 13.00%</b>           |                           |  | <b>\$ 35.10</b>  |
| <b>TOTAL DUE ON THIS INVOICE</b>    |                           |  | <b>\$ 513.67</b> |

\* HST Exempt  
 \*\* HST Zero-rated

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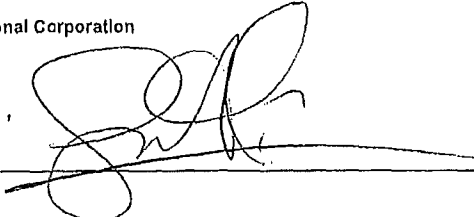
239

|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT13002/CNT4031 | Invoice No. | INV01-7500 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           |                              | Total Due               |  |
|------------------|-----------|------------------------------|-------------------------|--|
| A/R              | \$ 513.67 | Outstanding Invoices         | \$ 0.00                 |  |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 513.67               |  |
| Investment Trust | \$ 0.00   | Sub Total                    | <u>\$ 513.67</u>        |  |
|                  |           | Less Available Trust         | <u>\$ 0.00</u>          |  |
|                  |           | <b>Total Account Balance</b> | <b><u>\$ 513.67</u></b> |  |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

---

Mark R. Youngman

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IN ACCOUNT WITH

**Youngman Law Professional Corporation**

**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |   |            |            |                  |             |                 |        |
|--------------|---|------------|------------|------------------|-------------|-----------------|--------|
| Account Name | Maloka, Khushprit ats EcoHome Financial |            |            |                  |             |                 |        |
| Your Ref     |   |            |            |                  | Your Tax No | N/A             |        |
| Our Ref      | MAT13037                                |            |            |                  | Our Tax No  | 833224397RT0001 |        |
| Account No   | MAT13037/CNT4031                        | Invoice No | INV01-7507 | Date             | 12 Dec 2018 | Page            | 1 of 2 |
| Date         | Description                             | FE         | Time       | Amount excl. HST |             |                 |        |

**FEEs**

|                   |   |     |                  |
|-------------------|---|-----|------------------|
| 12 Dec 18         | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of Issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY | \$ 250.00        |
| <b>TOTAL FEES</b> |   |     | <u>\$ 250.00</u> |

**DISBURSEMENTS**

|                                     |  |                         |
|-------------------------------------|--|-------------------------|
| 01 Nov 18                           | Court Fees--small claim court                      | \$ 95.00 *              |
| 09 Nov 18                           | Paid to Hamilton-Toronto Area Process Serving Inc. | \$ 186.00               |
| 12 Dec 18                           | Printing and Photocopying                          | \$ 20.00                |
| <b>TOTAL DISBURSEMENTS</b>          |  | <u>\$ 301.00</u>        |
| <b>TOTAL FEES AND DISBURSEMENTS</b> |  | \$ 551.00               |
| <b>TOTAL HST @ 13.00%</b>           |  | \$ 59.28                |
| <b>TOTAL DUE ON THIS INVOICE</b>    |  | <u><u>\$ 610.28</u></u> |

\* HST Exempt

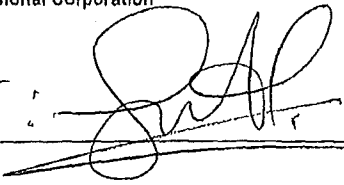
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Account Due When Rendered  
Interest Shall Accrue on Overdue Accounts Pursuant to the Solicitors Act

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|                  |                  |             |            |                              |             |           |                  |
|------------------|------------------|-------------|------------|------------------------------|-------------|-----------|------------------|
| Account No.      | MAT13037/CNT4031 | Invoice No. | INV01-7507 | Date                         | 12 Dec 2018 | Page      | 2 of 2           |
| Balances         |                  |             |            |                              |             | Total Due |                  |
| A/R              |                  | \$ 610.28   |            | Outstanding Invoices         |             |           | \$ 0.00          |
| Trust            |                  | \$ 0.00     |            | Invoice Amount               |             |           | \$ 610.28        |
| Investment Trust |                  | \$ 0.00     |            | Sub Total                    |             |           | \$ 610.28        |
|                  |                  |             |            | Less Available Trust         |             |           | \$ 0.00          |
|                  |                  |             |            | <b>Total Account Balance</b> |             |           | <b>\$ 610.28</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

Per: 

---

Mark R. Youngman

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IN ACCOUNT WITH

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**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |  |            |            |                  |                 |      |        |
|--------------|--|------------|------------|------------------|-----------------|------|--------|
| Account Name | Williamson, Robert als EcoHome Financial |            |            |                  |                 |      |        |
| Your Ref     |  |            |            | Your Tax No      | N/A             |      |        |
| Our Ref      | MAT12986                                 |            |            | Our Tax No       | 833224397RT0001 |      |        |
| Account No   | MAT12986/CNT4031                         | Invoice No | INV01-7505 | Date             | 12 Dec 2018     | Page | 1 of 2 |
| Date         | Description                              | FE         | Time       | Amount excl. HST |                 |      |        |

**FEES**

|            |   |     |  |           |
|------------|---|-----|--|-----------|
| 12 Dec 18  | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to Issue Statement of Claim; to Issue Statement of Claim at court; to receipt and review of Issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
| TOTAL FEES |   |     |  | \$ 250.00 |

**DISBURSEMENTS**

|                     |                              |  |  |              |
|---------------------|------------------------------|--|--|--------------|
| 31 Oct 18           | Court Fees—small claim court |  |  | \$ 95.00 *   |
| 07 Nov 18           | To serve Claim               |  |  | \$ 105.66 ** |
| 12 Dec 18           | Printing and Photocopying    |  |  | \$ 20.00     |
| TOTAL DISBURSEMENTS |                              |  |  | \$ 220.66    |

|                              |           |
|------------------------------|-----------|
| TOTAL FEES AND DISBURSEMENTS | \$ 470.66 |
| TOTAL HST @ 13.00%           | \$ 35.10  |
| TOTAL DUE ON THIS INVOICE    | \$ 505.76 |

\* HST Exempt  
\*\* HST Zero-rated

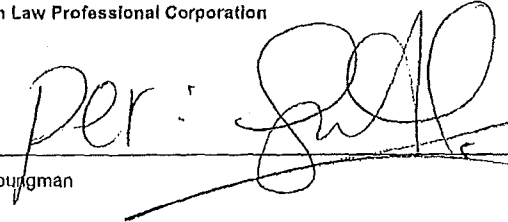
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Interest Shall Accrue on Overdue Accounts Pursuant to the Solicitors Act

3-13

|                  |                  |             |            |                              |             |           |                  |
|------------------|------------------|-------------|------------|------------------------------|-------------|-----------|------------------|
| Account No.      | MAT12986/CNT4031 | Invoice No. | INV01-7605 | Date                         | 12 Dec 2018 | Page      | 2 of 2           |
| Balances         |                  |             |            |                              |             | Total Due |                  |
| A/R              |                  | \$ 505.76   |            | Outstanding Invoices         |             |           | \$ 0.00          |
| Trust            |                  | \$ 0.00     |            | Invoice Amount               |             |           | \$ 505.76        |
| Investment Trust |                  | \$ 0.00     |            | Sub Total                    |             |           | \$ 505.76        |
|                  |                  |             |            | Less Available Trust         |             |           | \$ 0.00          |
|                  |                  |             |            | <b>Total Account Balance</b> |             |           | <b>\$ 505.76</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

Per: 

---

Mark R. Youngman

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IN ACCOUNT WITH

**Youngman Law Professional Corporation**

**INVOICE**

EcoHome Financial Inc.  
 4 King St. West, Suite 1700  
 Toronto, ON, M5H 1B6

|              |  |             |            |                  |              |                 |        |
|--------------|--|-------------|------------|------------------|--------------|-----------------|--------|
| Account Name | Nehme-Rahme, Melhem & Huguelle ats EcoHome Financial |             |            |                  |              |                 |        |
| Your Ref.    |  |             |            |                  | Your Tax No. | N/A             |        |
| Our Ref.     | MAT12990   |             |            |                  | Our Tax No.  | 833224397RT0001 |        |
| Account No.  | MAT12990/CNT4031                                     | Invoice No. | INV01-7502 | Date             | 12 Dec 2018  | Page            | 1 of 2 |
| Date         | Description  | FE          | Time       | Amount excl. HST |              |                 |        |

**FEES**

|            |   |     |           |
|------------|---|-----|-----------|
| 12 Dec 18  | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to Issue Statement of Claim; to Issue Statement of Claim at court; to receipt and review of Issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY | \$ 250.00 |
| TOTAL FEES |   |     | \$ 250.00 |

**DISBURSEMENTS**

|                              |  |  |            |
|------------------------------|--|--|------------|
| 13 Nov 18                    | Court Fees--small claim court                      |  | \$ 95.00 * |
| 23 Nov 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. |  | \$ 222.00  |
| 12 Dec 18                    | Printing and Photocopying                          |  | \$ 20.00   |
| TOTAL DISBURSEMENTS          |  |  | \$ 337.00  |
| TOTAL FEES AND DISBURSEMENTS |  |  | \$ 587.00  |
| TOTAL HST @ 13.00%           |  |  | \$ 63.96   |
| TOTAL DUE ON THIS INVOICE    |  |  | \$ 650.96  |

\* HST Exempt

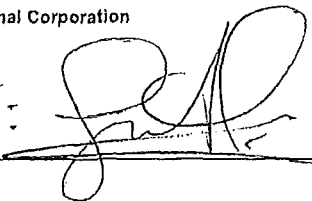
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|             |                  |             |            |      |             |           |        |
|-------------|------------------|-------------|------------|------|-------------|-----------|--------|
| Account No. | MAT12990/CNT4031 | Invoice No. | INV01-7502 | Date | 12 Dec 2018 | Page      | 2 of 2 |
| Balances    |                  |             |            |      |             | Total Due |        |

|                  |           |                              |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 650.96 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 650.96        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 650.96        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 650.96</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

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Mark R. Youngman

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IN ACCOUNT WITH  
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**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |  |             |                 |                  |             |      |        |
|--------------|--|-------------|-----------------|------------------|-------------|------|--------|
| Account Name | Jessup, Shirley ats EcoHome Financial Inc. |             |                 |                  |             |      |        |
| Your Ref     |  | Your Tax No | N/A             |                  |             |      |        |
| Our Ref      | MAT12842                                   | Our Tax No  | 833224397RT0001 |                  |             |      |        |
| Account No   | MAT12842/CNT4031                           | Invoice No  | INV01-7501      | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                                | FE          | Time            | Amount excl. HST |             |      |        |

**FEES**

|                   |   |     |  |                  |
|-------------------|---|-----|--|------------------|
| 12 Dec 18         | To receipt of Instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to Issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00        |
| <b>TOTAL FEES</b> |   |     |  | <u>\$ 250.00</u> |

**DISBURSEMENTS**

|                                     |  |  |  |                         |
|-------------------------------------|--|--|--|-------------------------|
| 21 Sep 18                           | Court Fees -small claims court                     |  |  | \$ 95.00 *              |
| 27 Sep 18                           | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 119.90               |
| 12 Dec 18                           | Printing and Photocopying                          |  |  | \$ 20.00                |
| <b>TOTAL DISBURSEMENTS</b>          |  |  |  | <u>\$ 234.90</u>        |
| <b>TOTAL FEES AND DISBURSEMENTS</b> |  |  |  | \$ 484.90               |
| <b>TOTAL HST @ 13.00%</b>           |  |  |  | \$ 50.69                |
| <b>TOTAL DUE ON THIS INVOICE</b>    |  |  |  | <u><u>\$ 535.59</u></u> |

\* HST Exempt

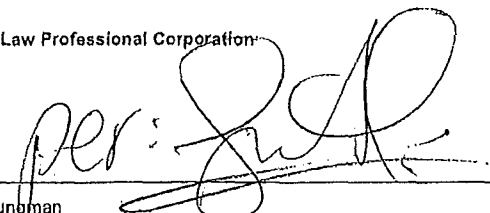
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|             |                  |             |            |       |             |      |        |
|-------------|------------------|-------------|------------|-------|-------------|------|--------|
| Account No. | MAT12842/CNT4031 | Invoice No. | INV01-7501 | Date: | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|-------|-------------|------|--------|

| Balances         |           | Total Due:                   |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 535.59 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 535.59        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 535.59        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 535.59</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per:   
 \_\_\_\_\_  
 Mark R. Youngman

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**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |   |             |            |                  |              |                 |        |
|--------------|---|-------------|------------|------------------|--------------|-----------------|--------|
| Account Name | Charrette, Ronald ats EcoHome Financial |             |            |                  |              |                 |        |
| Your Ref     |   |             |            |                  | Your Tax No. | N/A             |        |
| Our Ref      | MAT12966                                |             |            |                  | Our Tax No.  | 833224397RT0001 |        |
| Account No.  | MAT12966/CNT4031                        | Invoice No. | INV01-7511 | Date             | 12 Dec 2018  | Page            | 1 of 2 |
| Date         | Description                             | FE          | Time       | Amount excl. HST |              |                 |        |

**FEES**

|            |   |     |           |
|------------|---|-----|-----------|
| 12 Dec 18  | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY | \$ 250.00 |
| TOTAL FEES |   |     | \$ 250.00 |

**DISBURSEMENTS**

|                              |  |  |            |
|------------------------------|--|--|------------|
| 12 Oct 18                    | Court Fees-small claims court                      |  | \$ 95.00 * |
| 09 Nov 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. |  | \$ 160.50  |
| 12 Dec 18                    | Printing and Photocopying                          |  | \$ 20.00   |
| TOTAL DISBURSEMENTS          |  |  | \$ 275.50  |
| TOTAL FEES AND DISBURSEMENTS |  |  | \$ 525.50  |
| TOTAL HST @ 13.00%           |  |  | \$ 55.97   |
| TOTAL DUE ON THIS INVOICE    |  |  | \$ 581.47  |

\* HST Exempt

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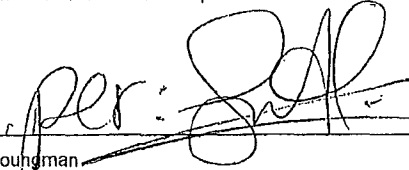
349

|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12966/CNT4031 | Invoice No. | INV01-7511 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                    |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 581.47 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 581.47        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 581.47        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 581.47</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

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**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |  |             |            |                  |                 |      |        |
|--------------|--|-------------|------------|------------------|-----------------|------|--------|
| Account Name | McIlmoyle, Thomas & Joanne ats EcoHome Financial |             |            |                  |                 |      |        |
| Your Ref     |  |             |            | Your Tax No.     | N/A             |      |        |
| Our Ref      | MAT13061   |             |            | Our Tax No.      | 833224397RT0001 |      |        |
| Account No.  | MAT13061/CNT4031                                 | Invoice No. | INV01-7512 | Date             | 12 Dec 2018     | Page | 1 of 2 |
| Date         | Description                                      | FE          | Time       | Amount excl. HST |                 |      |        |

**FEES**

|            |   |     |  |           |
|------------|---|-----|--|-----------|
| 12 Dec 18  | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to Issue Statement of Claim; to Issue Statement of Claim at court; to receipt and review of Issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
| TOTAL FEES |   |     |  | \$ 250.00 |

**DISBURSEMENTS**

|                              |  |  |  |            |
|------------------------------|--|--|--|------------|
| 01 Nov 18                    | Court Fees—small claim court                       |  |  | \$ 95.00 * |
| 09 Nov 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 139.00  |
| 12 Dec 18                    | Printing and Photocopying                          |  |  | \$ 20.00   |
| TOTAL DISBURSEMENTS          |  |  |  | \$ 254.00  |
| TOTAL FEES AND DISBURSEMENTS |  |  |  | \$ 504.00  |
| TOTAL HST @ 13.00%           |  |  |  | \$ 53.17   |
| TOTAL DUE ON THIS INVOICE    |  |  |  | \$ 557.17  |

\* HST Exempt

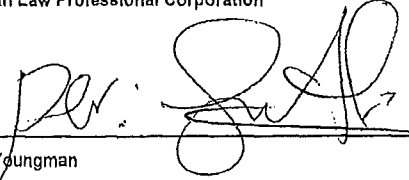
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|             |                  |             |            |      |             |           |        |
|-------------|------------------|-------------|------------|------|-------------|-----------|--------|
| Account No. | MAT13061/CNT4031 | Invoice No. | INV01-7612 | Date | 12 Dec 2018 | Page      | 2 of 2 |
| Balances    |                  |             |            |      |             | Total Due |        |

|                  |           |                              |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 557.17 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 557.17        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 557.17        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 557.17</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

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 \_\_\_\_\_  
 Mark R. Youngman

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4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |  |              |                 |                  |             |      |        |
|--------------|--|--------------|-----------------|------------------|-------------|------|--------|
| Account Name | Benoit, Klm & Laming-Benoit, Shawn ats EcoHome Financial |              |                 |                  |             |      |        |
| Your Ref     |  | Your Tax No. | N/A             |                  |             |      |        |
| Our Ref      | MAT12965   | Our Tax No.  | 833224397RT0001 |                  |             |      |        |
| Account No.  | MAT12965/CNT4031   | Invoice No.  | INV01-7516      | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description  | FE           | Time            | Amount excl. HST |             |      |        |

FEES

|           |   |     |  |           |
|-----------|---|-----|--|-----------|
| 12 Dec 18 | To receipt of Instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your Instructions to issue Statement of Claim; to Issue Statement of Claim at court; to receipt and review of Issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
|           | TOTAL FEES  |     |  | \$ 250.00 |

DISBURSEMENTS

|           |  |  |  |             |
|-----------|--|--|--|-------------|
| 14 Nov 18 | Statement of Claim                                 |  |  | \$ 220.00 * |
| 28 Nov 18 | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 222.00   |
| 12 Dec 18 | Printing and Photocopying                          |  |  | \$ 20.00    |
|           | TOTAL DISBURSEMENTS                                |  |  | \$ 462.00   |
|           | TOTAL FEES AND DISBURSEMENTS                       |  |  | \$ 712.00   |
|           | TOTAL HST @ 13.00%                                 |  |  | \$ 63.96    |
|           | TOTAL DUE ON THIS INVOICE                          |  |  | \$ 775.96   |

\* HST Exempt

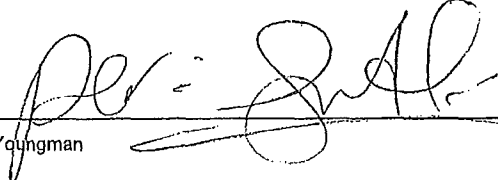
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|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12965/CNT4031 | Invoice No. | INV01-7516 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           |                              | Total Due        |  |
|------------------|-----------|------------------------------|------------------|--|
| A/R              | \$ 775.96 | Outstanding Invoices         | \$ 0.00          |  |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 775.96        |  |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 775.96        |  |
|                  |           | Less Available Trust         | \$ 0.00          |  |
|                  |           | <b>Total Account Balance</b> | <b>\$ 775.96</b> |  |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

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Mark R. Youngman

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INVOICE

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4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |  |             |                 |                  |             |      |        |
|--------------|--|-------------|-----------------|------------------|-------------|------|--------|
| Account Name | Scott-Pascal, Martin ats EcoHome Financial |             |                 |                  |             |      |        |
| Your Ref     |  | Your Tax No | N/A             |                  |             |      |        |
| Our Ref      | MAT13042                                   | Our Tax No. | 833224397RT0001 |                  |             |      |        |
| Account No.  | MAT13042/CNT4031                           | Invoice No  | INV01-7515      | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                                | FE          | Time            | Amount excl. HST |             |      |        |

FEEES

|           |   |     |  |           |
|-----------|---|-----|--|-----------|
| 12 Dec 18 | To receipt of instructions from client re: issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
|           | TOTAL FEES  |     |  | \$ 250.00 |

DISBURSEMENTS

|           |  |  |  |            |
|-----------|--|--|--|------------|
| 25 Oct 18 | Small Claims Court Fee                             |  |  | \$ 95.00 * |
| 20 Nov 18 | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 100.40  |
| 12 Dec 18 | Printing and Photocopying                          |  |  | \$ 20.00   |
|           | TOTAL DISBURSEMENTS                                |  |  | \$ 215.40  |
|           | TOTAL FEES AND DISBURSEMENTS                       |  |  | \$ 465.40  |
|           | TOTAL HST @ 13.00%                                 |  |  | \$ 48.15   |
|           | TOTAL DUE ON THIS INVOICE                          |  |  | \$ 513.55  |

\* HST Exempt

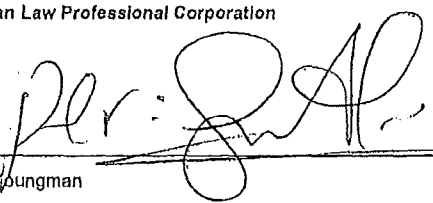
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|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT13042/CNT4031 | Invoice No. | INV01-7515 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                    |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 513.55 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 513.55        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 513.55        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 513.55</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

Mark R. Youngman

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**Youngman Law Professional Corporation**

INVOICE

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |                                      |              |                 |                  |             |             |
|--------------|--------------------------------------|--------------|-----------------|------------------|-------------|-------------|
| Account Name | Murray, Marion ats EcoHome Financial |              |                 |                  |             |             |
| Your Ref.    |                                      | Your Tax No. | N/A             |                  |             |             |
| Our Ref.     | MAT12968                             | Our Tax No.  | 833224397RT0001 |                  |             |             |
| Account No.  | MAT12968/CNT4031                     | Invoice No.  | INV01-7514      | Date             | 12 Dec 2018 | Page 1 of 2 |
| Date         | Description                          | FE           | Time            | Amount excl. HST |             |             |

FEEES

|            |   |     |  |           |
|------------|---|-----|--|-----------|
| 12 Dec 18  | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your Instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of Issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
| TOTAL FEES |   |     |  | \$ 250.00 |

DISBURSEMENTS

|                              |  |  |  |            |
|------------------------------|--|--|--|------------|
| 12 Oct 18                    | Court Fees-small claims court                      |  |  | \$ 95.00 * |
| 28 Nov 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 129.70  |
| 12 Dec 18                    | Printing and Photocopying                          |  |  | \$ 20.00   |
| TOTAL DISBURSEMENTS          |  |  |  | \$ 244.70  |
| TOTAL FEES AND DISBURSEMENTS |  |  |  | \$ 494.70  |
| TOTAL HST @ 13.00%           |  |  |  | \$ 51.96   |
| TOTAL DUE ON THIS INVOICE    |  |  |  | \$ 546.66  |

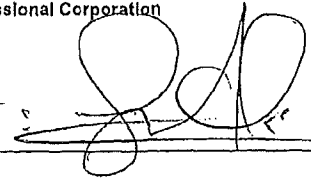
\* HST Exempt

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Please Make Cheque Payable to Youngman Law Professional Corporation  
Account Due When Rendered  
Interest Shall Accrue on Overdue Accounts Pursuant to the Solicitors Act

| Balances         |           | Total Due                              |
|------------------|-----------|--|
| A/R              | \$ 546.66 | Outstanding Invoices \$ 0.00           |
| Trust            | \$ 0.00   | Invoice Amount \$ 546.66               |
| Investment Trust | \$ 0.00   | Sub Total \$ 546.66                    |
|                  |           | Less Available Trust \$ 0.00           |
|                  |           | <b>Total Account Balance \$ 546.66</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per   
 \_\_\_\_\_  
 Mark R. Youngman

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IN ACCOUNT WITH  
**Youngman Law Professional Corporation**

INVOICE

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |  |             |                 |                  |             |
|--------------|--|-------------|-----------------|------------------|-------------|
| Account Name | Pickard, Vern & Wood-Pickard, Margaret ats EcoHome Financial |             |                 |                  |             |
| Your Ref     |  | Your Tax No | N/A             |                  |             |
| Our Ref      | MAT13040   | Our Tax No  | 833224397RT0001 |                  |             |
| Account No   | MAT13040/CNT4031   | Invoice No  | INV01-7620      | Date             | 12 Dec 2018 |
|              |  |             |                 | Page             | 1 of 2      |
| Date         | Description  | FE          | Time            | Amount excl. HST |             |

FEEES

|           |   |     |  |                  |
|-----------|---|-----|--|------------------|
| 12 Dec 18 | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to Issue Statement of Claim; to Issue Statement of Claim at court; to receipt and review of Issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00        |
|           | TOTAL FEES  |     |  | <u>\$ 250.00</u> |

DISBURSEMENTS

|           |  |  |  |                         |
|-----------|--|--|--|-------------------------|
| 01 Nov 18 | Court Fees--small claim court                      |  |  | \$ 95.00 *              |
| 12 Nov 18 | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 202.00               |
| 12 Dec 18 | Printing and Photocopying                          |  |  | \$ 20.00                |
|           | TOTAL DISBURSEMENTS                                |  |  | <u>\$ 317.00</u>        |
|           | TOTAL FEES AND DISBURSEMENTS                       |  |  | \$ 567.00               |
|           | TOTAL HST @ 13.00%                                 |  |  | \$ 61.36                |
|           | TOTAL DUE ON THIS INVOICE                          |  |  | <u><u>\$ 628.36</u></u> |

\* HST Exempt

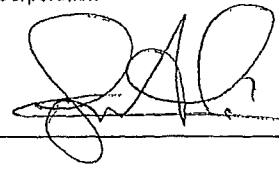
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|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT13040/CNT4031 | Invoice No. | INV01-7520 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           |                              | Total Due        |  |
|------------------|-----------|------------------------------|------------------|--|
| A/R              | \$ 628.36 | Outstanding Invoices         | \$ 0.00          |  |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 628.36        |  |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 628.36        |  |
|                  |           | Less Available Trust         | \$ 0.00          |  |
|                  |           | <b>Total Account Balance</b> | <b>\$ 628.36</b> |  |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

Mark R. Youngman

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IN ACCOUNT WITH  
**Youngman Law Professional Corporation**

INVOICE

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |  |             |                 |                  |             |      |        |
|--------------|--|-------------|-----------------|------------------|-------------|------|--------|
| Account Name | Sallis, Maria & Nick ats EcoHome Financial |             |                 |                  |             |      |        |
| Your Ref     |  | Your Tax No | N/A             |                  |             |      |        |
| Our Ref      | MAT12991                                   | Our Tax No  | 833224397RT0001 |                  |             |      |        |
| Account No   | MAT12991/CNT4031                           | Invoice No  | INV01-7522      | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                                | FE          | Time            | Amount excl. HST |             |      |        |

FEES

|            |   |     |  |           |
|------------|---|-----|--|-----------|
| 12 Dec 18  | To receipt of Instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
| TOTAL FEES |   |     |  | \$ 250.00 |

DISBURSEMENTS

|                              |  |  |  |            |
|------------------------------|--|--|--|------------|
| 09 Oct 18                    | Court Fees   |  |  | \$ 95.00 * |
| 11 Oct 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 143.00  |
| 12 Dec 18                    | Printing and Photocopying                          |  |  | \$ 20.00   |
| TOTAL DISBURSEMENTS          |  |  |  | \$ 258.00  |
| TOTAL FEES AND DISBURSEMENTS |  |  |  | \$ 508.00  |
| TOTAL HST @ 13.00%           |  |  |  | \$ 53.69   |
| TOTAL DUE ON THIS INVOICE    |  |  |  | \$ 561.69  |

\* HST Exempt

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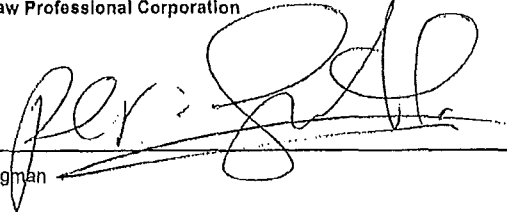
361

|            |                  |            |            |      |             |      |        |
|------------|------------------|------------|------------|------|-------------|------|--------|
| Account No | MAT12991/CNT4031 | Invoice No | INV01-7522 | Date | 12 Dec 2018 | Page | 2 of 2 |
|------------|------------------|------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                              |
|------------------|-----------|--|
| A/R              | \$ 561.69 | Outstanding Invoices \$ 0.00           |
| Trust            | \$ 0.00   | Invoice Amount \$ 561.69               |
| Investment Trust | \$ 0.00   | Sub Total \$ 561.69                    |
|                  |           | Less Available Trust \$ 0.00           |
|                  |           | <b>Total Account Balance \$ 561.69</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

Mark R. Youngman

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IN ACCOUNT WITH

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**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |  |              |                 |                  |             |
|--------------|--|--------------|-----------------|------------------|-------------|
| Account Name | Silva, Maria Da Estrella ats EcoHome Financial |              |                 |                  |             |
| Your Ref.    |  | Your Tax No. | N/A             |                  |             |
| Our Ref.     | MAT13060                                       | Our Tax No.  | 833224397RT0001 |                  |             |
| Account No.  | MAT13060/CNT4031                               | Invoice No.  | INV01-7523      | Date             | 12 Dec 2018 |
|              |  |              |                 | Page             | 1 of 2      |
| Date         | Description                                    | FE           | Time            | Amount excl. HST |             |

**FEES**

|           |   |     |  |                  |
|-----------|---|-----|--|------------------|
| 12 Dec 18 | To receipt of Instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your Instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of Issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00        |
|           | <b>TOTAL FEES</b>   |     |  | <b>\$ 250.00</b> |

**DISBURSEMENTS**

|           |                                     |  |  |                  |
|-----------|-------------------------------------|--|--|------------------|
| 24 Oct 18 | Small Claims Court Fee              |  |  | \$ 95.00 *       |
| 29 Oct 18 | To serve Claim                      |  |  | \$ 114.13 **     |
| 12 Dec 18 | Printing and Photocopying           |  |  | \$ 20.00         |
|           | <b>TOTAL DISBURSEMENTS</b>          |  |  | <b>\$ 229.13</b> |
|           | <b>TOTAL FEES AND DISBURSEMENTS</b> |  |  | <b>\$ 479.13</b> |
|           | <b>TOTAL HST @ 13.00%</b>           |  |  | <b>\$ 35.10</b>  |
|           | <b>TOTAL DUE ON THIS INVOICE</b>    |  |  | <b>\$ 514.23</b> |

\* HST Exempt  
\*\* HST Zero-rated

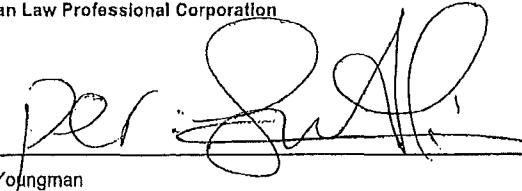
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|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT13080/CNT4031 | Invoice No. | INV01-7523 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           |                              | Total Due               |  |
|------------------|-----------|------------------------------|-------------------------|--|
| A/R              | \$ 514.23 | Outstanding Invoices         | \$ 0.00                 |  |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 514.23               |  |
| Investment Trust | \$ 0.00   | Sub Total                    | <u>\$ 514.23</u>        |  |
|                  |           | Less Available Trust         | <u>\$ 0.00</u>          |  |
|                  |           | <b>Total Account Balance</b> | <b><u>\$ 514.23</u></b> |  |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

  
 \_\_\_\_\_  
 Mark R. Youngman

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4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |  |              |                 |                  |
|--------------|--|--------------|-----------------|------------------|
| Account Name | Lusignan, Marian ats EcoHome Financial |              |                 |                  |
| Your Ref     |  | Your Tax No. | N/A             |                  |
| Our Ref      | MAT12982                               | Our Tax No.  | 833224397RT0001 |                  |
| Account No   | MAT12982/CNT4031                       | Invoice No   | INV01-7518      |                  |
| Date         | 12 Dec 2018                            | Page         | 1 of 2          |                  |
| Date         | Description                            | FE           | Time            | Amount, exc. HST |

FEES

|            |   |     |           |
|------------|---|-----|-----------|
| 12 Dec 18  | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to Issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY | \$ 250.00 |
| TOTAL FEES |   |     | \$ 250.00 |

DISBURSEMENTS

|                              |  |            |
|------------------------------|--|------------|
| 05 Oct 18                    | Court Fees   | \$ 95.00 * |
| 15 Oct 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. | \$ 161.00  |
| 12 Dec 18                    | Printing and Photocopying                          | \$ 20.00   |
| TOTAL DISBURSEMENTS          |  | \$ 276.00  |
| TOTAL FEES AND DISBURSEMENTS |  | \$ 526.00  |
| TOTAL HST @ 13.00%           |  | \$ 56.03   |
| TOTAL DUE ON THIS INVOICE    |  | \$ 582.03  |

\* HST Exempt

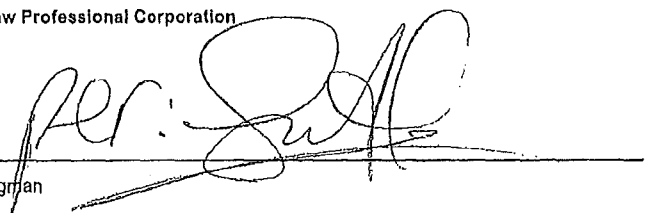
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|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12982/CNT4031 | Invoice No. | INV01-7518 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                    |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 582.03 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 582.03        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 582.03        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 582.03</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

Per: 

Mark R. Youngman

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**INVOICE**

EcoHome Financial Inc.  
 4 King St. West, Suite 1700  
 Toronto, ON, M5H 1B6

| Account Name | Sang, Marlon ats EcoHome Financial |             |                 |                  |             |
|--------------|------------------------------------|-------------|-----------------|------------------|-------------|
| Your Ref     |                                    | Your Tax No | N/A             |                  |             |
| Our Ref      | MAT12997                           | Our Tax No  | 833224397RT0001 |                  |             |
| Account No.  | MAT12997/CNT4031                   | Invoice No. | INV01-7504      | Date             | 12 Dec 2018 |
|              |                                    |             |                 | Page             | 1 of 2      |
| Date         | Description                        | FE          | Time            | Amount excl. HST |             |

**FEEES**

|           |   |     |  |           |
|-----------|---|-----|--|-----------|
| 12 Dec 18 | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to Issue Statement of Claim at court; to receipt and review of Issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
|           | TOTAL FEES  |     |  | \$ 250.00 |

**DISBURSEMENTS**

|           |                               |  |  |              |
|-----------|-------------------------------|--|--|--------------|
| 18 Oct 18 | Court Fees-small claims court |  |  | \$ 95.00 *   |
| 02 Nov 18 | To serve Claim                |  |  | \$ 160.46 ** |
| 12 Dec 18 | Printing and Photocopying     |  |  | \$ 20.00     |
|           | TOTAL DISBURSEMENTS           |  |  | \$ 275.46    |
|           | TOTAL FEES AND DISBURSEMENTS  |  |  | \$ 525.46    |
|           | TOTAL HST @ 13.00%            |  |  | \$ 35.10     |
|           | TOTAL DUE ON THIS INVOICE     |  |  | \$ 560.56    |

\* HST Exempt  
 \*\* HST Zero-rated

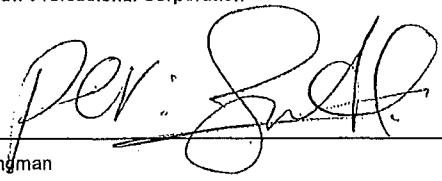
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|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12997/CNT4031 | Invoice No. | INV01-7504 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                    |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 560.56 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 560.56        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 560.56        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 560.56</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

Mark R. Youngman

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4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |                                      |             |                 |                  |             |      |        |
|--------------|--------------------------------------|-------------|-----------------|------------------|-------------|------|--------|
| Account Name | Prestia, Maria ats EcoHome Financial |             |                 |                  |             |      |        |
| Your Ref     |                                      | Your Tax No | N/A             |                  |             |      |        |
| Our Ref      | MAT12998                             | Our Tax No  | 833224397RT0001 |                  |             |      |        |
| Account No.  | MAT12998/CNT4031                     | Invoice No. | INV01-7530      | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                          | FE          | Time            | Amount excl. HST |             |      |        |

**FEES**

|           |   |     |                  |
|-----------|---|-----|------------------|
| 12 Dec 18 | To receipt of Instructions from client re: issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY | \$ 250.00        |
|           | <b>TOTAL FEES</b>   |     | <b>\$ 250.00</b> |

**DISBURSEMENTS**

|           |  |                  |
|-----------|--|------------------|
| 01 Nov 18 | Court Fees--small claim court                      | \$ 85.00 *       |
| 08 Nov 18 | Paid to Hamilton-Toronto Area Process Serving Inc. | \$ 89.50         |
| 12 Dec 18 | Printing and Photocopying                          | \$ 20.00         |
|           | <b>TOTAL DISBURSEMENTS</b>                         | <b>\$ 204.50</b> |
|           | <b>TOTAL FEES AND DISBURSEMENTS</b>                | <b>\$ 454.50</b> |
|           | <b>TOTAL HST @ 13.00%</b>                          | <b>\$ 46.74</b>  |
|           | <b>TOTAL DUE ON THIS INVOICE</b>                   | <b>\$ 501.24</b> |

\* HST Exempt

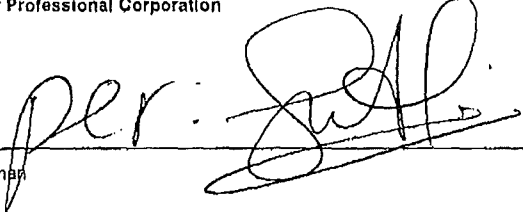
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|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12998/CNT4031 | Invoice No. | INV01-7530 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                              |
|------------------|-----------|--|
| A/R              | \$ 501.24 | Outstanding Invoices \$ 0.00           |
| Trust            | \$ 0.00   | Invoice Amount \$ 501.24               |
| Investment Trust | \$ 0.00   | Sub Total \$ 501.24                    |
|                  |           | Less Available Trust \$ 0.00           |
|                  |           | <b>Total Account Balance \$ 501.24</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

---

Mark R. Youngman

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In Association

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CANADA

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[F] 416-363-0252  
[W] www.gcylaw.com

IN ACCOUNT WITH

**Youngman Law Professional Corporation**

**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

| Account Name: | Elleff, Sultana & Elja ats EcoHome Financial |               |                 |                  |             |       |        |
|---------------|--|---------------|-----------------|------------------|-------------|-------|--------|
| Your Ref:     |  | Your Tax No.: | N/A             |                  |             |       |        |
| Our Ref.:     | MAT12989                                     | Our Tax No.:  | 833224397RT0001 |                  |             |       |        |
| Account No.:  | MAT12989/CNT4031                             | Invoice No.:  | INV01-7529      | Date:            | 12 Dec 2018 | Page: | 1 of 2 |
| Date          | Description                                  | FE            | Time            | Amount excl. HST |             |       |        |

**FEES**

|           |   |     |  |                  |
|-----------|---|-----|--|------------------|
| 12 Dec 18 | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00        |
|           | <b>TOTAL FEES</b>   |     |  | <u>\$ 250.00</u> |

**DISBURSEMENTS**

|           |  |  |  |                         |
|-----------|--|--|--|-------------------------|
| 08 Nov 18 | Court Fees--small claim court                      |  |  | \$ 95.00 *              |
| 15 Nov 18 | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 170.00               |
| 12 Dec 18 | Printing and Photocopying                          |  |  | \$ 20.00                |
|           | <b>TOTAL DISBURSEMENTS</b>                         |  |  | <u>\$ 285.00</u>        |
|           | <b>TOTAL FEES AND DISBURSEMENTS</b>                |  |  | \$ 535.00               |
|           | <b>TOTAL HST @ 13.00%</b>                          |  |  | \$ 57.20                |
|           | <b>TOTAL DUE ON THIS INVOICE</b>                   |  |  | <u><u>\$ 592.20</u></u> |

\* HST Exempt

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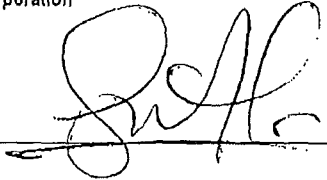
371

|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12989/CNT4031 | Invoice No. | INV01-7529 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           |  | Total Due                    |                  |
|------------------|-----------|--|------------------------------|------------------|
| A/R              | \$ 592.20 |  | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   |  | Invoice Amount               | \$ 592.20        |
| Investment Trust | \$ 0.00   |  | Sub Total                    | \$ 592.20        |
|                  |           |  | Less Available Trust         | \$ 0.00          |
|                  |           |  | <b>Total Account Balance</b> | <b>\$ 592.20</b> |

| Code | Fee Earner       | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

---

Mark R. Youngman

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IN ACCOUNT WITH

**Youngman Law Professional Corporation**

INVOICE

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |   |              |             |                  |             |      |        |
|--------------|---|--------------|-------------|------------------|-------------|------|--------|
| Account Name | Bedford, Allan ats EcoHome Financial Inc. |              |             |                  |             |      |        |
| Your Ref     |   | Your Tax No. | N/A         |                  |             |      |        |
| Our Ref      | MAT13149                                  |              | Our Tax No. | 833224397RT0001  |             |      |        |
| Account No.  | MAT13149/CNT4031                          | Invoice No.  | INV01-7575  | Date             | 13 Dec 2018 | Page | 1 of 2 |
| Date         | Description                               | FE           | Time        | Amount excl. HST |             |      |        |

FEES

|            |   |     |  |           |
|------------|---|-----|--|-----------|
| 12 Dec 18  | To receipt of instructions from client re: issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to issue Statement of Claim at court; to receipt and review of issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00 |
| TOTAL FEES |   |     |  | \$ 250.00 |

DISBURSEMENTS

|                              |  |  |  |            |
|------------------------------|--|--|--|------------|
| 30 Nov 18                    | Court fees   |  |  | \$ 95.00 * |
| 12 Dec 18                    | Printing and Photocopying                          |  |  | \$ 20.00   |
| 13 Dec 18                    | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 161.00  |
| TOTAL DISBURSEMENTS          |  |  |  | \$ 276.00  |
| TOTAL FEES AND DISBURSEMENTS |  |  |  | \$ 526.00  |
| TOTAL HST @ 13.00%           |  |  |  | \$ 56.03   |
| TOTAL DUE ON THIS INVOICE    |  |  |  | \$ 582.03  |

\* HST Exempt

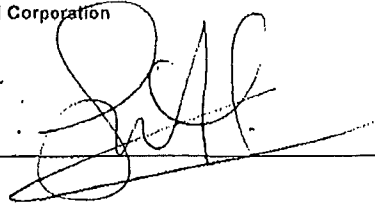
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|             |                  |             |            |      |             |           |        |
|-------------|------------------|-------------|------------|------|-------------|-----------|--------|
| Account No. | MAT13149/CNT4031 | Invoice No. | INV01-7575 | Date | 13 Dec 2018 | Page      | 2 of 2 |
| Balances    |                  |             |            |      |             | Total Due |        |

|                  |           |                              |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 582.03 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 582.03        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 582.03        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 582.03</b> |

| Code | Fee Eamer        | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

Per: 

Mark R. Youngman

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IN ACCOUNT WITH  
**Youngman Law Professional Corporation**

**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |  |              |                 |                  |             |      |        |
|--------------|--|--------------|-----------------|------------------|-------------|------|--------|
| Account Name | Parise, Marie ats EcoHome Financial Inc. |              |                 |                  |             |      |        |
| Your Ref     |  | Your Tax No. | N/A             |                  |             |      |        |
| Our Ref      | MAT12847                                 | Our Tax No.  | 833224397RT0001 |                  |             |      |        |
| Account No.  | MAT12847/CNT4031                         | Invoice No.  | INV01-7548      | Date             | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                              | FE           | Time            | Amount excl. HST |             |      |        |

**FEES**

|                   |   |     |  |                  |
|-------------------|---|-----|--|------------------|
| 12 Dec 18         | To receipt of Instructions from client re: issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to issue Statement of Claim; to Issue Statement of Claim at court; to receipt and review of Issued Statement of Claim from Court and to draft memo to process server to have Statement of Claim served; to receipt and review of Affidavit of Service; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00        |
| <b>TOTAL FEES</b> |   |     |  | <u>\$ 250.00</u> |

**DISBURSEMENTS**

|                                     |  |  |  |                         |
|-------------------------------------|--|--|--|-------------------------|
| 21 Sep 18                           | Court Fees -small claims court                     |  |  | \$ 200.00 *             |
| 12 Oct 18                           | Paid to Hamilton-Toronto Area Process Serving Inc. |  |  | \$ 95.50                |
| 12 Dec 18                           | Printing and Photocopying                          |  |  | \$ 20.00                |
| <b>TOTAL DISBURSEMENTS</b>          |  |  |  | <u>\$ 315.50</u>        |
| <b>TOTAL FEES AND DISBURSEMENTS</b> |  |  |  | \$ 565.50               |
| <b>TOTAL HST @ 13.00%</b>           |  |  |  | \$ 47.52                |
| <b>TOTAL DUE ON THIS INVOICE</b>    |  |  |  | <u><u>\$ 613.02</u></u> |

\* HST Exempt

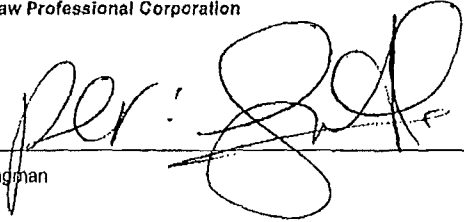
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|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12847/CNT4031 | Invoice No. | INV01-7548 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

| Balances         |           | Total Due                    |                  |
|------------------|-----------|------------------------------|------------------|
| A/R              | \$ 613.02 | Outstanding Invoices         | \$ 0.00          |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 613.02        |
| Investment Trust | \$ 0.00   | Sub Total                    | \$ 613.02        |
|                  |           | Less Available Trust         | \$ 0.00          |
|                  |           | <b>Total Account Balance</b> | <b>\$ 613.02</b> |

| Code | Fee Eamer        | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

Youngman Law Professional Corporation

per: 

Mark R. Youngman

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IN ACCOUNT WITH

**Youngman Law Professional Corporation**

**INVOICE**

EcoHome Financial Inc.  
4 King St. West, Suite 1700  
Toronto, ON, M5H 1B6

|              |                                      |              |                 |                   |             |      |        |
|--------------|--------------------------------------|--------------|-----------------|-------------------|-------------|------|--------|
| Account Name | Teymour, Ahmad ats EcoHome Financial |              |                 |                   |             |      |        |
| Your Ref     |                                      | Your Tax No. | N/A             |                   |             |      |        |
| Our Ref      | MAT12988                             | Our Tax No.  | 833224397RT0001 |                   |             |      |        |
| Account No.  | MAT12988/CNT4031                     | Invoice No.  | INV01-7541      | Date              | 12 Dec 2018 | Page | 1 of 2 |
| Date         | Description                          | FE           | Time            | Amount, excl. HST |             |      |        |

**FEES**

|                                  |   |     |  |                         |
|----------------------------------|---|-----|--|-------------------------|
| 12 Dec 18                        | To receipt of instructions from client re: Issuing Statement of Claim; to review client documents; to draft and prepare Statement of Claim; to receipt of your instructions to NOT Issue Statement of Claim; to all other correspondence, telephone calls, memoranda and to reporting to you throughout and herein. | MRY |  | \$ 250.00               |
| <b>TOTAL FEES</b>                |   |     |  | <u>\$ 250.00</u>        |
| <b>TOTAL HST @ 13.00%</b>        |   |     |  | <u>\$ 32.50</u>         |
| <b>TOTAL DUE ON THIS INVOICE</b> |   |     |  | <u><u>\$ 282.50</u></u> |

| Balances         |           | Total Due                    |                         |
|------------------|-----------|------------------------------|-------------------------|
| A/R              | \$ 282.50 | Outstanding Invoices         | \$ 0.00                 |
| Trust            | \$ 0.00   | Invoice Amount               | \$ 282.50               |
| Investment Trust | \$ 0.00   | Sub Total                    | <u>\$ 282.50</u>        |
|                  |           | Less Available Trust         | \$ 0.00                 |
|                  |           | <b>Total Account Balance</b> | <u><u>\$ 282.50</u></u> |

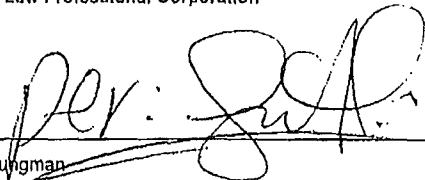
| Code | Fee Eamer        | Time | Rate/hr | Total Fees |
|------|------------------|------|---------|------------|
| MRY  | Mark R. Youngman | N/A  | N/A     | 250.00     |

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|             |                  |             |            |      |             |      |        |
|-------------|------------------|-------------|------------|------|-------------|------|--------|
| Account No. | MAT12988/CNT4031 | Invoice No. | INV01-7541 | Date | 12 Dec 2018 | Page | 2 of 2 |
|-------------|------------------|-------------|------------|------|-------------|------|--------|

Youngman Law Professional Corporation

Per: 

Mark R. Youngman


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Tab K

Attached is Exhibit "K" Referred to in the  
AFFIDAVIT OF BRENT HOULDEN  
Sworn before me this 7<sup>th</sup> day of February, 2019

  
\_\_\_\_\_  
A Commissioner, etc.  
SHAKIRA JOHN

079

**AIRD BERLIS**

Jill P. Fraser  
Direct: 416.865.7744  
E-mail: jfraser@airdberlis.com

January 14, 2019

BY EMAIL

Ms. Leila Burden Nixon  
Gowling WLG  
100 King St W #1600  
Toronto, ON M5X 1G5

Dear Leila:

**Re: Amended and Restated Consumer Lease Program Agreement (the "Program Agreement") dated as of November 23, 2015 between Eco Energy Home Services Inc. ("Eco Energy") and EcoHome Financial Inc. ("EcoHome")**

---

We are counsel to EcoHome, and understand that you are counsel to Eco Energy. We are sending this letter to summarize various issues that currently exist under the Program Agreement. All capitalized terms which are not otherwise defined in this letter shall have the meanings ascribed thereto in the Program Agreement.

First, we understand that Eco Energy has recently made certain allegations with respect to the ownership of the Lease Contracts which are the subject matter of the Program Agreement. The Program Agreement is abundantly clear that the Relevant Lease Contracts have been sold by Eco Energy to EcoHome and, as a result, Eco Energy has no remaining ownership interest in such Relevant Lease Contracts. The Relevant Lease Contracts form part of the "Related Assets" and thus are included as "Purchased Assets" under Section 2.01(1) of the Program Agreement.

Second, we have been advised that Eco Energy has received monies directly from Customers which have not been remitted to EcoHome. In 2017 alone, Eco Energy received and failed to remit to EcoHome over \$170,000 of funds (See Appendix A). Additionally, Eco Energy cancelled its January 15, 2019 meeting with EcoHome to quantify funds which were received by Eco Energy in 2016 but were not remitted to EcoHome. EcoHome has also recently become aware that Eco Energy compromised certain Relevant Lease Contract without EcoHome's express consent. Pursuant to Section 6.02 of the Program Agreement, EcoHome is responsible for the billing and collection of all Relevant Lease Contracts, while Eco Energy has an obligation to assist EcoHome in this undertaking by using commercially reasonable efforts to enforce the rights of the lessor under each Relevant Lease Contract pursuant to which a customer default has occurred, including as may be required by EcoHome. If any monies are received by Eco Energy on account of any Relevant Lease Contract, such monies are received in trust by Eco Energy and are to be punctually paid over to EcoHome, as set out in Section 5.01(d) of the Program Agreement. Any failure by Eco Energy to comply with this covenant is a Termination Event under the Program Agreement and constitutes a breach of trust. We request that Eco Energy provide an immediate accounting of all monies that have been received from Customers on account of the Relevant Lease Contracts, and that Eco Energy remit such funds (the "**Trust Funds**") to EcoHome forthwith to the extent such funds have not yet been remitted to EcoHome.

In addition, we understand that certain of Eco Energy's sub-dealers, notably Canadian Standard Home Services Inc. and Canadian Standard Financial Group Ltd. (together, "CS"), are offering to Customers fraudulent buyouts of Relevant Lease Contract and are keeping the funds. On January 11, 2019, Eco Energy confirmed that the known amount of monies misappropriated by CS total appropriately \$559,000 (See Appendix B) and that CS is continuing to fraudulently collect funds from Relevant Lease Contracts owned by EcoHome. EcoHome requires Eco Energy to comply with its obligations under Section 6.02 of the Program Agreement, and to take all necessary steps to force CS to cease such actions immediately. EcoHome also requires Eco Energy to provide to it any information that Eco Energy has received, or may in the future receive, concerning CS' wrongful actions as set out above. We understand that in offering the fraudulent buyouts, CS continues to represent to Customers that it is the owner of the Relevant Lease Contracts. This, however, is false. In order to induce Eco Home to purchase the Purchased Assets, Eco Energy expressly represented to Eco Home in Section 4.01(j)(ix) of the Program Agreement that no person other than Eco Energy has any right, title, or interest in or to such Relevant Lease Contract or the related Equipment. As it concerns the Related Assets which originated with CS, we require that Eco Energy immediately provide Eco Home all documentation (collectively, the "**Purchase Documentation**") evidencing Eco Energy's purchased of the Related Assets, including the Relevant Leased Contracts, from CS.

Third, pursuant to Section 2.02(a) of the Program Agreement, if at any time the amount of funds in the Cash Reserve Account falls below the Required Reserve Amount, Eco Energy has an obligation to remit cash to EcoHome for deposit to the Cash Reserve Account until the Cash Reserve Account has been restored to the Required Reserve Amount. Eco Energy has not complied with this requirement even when requested in writing.

In addition, pursuant to Section 6.02 of the Program Agreement, Eco Energy is responsible for the payment of all fees, expenses and costs payable under the Open Bill Agreement and all PAPP accounts. Pursuant to Section 5.01(h), Eco Energy is also required to reimburse EcoHome for all out-of-pocket expenses incurred by EcoHome in connection with the enforcement of EcoHome's rights under the Program Agreement, including without limitation, the fees and disbursements of counsel to EcoHome. These unpaid amounts have been added to the Cash Reserve Account, because Eco Energy has not paid EcoHome for these amounts when due.

As of November 30, 2018, the Cash Reserve Account is in a deficit of approximately \$2.06 million (including the Required Reserve Amount of \$795,960). In addition, EcoHome holds non-performing assets purchased from Eco Energy in excess of \$3.19 million, which have not yet been added to the reserve.

**Eco Energy has materially breached the Program Agreement (including, but not limited to, the instances outlined above) and is not acting in good faith (including, but not limited to, intentionally concealing material facts from EcoHome, knowingly making false representations to EcoHome, promising to perform when Eco Energy has no intention of performing and misappropriating EcoHome's property causing EcoHome irreparable injury). On a without prejudice basis, and without waiving any other rights EcoHome may have under the Program Agreement, EcoHome requires Eco Energy by January 18, 2019 to: (i) remit \$795,960 to EcoHome which will in part cover the amounts Eco Energy received on EcoHome's behalf, but also as a preliminary top-up to the Cash Reserve Account to reduce the deficiency; (ii) provide EcoHome with a full and complete accounting of monies that have been received from Customers; (iii) remit to EcoHome all Trust Funds; (iv) provide EcoHome with copies of the Purchase Documentation (proof of ownership) for all Relevant Lease Contracts from CS; (v) deliver to EcoHome true and complete copies of**



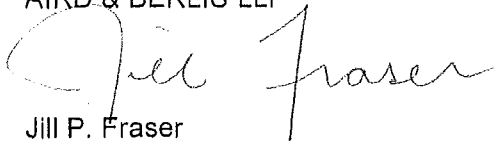
Page 3

**Eco Energy's insurance policies; (vi) furnish to Eco Energy the annual and quarterly financial statements of EcoHome for the last three years; and (vii) work forthwith towards curing Eco Energy's other breaches of the Program Agreement.**

We look forward to hearing from you no later than January 18, 2019 with respect to the foregoing. Please do not hesitate to contact us to discuss.

Yours truly,

AIRD & BERLIS LLP

A handwritten signature in black ink that reads "Jill Fraser". The signature is written in a cursive style with a large initial "J".

Jill P. Fraser

JPF/mf

cc: *Kathryn Houlden, EcoHome Financial Inc.*  
*Steven Graff, Aird & Berlis LLP*

*APPENDIX A*

*(See attached)*



*APPENDIX B*

*(See attached)*

34886705.4

| Customer # | Contract # | Customer   | Address    | City              | Equipment              | LP Account Status | Payment to CS Confirmed  | Date Paid to Can. Standards                   | Comments   | Termination Date | NEV     |
|------------|------------|------------|------------|-------------------|------------------------|-------------------|--|---|--|------------------|---------|
| E7020      | 2016185    | [REDACTED] | [REDACTED] | Mississauga       | HEPA                   | Terminated        | No   | NA - Ministry complaint                       | Ministry complaint filed - EI terminated deal and requested item be discharged by EE who refused - Can. Standards removed equipment but did not notify EE                                  | 29-Aug-2017      | 6194.75 |
| E6755      | 2014819    | [REDACTED] | [REDACTED] | Thornhill         | HEPA                   | Terminated        | No   | NA - Ministry complaint                       | Ministry complaint filed - EI terminated deal due to complaint filed by cust - filed against dealer Canadian Standards - not paid out to dealer but CS issue                               | 22-Sep-2017      | 5249.4  |
| E6755      | 2014820    | [REDACTED] | [REDACTED] | Thornhill         | Water Treatment System | Terminated        | No   | NA - Ministry complaint                       | Ministry complaint filed - EI terminated deal due to complaint filed by cust - filed against dealer Canadian Standards - not paid out to dealer but CS issue                               | 25-Sep-2017      | 4587.14 |
| E6454      | 2014704    | [REDACTED] | [REDACTED] | Richmond Hill     | Water Treatment System | Terminated        | No   | NA - Ministry complaint                       | Ministry complaint filed against dealer Canadian Standard - not paid out but unrecoverable due to CS actions   | 22-Jun-2018      | 5284.4  |
| E6654      | 2014985    | [REDACTED] | [REDACTED] | Richmond Hill     | HEPA                   | Terminated        | No   | NA - Ministry complaint                       | Ministry complaint filed against dealer Canadian Standard - not paid out but unrecoverable due to CS actions   | 23-Jun-2018      | 5169    |
| E6654      | 2014986    | [REDACTED] | [REDACTED] | Richmond Hill     | Water Treatment System | Terminated        | No   | NA - Ministry complaint                       | Ministry complaint filed against dealer Canadian Standard - not paid out but unrecoverable due to CS actions   | 23-Jun-2018      | 5269    |
| E7118      | 2016430    | [REDACTED] | [REDACTED] | Brampton          | Water Treatment System | Terminated        | No - Cust has been requesting receipt from Can. Standard with no responses | NA - cust cannot get copy from Can. Standards | Customer paid out to Can. Standards - EE is pursuing Can. Standards via legal action; Terminated in LP   | 01-Sep-2017      | 4427.19 |
| E7118      | 2016431    | [REDACTED] | [REDACTED] | Brampton          | Water Treatment System | Terminated        | No - Cust has been requesting receipt from Can. Standard with no responses | NA - cust cannot get copy from Can. Standards | Customer paid out to Can. Standards - EE is pursuing Can. Standards via legal action; Terminated in LP   | 01-Sep-2017      | 4427.19 |
| E8297      | 2016342    | [REDACTED] | [REDACTED] | Edmonton          | Hot Water Tank         | Terminated        | Yes  | Aug 29-2017                                   | Customer paid out to Can. Standards - EE is pursuing Can. Standards via legal action; Terminated in LP   | 27-Apr-2018      | 1456.12 |
| E8297      | 2021632    | [REDACTED] | [REDACTED] | Edmonton          | Air Conditioner        | Terminated        | Yes  | Aug 29-2017                                   | Customer paid out to Can. Standards - EE is pursuing Can. Standards via legal action; Not Terminated in LP   | 27-Apr-2018      | 3917.47 |
| E8297      | 2021636    | [REDACTED] | [REDACTED] | Edmonton          | Furnace                | Terminated        | Yes  | Aug 29-2017                                   | Customer paid out to Can. Standards - EE is pursuing Can. Standards via legal action; Not Terminated in LP   | 27-Apr-2018      | 3954.46 |
| E66816     | 2015458    | [REDACTED] | [REDACTED] | Fort Saskatchewan | Furnace                | Terminated        | Yes  | Jul 26-17                                     | Customer paid out to Can. Standards - EE is pursuing Can. Standards via legal action; Not Terminated in LP   | 13-Oct-2017      | 7048.99 |
| E64809     | 2014044    | [REDACTED] | [REDACTED] | Whitby            | Water Treatment System | Terminated        | Yes  | Aug 3-17                                      | Customer paid out to Can. Standards - EE is pursuing Can. Standards via legal action; Not Terminated in LP (customer has second contract for HWI with EI but different dealer - DHS)       | 27-Apr-2018      | 4437.51 |
| E71919     | 2016973    | [REDACTED] | [REDACTED] | Berrie            | Water Treatment System | Terminated        | Yes  | Aug 31-17                                     | Customer claims to have paid out to Can. Standard, no record of receipt and customer has not provided any proof of payment to CS - customer is still making payments on contract as of Oct | 27-Apr-2018      | 4573.32 |
| E70765     | 2016512    | [REDACTED] | [REDACTED] | Napan             | Water Treatment System | Terminated        | No   | NA - Ministry complaint                       | Deal is terminated; Ministry complaint filed by customer against Can. Standard   | 01-Sep-2017      | 4647.15 |
| E69251     | 2015648    | [REDACTED] | [REDACTED] | Niagara Falls     | Water Treatment System | Terminated        | No   |   | Lawyer letter received disputing contract - deal terminated in LP as of Sept 22 on approval by CHS A.  | 22-Sep-2017      | 5339.61 |
| E69251     | 2015649    | [REDACTED] | [REDACTED] | Niagara Falls     | HEPA                   | Terminated        | No   |   | Lawyer letter received disputing contract - deal terminated in LP as of Sept 22 on approval by CHS A.  | 22-Sep-2017      | 6229.7  |
| E6459      | 2013776    | [REDACTED] | [REDACTED] | Markham           | Furnace                | Terminated        | No   |   | Deal terminated in 2015 - customer claims paid out to Can. Standard  | 24-Jun-2016      | 7160.88 |
| E6597      | 2013778    | [REDACTED] | [REDACTED] | Markham           | Water Treatment System | Terminated        | No   |   | Deal terminated in 2015 - customer claims paid out to Can. Standard  | 30-Jun-2016      | 3977.9  |
| E6597      | 2013779    | [REDACTED] | [REDACTED] | Markham           | Air Conditioner        | Terminated        | No   |   | Deal terminated in 2015 - customer claims paid out to Can. Standard  | 24-Jun-2016      | 7160.88 |
| E6597      | 2013462    | [REDACTED] | [REDACTED] | Markham           | HEPA                   | Terminated        | No   |   | Deal terminated in 2015 - customer claims paid out to Can. Standard  | 24-Jun-2016      | 3977.9  |
| E7248      | 2021579    | [REDACTED] | [REDACTED] | Brampton          | Water Treatment System | Terminated        | No   |   | Notes indicated we have been told cust paid out to Can. Standard per EE - deal terminated in July 2017   | 07-Jul-2017      | 4678.69 |
| E67155     | 2014421    | [REDACTED] | [REDACTED] | Toronto           | Water Treatment System | Terminated        | No   |   | Home was sold and lawyer sent payment to Can. Standards based on information in LP notes   | 27-Sep-2017      | 5844.49 |
| E67155     | 2014421    | [REDACTED] | [REDACTED] | Toronto           | HEPA                   | Terminated        | No   |   | Home was sold and lawyer sent payment to Can. Standards based on information in LP notes   | 27-Sep-2017      | 6404.41 |
| E78743     | 2015918    | [REDACTED] | [REDACTED] | Markham           | Furnace                | Terminated        | Yes  | Jul-27-17                                     | Cust paid out 5 contracts to Can. Standard - proof was provided  | 25-Sep-2017      | 5586.71 |
| E78743     | 2015919    | [REDACTED] | [REDACTED] | Markham           | Air Conditioner        | Terminated        | Yes  | Jul-27-17                                     | Cust paid out 5 contracts to Can. Standard - proof was provided  | 25-Sep-2017      | 5586.71 |

|        |            |            |             |                        |            |            |                         |  |         |
|--------|------------|------------|-------------|------------------------|------------|------------|-------------------------|--|---------|
| E79743 | 2015820    | [REDACTED] | Markham     | Water Treatment System | Terminated | Yes        | Jul-27-17               | Cust paid out 5 contracts to Can. Standard - proof was provided  | 2154.86 |
| E79743 | 2015821    | [REDACTED] | Markham     | HEPA                   | Terminated | Yes        | Jul-27-17               | Cust paid out 5 contracts to Can. Standard - proof was provided  | 2154.86 |
| E79743 | 2015822    | [REDACTED] | Markham     | Water Treatment System | Terminated | Yes        | Jul-27-17               | Cust paid out 5 contracts to Can. Standard - proof was provided  | 2154.86 |
| E67702 | 2015121    | [REDACTED] | Edmonton    | Furnace                | Terminated | Yes        | Aug 25-17               | Cust paid out to Can. Standards in Aug; proof of payment forwarded Sept 26th - account is active and up to date in LP                                  | 7414.23 |
| E69428 | 2015907    | [REDACTED] | Mississauga | Water Treatment System | Terminated | Yes        | Jul-14-17               | Customer emailed to advise paid out to Can. Standard; proof of payment received - changing to Detail to stop billing                                   | 4521.52 |
| E69428 | 2016372    | [REDACTED] | Mississauga | Water Treatment System | Terminated | Yes        | Jul-14-17               | Customer emailed to advise paid out to Can. Standard; proof of payment received - changing to Detail to stop billing                                   | 4521.52 |
| E65290 | 2023056    | [REDACTED] | Courtois    | Water Treatment System | Terminated | Yes        | Aug 17-17               | POP to Can. Standards received, request change account to detail to stop EGD billings  | 3234    |
| E70713 | 2016518    | [REDACTED] | Thornhill   | Furnace                | Active     | Pending    |                         | Customer has forwarded POP, waiting on copy to review  | 8049.65 |
| E70713 | 2016668    | [REDACTED] | Thornhill   | Air Conditioner        | Active     | Pending    |                         | Customer has forwarded POP, waiting on copy to review  | 8045.81 |
| E63548 | 2013891    | [REDACTED] | Brampton    | Water Treatment System | Terminated | No         | NA - Ministry complaint | Customer filed consumer complaint - Dispute team to address - currently unresolvable   | 3873.22 |
| E63548 | 2014355    | [REDACTED] | Brampton    | Furnace                | Terminated | No         | NA - Ministry complaint | Customer filed consumer complaint - Dispute team to address - currently unresolvable   | 6478.84 |
| E63548 | 2014049    | [REDACTED] | Brampton    | Water Treatment System | Terminated | No         | NA - Ministry complaint | Customer filed consumer complaint - Dispute team to address - currently unresolvable   | 3899.88 |
| E79746 | 2020226    | [REDACTED] | Sudbury     | HEPA                   | Active     | No         |                         | Cust claims to have paid out to Can. Standards, have requested copy of invoice and proof of payment to CS; cust of will have it emailed                | 7504.49 |
| E68994 | 2015736    | [REDACTED] | Scarborough | Water Treatment System | Terminated | Yes        | Aug-4-2017              | Cust called in and advised paid out to Can. Standard; cust to forward proof of payment and CS invoice  | 4359.57 |
| E64196 | 2014377    | [REDACTED] | Edmonton    | Furnace                | Active     | No         |                         | Account listed on Summary of Closed accounts from Chris Alexander  | 7328.9  |
| E64196 | 2014794    | [REDACTED] | Edmonton    | HEPA                   | Active     | No         |                         | Account listed on Summary of Closed accounts from Chris Alexander  | 4677.75 |
| E72831 | 2017775    | [REDACTED] | North York  | Carbon Filter          | Active     | No         |                         | Account listed on Summary of Closed accounts from Chris Alexander  | 4379.6  |
| E72831 | 2017276    | [REDACTED] | North York  | Water Softener         | Active     | No         |                         | Account listed on Summary of Closed accounts from Chris Alexander  | 4379.6  |
| E71951 | 2015966    | [REDACTED] | North York  | HEPA                   | Terminated | Yes        | Jul-10-2017             | Account listed on Summary of Closed accounts from Chris Alexander  | 5336.92 |
| E71382 | 2016752    | [REDACTED] | North York  | HEPA                   | Terminated | No         | Aug-24-17               | Account listed on Summary of Closed accounts from Chris Alexander  | 5454.67 |
| E69048 | 2015828    | [REDACTED] | Mississauga | Water Treatment System | Terminated | Yes        | Aug 18-17               | Cust paid out to Can. Standards; POP received  | 4366.79 |
| E68514 | 2015639    | [REDACTED] | Scarborough | Water Treatment System | Terminated | Yes        | Aug-17                  | Cust has called in to say he paid out, waiting on proof of payment to Can. Standard; Account listed on Summary of Closed accounts from Chris Alexander | 4144.66 |
| E62672 | 2013627    | [REDACTED] | Edmonton    | Furnace                | Active     | Yes        | Dec 7-17                | Account listed on Summary of Closed accounts from Chris Alexander  | 7272.71 |
| E62672 | 2015860    | [REDACTED] | Edmonton    | Water Treatment System | Terminated | Yes        | Dec 7-17                | CHCC Deal that CSHS took payment on, included in proof of payment provided by customer   | 4692.21 |
| E72138 | 2017112    | [REDACTED] | Newmarket   | Water Treatment System | Terminated | Yes        | July 14-17              | Account listed on Summary of Closed accounts from Chris Alexander  | 4735.31 |
| E65187 | 2014385    | [REDACTED] | Edmonton    | Furnace                | Terminated | No         | Jan 8-18                | Account listed on Summary of Closed accounts from Chris Alexander  | 7364.31 |
| E65187 | 2014536    | [REDACTED] | Edmonton    | Air Conditioner        | Terminated | No         | Jan 8-18                | Account listed on Summary of Closed accounts from Chris Alexander  | 7364.31 |
| E64628 | 2022664    | [REDACTED] | Brampton    | Furnace                | Terminated | No         |                         | Account listed on Summary of Closed accounts from Chris Alexander  | 3681.87 |
| E64628 | 2022645    | [REDACTED] | Brampton    | Air Conditioner        | Terminated | No         |                         | Account listed on Summary of Closed accounts from Chris Alexander  | 3681.87 |
| E65084 | [REDACTED] | [REDACTED] | [REDACTED]  | [REDACTED]             | [REDACTED] | [REDACTED] | [REDACTED]              | Account listed on Summary of Closed accounts from Chris Alexander  | 6050.84 |
| E65084 | [REDACTED] | [REDACTED] | [REDACTED]  | [REDACTED]             | [REDACTED] | [REDACTED] | [REDACTED]              | Account listed on Summary of Closed accounts from Chris Alexander  | 1181.18 |

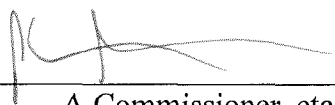
|        |         |            |            |            |                |                        |            |     |                      |   |          |
|--------|---------|------------|------------|------------|----------------|------------------------|------------|-----|----------------------|---|----------|
| E6286  | 2014245 | [REDACTED] | [REDACTED] | [REDACTED] | Edmonton       | Air Conditioner        | Active     | No  |                      | Account listed on Summary of Closed accounts from Chris Alexander file is terminated  | 11/81.18 |
| E7201  | 2017859 | [REDACTED] | [REDACTED] | [REDACTED] | Edmonton       | Hot Water Tank         | Terminated | Yes | Aug-21-17            | Account listed on Summary of Closed accounts from Chris Alexander   | 1372.19  |
| E7201  | 2017851 | [REDACTED] | [REDACTED] | [REDACTED] | Edmonton       | Furnace                | Terminated | Yes | Aug-21-17            | Account listed on Summary of Closed accounts from Chris Alexander   | 7374.05  |
| E7201  | 2023216 | [REDACTED] | [REDACTED] | [REDACTED] | Edmonton       | Water Treatment System | Terminated | Yes | Aug-21-17            | Account listed on Summary of Closed accounts from Chris Alexander   | 2440.23  |
| E6299  | 2013720 | [REDACTED] | [REDACTED] | [REDACTED] | Brampton       | Water Treatment System | Terminated | No  |                      | Account listed on Summary of Closed accounts from Chris Alexander   | 3588.8   |
| E6880  | 2014493 | [REDACTED] | [REDACTED] | [REDACTED] | Mississauga    | Furnace                | Terminated | Yes | Sep-11-17            | Proof of payment to Can. Standard received - paid out on Sept 11, 2017  | 720.32   |
| E66794 | 2021138 | [REDACTED] | [REDACTED] | [REDACTED] | Brampton       | HEPA                   | Terminated | No  |                      | Account listed on Summary of Closed accounts from Chris Alexander   | 2282.54  |
| E66794 | 2021141 | [REDACTED] | [REDACTED] | [REDACTED] | Brampton       | Water Treatment System | Terminated | No  |                      | Account listed on Summary of Closed accounts from Chris Alexander   | 2282.54  |
| E6728  | 201699  | [REDACTED] | [REDACTED] | [REDACTED] | Edmonton       | Furnace                | Active     | No  |                      | Account listed on Summary of Closed accounts from Chris Alexander   | 6438.21  |
| E6728  | 201567  | [REDACTED] | [REDACTED] | [REDACTED] | Edmonton       | Water Treatment System | Terminated | No  | Terminated Nov 15-17 | Ministry complaint filed - file closed CAD  | 5093.96  |
| E6728  | 201568  | [REDACTED] | [REDACTED] | [REDACTED] | Edmonton       | HEPA                   | Terminated | No  | Terminated Nov 15-17 | Ministry complaint filed - file closed CAD  | 6438.9   |
| E6728  | 201569  | [REDACTED] | [REDACTED] | [REDACTED] | Edmonton       | Water Treatment System | Terminated | No  | Terminated Nov 15-17 | Ministry complaint filed - file closed CAD  | 5058.93  |
| E7067  | 2015282 | [REDACTED] | [REDACTED] | [REDACTED] | Thornhill      | HEPA                   | Terminated | No  |                      | Par EE Can Standard removed customer's equipment  | 5104.72  |
| E7067  | 2015283 | [REDACTED] | [REDACTED] | [REDACTED] | Thornhill      | Water Treatment System | Terminated | No  |                      | Customer sent registered letter in Sept 2017 adding not to pay  | 4010.69  |
| E7072  | 2016484 | [REDACTED] | [REDACTED] | [REDACTED] | North York     | Water Treatment System | Active     | Yes | Oct-17-18            | Customer sent registered letter in Sept 2017 adding not to pay  | 3715.72  |
| E7072  | 2016485 | [REDACTED] | [REDACTED] | [REDACTED] | North York     | Water Treatment System | Active     | Yes | Oct-17-18            | Customer sent registered letter in Sept 2017 adding not to pay  | 4057.95  |
| E7072  | 2017080 | [REDACTED] | [REDACTED] | [REDACTED] | North York     | HEPA                   | Active     | Yes | Oct-17-18            | Customer sent registered letter in Sept 2017 adding not to pay  | 4734.38  |
| E6989  | 2016086 | [REDACTED] | [REDACTED] | [REDACTED] | St. Catharines | Air Conditioner        | Active     | Yes | Sep-24-18            | Customer sent registered letter in Sept 2017 adding not to pay  | 6399.9   |
| E6989  | 2016087 | [REDACTED] | [REDACTED] | [REDACTED] | St. Catharines | Furnace                | Active     | Yes | Sep-24-18            | Customer sent registered letter in Sept 2017 adding not to pay  | 6399.9   |
| E6867  | 2023144 | [REDACTED] | [REDACTED] | [REDACTED] | Scarborough    | Furnace                | Active     | Yes | Oct-16-2018          | Customer paid out 4 contracts to CSIS in Oct 2018; unable to locate confirmation/Registered mail that letter was sent adding not to pay CSIS  | 3874.48  |
| E6867  | 2023146 | [REDACTED] | [REDACTED] | [REDACTED] | Scarborough    | Air Conditioner        | Active     | Yes | Oct-16-2018          | Customer paid out 4 contracts to CSIS in Oct 2018; unable to locate confirmation/Registered mail that letter was sent adding not to pay CSIS  | 3874.48  |
| E6867  | 2023148 | [REDACTED] | [REDACTED] | [REDACTED] | Scarborough    | Water Softener         | Active     | Yes | Oct-16-2018          | Customer paid out 4 contracts to CSIS in Oct 2018; unable to locate confirmation/Registered mail that letter was sent adding not to pay CSIS  | 1494.56  |
| E6867  | 2023151 | [REDACTED] | [REDACTED] | [REDACTED] | Scarborough    | Carbon Filter          | Active     | Yes | Oct-16-2018          | Customer paid out 4 contracts to CSIS in Oct 2018; unable to locate confirmation/Registered mail that letter was sent adding not to pay CSIS<br>Dealer was to pay out per email from Brian Nov 8/2018 - From: Bianca Myler-Jansen <b-myler-jansen@coconerfhs.ca> Sent: November-08-18 2:55 PM To: Peter Seon <pseon@sechofinancial.com> <kscant@sechofinancial.com> Cc: Alex Mandolis <AlexMandolis@maincapital.com>; Gary Abul <GAbul@sechofinancial.com> Subject: RE: Contract ID 2016983-157 Burns Cir Barrie, ON L4M5S8 Peter/Keelin, | 1494.56  |
| E7187  | 2016983 | [REDACTED] | [REDACTED] | [REDACTED] | Barrie         | Carbon Filter          | Active     | No  | NA                   | When I was made aware of the situation indeed the law clerk produced that letter previously emailed, I emailed Edmiston and informed duly to that extent at that time see email below. What took so long for Edmiston to come back almost 2 years after when clearly there was charge back noted at the time.   | 4868.72  |

| Comments | Release # | On/Off | SN     | NBY | Termination Date | Dealer             | Customer / Lease Type | Termination Remarks | Customer Name | Address | Internal No. Audit Notes |
|----------|-----------|--------|--------|-----|------------------|--------------------|-----------------------|---------------------|---------------|---------|--------------------------|
|          | 201346    | NVA    | 201346 | NVA | 201346           | Cdn Standard E7250 | RENTAL                | 4279 DEFAULTR       |               |         |                          |
|          | 201347    | NVA    | 201347 | NVA | 201347           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201348    | NVA    | 201348 | NVA | 201348           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201349    | NVA    | 201349 | NVA | 201349           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201350    | NVA    | 201350 | NVA | 201350           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201351    | NVA    | 201351 | NVA | 201351           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201352    | NVA    | 201352 | NVA | 201352           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201353    | NVA    | 201353 | NVA | 201353           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201354    | NVA    | 201354 | NVA | 201354           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201355    | NVA    | 201355 | NVA | 201355           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201356    | NVA    | 201356 | NVA | 201356           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201357    | NVA    | 201357 | NVA | 201357           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201358    | NVA    | 201358 | NVA | 201358           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201359    | NVA    | 201359 | NVA | 201359           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201360    | NVA    | 201360 | NVA | 201360           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201361    | NVA    | 201361 | NVA | 201361           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201362    | NVA    | 201362 | NVA | 201362           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201363    | NVA    | 201363 | NVA | 201363           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201364    | NVA    | 201364 | NVA | 201364           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201365    | NVA    | 201365 | NVA | 201365           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201366    | NVA    | 201366 | NVA | 201366           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201367    | NVA    | 201367 | NVA | 201367           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201368    | NVA    | 201368 | NVA | 201368           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201369    | NVA    | 201369 | NVA | 201369           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201370    | NVA    | 201370 | NVA | 201370           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201371    | NVA    | 201371 | NVA | 201371           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201372    | NVA    | 201372 | NVA | 201372           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201373    | NVA    | 201373 | NVA | 201373           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201374    | NVA    | 201374 | NVA | 201374           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201375    | NVA    | 201375 | NVA | 201375           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201376    | NVA    | 201376 | NVA | 201376           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201377    | NVA    | 201377 | NVA | 201377           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201378    | NVA    | 201378 | NVA | 201378           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201379    | NVA    | 201379 | NVA | 201379           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201380    | NVA    | 201380 | NVA | 201380           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201381    | NVA    | 201381 | NVA | 201381           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201382    | NVA    | 201382 | NVA | 201382           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201383    | NVA    | 201383 | NVA | 201383           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201384    | NVA    | 201384 | NVA | 201384           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201385    | NVA    | 201385 | NVA | 201385           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201386    | NVA    | 201386 | NVA | 201386           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201387    | NVA    | 201387 | NVA | 201387           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201388    | NVA    | 201388 | NVA | 201388           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201389    | NVA    | 201389 | NVA | 201389           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201390    | NVA    | 201390 | NVA | 201390           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201391    | NVA    | 201391 | NVA | 201391           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201392    | NVA    | 201392 | NVA | 201392           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201393    | NVA    | 201393 | NVA | 201393           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201394    | NVA    | 201394 | NVA | 201394           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201395    | NVA    | 201395 | NVA | 201395           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201396    | NVA    | 201396 | NVA | 201396           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201397    | NVA    | 201397 | NVA | 201397           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201398    | NVA    | 201398 | NVA | 201398           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201399    | NVA    | 201399 | NVA | 201399           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |
|          | 201400    | NVA    | 201400 | NVA | 201400           | Cdn Standard E7563 | RENTAL                | 4304 DEFAULTR       |               |         |                          |



Tab L

Attached is Exhibit "L" Referred to in the  
AFFIDAVIT OF BRENT HOULDEN  
Sworn before me this 7<sup>th</sup> day of February, 2019



\_\_\_\_\_  
A Commissioner, etc.

SHAKAIRA JOHN

390

Steven L. Graff  
Direct: 416.865.7726  
E-mail: sgraff@airdberlis.com

January 22, 2019

**BY COURIER, REGISTERED MAIL AND EMAIL**

**Eco Energy Home Services Inc.**  
3761 Victoria Park Ave.  
Suite 10-11  
Toronto, ON M1W 3S3

**Attention: Wei (David) Ouyang and Bianca Myles-Jansen**

Dear Sirs/Mesdames:

**Re: Amended and Restated Consumer Lease Program Agreement dated as of November 23, 2015 between Eco Energy Home Services Inc. and EcoHome Financial Inc. (the "Program Agreement")**

---

We are the lawyers for EcoHome Financial Inc. ("**EcoHome**") in connection with its contractual arrangements with Eco Energy Home Services Inc. ("**Eco Energy**"). Eco Energy is indebted to EcoHome under the above-referenced Program Agreement. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Program Agreement.

We refer to our letter of January 14, 2019 (the "**January 14 Letter**") to Leila Burden Nixon, counsel to Eco Energy, a copy of which is enclosed for ease of reference. As further particularized in the January 14 Letter, Eco Energy is indebted to EcoHome for, among other things:

- a) monies received from Customers on account of Relevant Lease Contracts which have not been remitted to EcoHome (the "**Trust Funds**"); and
- b) funds which are required to bring the Cash Reserve Account up to the Required Reserve Amount (which is currently in a significant negative position), including, without limitation, unpaid amounts for fees, expenses and costs payable under the Open Bill Agreement and all PAPP accounts.

As at December 31, 2018, \$2,010,500 is required to bring the Cash Reserve Account up to the Required Reserve Amount.

The above amount, together with any and all other Trust Funds (to the extent not reflected in the above amount) and other amounts owing by Eco Energy pursuant to the Program Agreement, and all fees, costs and expenses for which Eco Energy is responsible, are hereinafter referred to, collectively, as the "**Indebtedness**".

In addition, for greater certainty, EcoHome appears to hold non-performing assets purchased from Eco Energy in excess of \$3.2M which have not yet been calculated yet for consideration of the allocation to the reserve (or reserve deficiency).

The Indebtedness is secured by, among other things, a General Security Agreement dated January 29, 2015 granted in favour of EcoHome by Eco Energy (the "Security").

The failure by Eco Energy to remit the Trust Funds to EcoHome and to remit sufficient funds to restore the Cash Reserve Account to the Required Reserve Amount constitute Events of Termination under the Program Agreement, as well as Events of Default under the Security. Accordingly, on behalf of EcoHome, please be advised that the Program Agreement is hereby terminated, effective immediately.

On behalf of EcoHome, we hereby formally demand payment of the amount of the Indebtedness, together with interest as set out above from the date hereof to the date of payment in full, by not later than ten (10) days from the date hereof. Interest will continue to accrue on the Indebtedness at the rate of 24% per annum.

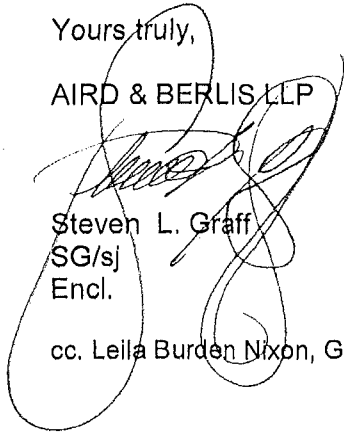
If payment of the Indebtedness is not received by the date set out above, EcoHome will take such steps as it may consider necessary or appropriate to collect the Indebtedness, including, without limitation, the appointment of a receiver and/or manager of Eco Energy.

On behalf of EcoHome, we enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "BIA Notice").

We reserve EcoHome's right to take proceedings within the 10-day period associated with the BIA Notice, if circumstances warrant such proceedings.

Yours truly,

AIRD & BERLIS LLP

  
Steven L. Graff  
SG/sj  
Encl.

cc. Leila Burden Nixon, Gowling WLG

**NOTICE OF INTENTION TO ENFORCE SECURITY**  
**(Bankruptcy and Insolvency Act, Subsection 244(1))**  
By Registered Mail and Email

**TO:**

**Eco Energy Home Services Inc.**  
3761 Victoria Park Ave.  
Suite 10-11  
Toronto, ON M1W 3S3

*an insolvent company*

**TAKE NOTICE** that:

1. EcoHome Financial Inc. ("**EcoHome**"), a secured creditor, intends to enforce its security on the property of the insolvent company/person described below:

(a) all of the undertaking, property and assets of Eco Energy Home Services Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all of the intangibles, accounts receivable, proceeds, books and records, equipment, inventory and all other personal and moveable property of the Debtor.

2. The security that is to be enforced is in the form of, *inter alia*, a General Security Agreement dated January 29, 2015 granted in favour of EcoHome by the Debtor (the "**Security**");

3. The amount of indebtedness secured by the Security, as at December 31, 2018 is:

|                                      |             |
|--------------------------------------|-------------|
| Present calculation of deficiency in |             |
| Required Reserve Amount              | \$2,010,500 |

together with other Trust Fund amounts (to the extent not reflected above), all fees arising under the Program Agreement made as of November 23, 2015 between the Debtor, as seller, and EcoHome, as purchaser, for which the Debtor is responsible, and any and all costs and expenses incurred by EcoHome (including, without limitation, EcoHome's legal and other professional fees herein).

4. EcoHome will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the insolvent company/person consents to an earlier enforcement.

DATED at Toronto this 22<sup>nd</sup> day of January, 2019.

**ECOHOME FINANCIAL INC.**  
by its solicitors, Aird & Berlis LLP

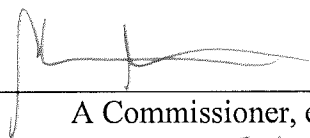
Per 

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Steven L. Graff  
Brookfield Place, Suite 1800  
181 Bay Street, Box 754  
Toronto, ON M5J 2T9  
Tel: 416-863-1500  
Fax: 416-863-1515

Tab M

Attached is Exhibit "M" Referred to in the  
AFFIDAVIT OF BRENT HOULDEN  
Sworn before me this 7<sup>th</sup> day of February, 2019



\_\_\_\_\_  
A Commissioner, etc.

SHAKIRA JOHN



**Eco Energy Home Services Inc.**  
**Lease Reserve Reconciliation**  
**December 31, 2018**  
(prepared as of February 6, 2019)

|   | NBV                         |       | Reserve                     |
|---|-----------------------------|-------|-----------------------------|
| Outstanding Portfolio - Prior to Nov 8, 2014                    | 6,054,754.54                | 3.00% | 181,642.64                  |
| Outstanding Portfolio - Nov 8, 2014 & after                     | <u>22,060,301.56</u>        | 3.00% | <u>661,809.05</u>           |
| <b>Required Reserve Balance</b>                                 | <b><u>28,115,056.10</u></b> |       | <b><u>843,451.68</u></b>    |
| <br>  |                             |       |                             |
| Balance in Account at Jan 31, 2016                              |                             |       | 391,216.53                  |
| Reserves Received from New Originations                         |                             |       | 811,322.23                  |
| Amounts Charged off related to Bad Debts                        |                             |       | -4,504,475.28               |
| Price Adjustments   |                             |       | -44,739.47                  |
| Amounts Charged Off in Excess of Funding                        |                             |       | 266,475.45                  |
| Escalation  |                             |       | 376,146.65                  |
| Top Up  |                             |       | 1,293,947.40                |
| Gain on Termination (50%)                                       |                             |       | 648,190.47                  |
| Amounts Applied to Client Accounts                              |                             |       | -135,166.00                 |
| Other   |                             |       | 148,750.60                  |
| <b>Ending Reserve Balance (Deficiency)</b>                      |                             |       | <b><u>-748,331.42</u></b>   |
| <br>  |                             |       |                             |
| <b>Amount Required to Replenish Reserve to Required Balance</b> |                             |       | <b><u>-1,591,783.10</u></b> |
| <br>  |                             |       |                             |
| Non Performing Assets   |                             |       | <u>(3,217,774.49)</u>       |
| <b>Total Deficiency Including Non Performing Assets</b>         |                             |       | <b><u>-4,809,557.59</u></b> |
| <br>  |                             |       |                             |
| Legal expense invoice to EcoEnergy                              |                             |       | -23,072.85                  |
| Pending Legal Invoices  |                             |       | TBD                         |
| Amounts collected by EcoEnergy related to other periods         |                             |       | TBD                         |
| Amounts collected by EcoEnergy related to loans                 |                             |       | TBD                         |
| <b>Total Deficiency</b>   |                             |       | <b><u>-4,832,630.44</u></b> |

# Tab 3



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

**APPOINTMENT**

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

**RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on

whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$200,000.00; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to make an assignment in bankruptcy on behalf of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the

foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

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

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due

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

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

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

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



**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, including, without limiting the generality of the foregoing, all rights and remedies of Enbridge Gas Distribution Inc. under its agreements with EcoHome or the Debtor, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE RECEIVER**

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering,

interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

**RECEIVER TO HOLD FUNDS**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

**EMPLOYEES**

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

**PIPEDA**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and

to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

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

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross

negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

**RECEIVER'S ACCOUNTS**

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

**FUNDING OF THE RECEIVERSHIP**

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may

arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

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

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

#### **SERVICE AND NOTICE**

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: [www.rsmcanada.com/eco-energy-home-services-inc.](http://www.rsmcanada.com/eco-energy-home-services-inc.)

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

**GENERAL**

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

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

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that RSM Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties of Eco Energy Home Services Inc. 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\_\_.

RSM Canada Limited, solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

ECOHOME FINANCIAL INC.

and

ECO ENERGY HOME SERVICES INC.

Applicant

Respondent

Court File No. CV-19-614122-00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
PROCEEDING COMMENCED AT TORONTO**

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**RECEIVERSHIP ORDER**

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**Steven L. Graff – LSO# 31871V  
Shakaira L. John – LSO# 72263D**

*Lawyers for the Applicant*

# Tab 4

Revised: January 21, 2014  
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver  
Court File No. \_\_\_\_\_ CV-19-614122-00CL

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

THE HONOURABLE \_\_\_\_\_ ) \_\_\_\_\_ DAY, THE \_\_\_\_\_ DAY  
)  
JUSTICE \_\_\_\_\_ ) OF \_\_\_\_\_, 20\_\_

**PLAINTIFF<sup>1</sup>**

Plaintiff

**ECOHOME FINANCIAL INC.**

Applicant

- and -

**DEFENDANT**

Defendant

**ECO ENERGY HOME SERVICES INC.**

Respondent

**ORDER**  
**(appointing Receiver)**

THIS MOTION APPLICATION made by the Plaintiff Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing [~~RECEIVER'S NAME~~] RSM Canada Limited ("RSM") as receiver [and manager] (in such capacities capacity, the "Receiver") without security, of all of the assets,

<sup>1</sup>-The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application.  
-This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.  
<sup>2</sup>-Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

undertakings and properties of ~~[DEBTOR'S NAME]~~Eco Energy Home Services Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Brent Houlden sworn ~~[DATE]~~February 7, 2019 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant and the Respondent, no one appearing for ~~[NAME]~~ although duly served as appears from the affidavit of service of ~~[NAME]~~Jenaya McLean sworn ~~[DATE]~~February 8, 2019 and on reading the consent of ~~[RECEIVER'S NAME]~~RSM to act as the Receiver,

**SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated<sup>3</sup> so that this motion is properly returnable today and hereby dispenses with further service thereof.

**APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~RSM is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

**RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

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

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter

instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.<sup>4</sup> The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$~~\_\_\_\_\_~~50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$~~\_\_\_\_\_~~200,000.00; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,]<sup>5</sup> shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

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

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to make an assignment in bankruptcy on behalf of the Debtor;
- (q) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) ~~(r)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.



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

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate

access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

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

**NO PROCEEDINGS AGAINST THE RECEIVER**

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

**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, including, without limiting the generality of the foregoing, all rights and remedies of Enbridge Gas Distribution Inc. under its agreements with EcoHome or the Debtor, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible

financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE RECEIVER**

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

**RECEIVER TO HOLD FUNDS**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this

Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **EMPLOYEES**

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

#### **PIPEDA**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

**LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

**LIMITATION ON THE RECEIVER'S LIABILITY**

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

**RECEIVER'S ACCOUNTS**

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on

the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.<sup>6</sup>

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

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

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

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

#### **SERVICE AND NOTICE**

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: [www.rsmcanada.com/eco-energy-home-services-inc](http://www.rsmcanada.com/eco-energy-home-services-inc).

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

personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

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

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

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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



32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

---

**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that [~~RECEIVER'S NAME~~] RSM Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties [~~DEBTOR'S NAME~~] of Eco Energy Home Services Inc. 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]~~ RSM Canada Limited,  
solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

ECOHOME FINANCIAL INC.

and

ECO ENERGY HOME SERVICES INC.

Applicant

Respondent

Court File No. CV-19-614122-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
**PROCEEDING COMMENCED AT TORONTO**

**RECEIVERSHIP ORDER**

**AIRD & BERLIS LLP**  
**Barristers and Solicitors**  
**Brookfield Place**  
**Suite 1800, Box 754**  
**181 Bay Street**  
**Toronto, ON M5J 2T9**

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**Steven L. Graff – LSO# 31871V**  
**Shakaira L. John – LSO# 72263D**

**Lawyers for the Applicant**

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| Description   | #35104298v1<CM> - draft Order              |
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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

BETWEEN:

**ECOHOME FINANCIAL INC.**

Applicant

- and -

**ECO ENERGY HOME SERVICES INC.**

Respondent

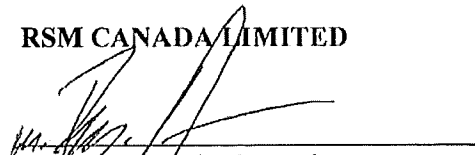
**APPLICATION UNDER SUBSECTION 243(1) OF  
THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION  
101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C-43, AS AMENDED**

**CONSENT**

The undersigned, RSM Canada Limited (“RSM”), hereby consents to the appointment of RSM as receiver and manager, without security, of all of the assets, undertakings and properties of Eco Energy Home Services Inc. pursuant to the provisions of subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 44 of the *Judicature Act*, R.S.P.E.I. 1988, Cap. J-2-1, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, C. c.43, as amended, and the terms of an order substantially in the form filed in the above proceeding.

DATED at Toronto, this 7th day of February, 2019.

**RSM CANADA LIMITED**

  
Name: Bryan A. Tannenbaum  
Title: President



**ECOHOME FINANCIAL INC.**

- and -

**ECO ENERGY HOME SERVICES INC.**

Applicant

Respondents

Court File No. CV-19-614122-00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
PROCEEDING COMMENCED AT TORONTO**

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**CONSENT OF RECEIVER**

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**AIRD & BERLIS LLP**  
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**Steven L. Graff - LSO# 31871V**  
**Shakaira L. John - LSO# 72263D**

*Lawyers for the Applicant*

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ECOHOME FINANCIAL INC.

and

ECO ENERGY HOME SERVICES INC.

Applicant

Respondent

Court File No. CV-19-614122-00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
PROCEEDING COMMENCED AT TORONTO**

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**APPLICATION RECORD**

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