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

ECOHOME FINANCIAL INC.

**Applicant** 

- and -

ECO ENERGY HOME SERVICES INC.

Respondent

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 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

### **MOTION RECORD**

(Discharge Order) (Returnable September 23, 2021)

September 15, 2021

### GOODMANS LLP

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Lawyers for the RSM Canada Limited, in its Capacity as court appointed receiver of Eco Energy Home Services Inc.

### TO: THE SERVICE LIST

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

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

BETWEEN:

### ECOHOME FINANCIAL INC.

**Applicant** 

- and -

### ECO ENERGY HOME SERVICES INC.

Respondent

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 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

### NOTICE OF MOTION (Discharge Order) (Returnable September 23, 2021)

RSM Canada Limited, as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Eco Energy Home Services Inc. (the "**Debtor**"), will make a motion before the Court on September 23, 2021, at 10:00 a.m. or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario,

### **PROPOSED METHOD OF HEARING:** The motion is to be heard:

	in writing under subrule 37.12.1(1) because it is on consent or unopposed or made without
	notice; in writing as an opposed motion under subrule 37.12.1(4);
X	Orally (via Zoom Videoconference as set out on Schedule "A" hereto).

### THE MOTION IS FOR:

- 1. an Order, substantially in the form to be filed (the "**Discharge Order**"), among other things:
  - approving the activities of the Receiver as set out in the Eighth Report of the Receiver to be filed (the "Eighth Report") and the Receiver's previous reports to the Court; <sup>1</sup>
  - (b) approving the fees and disbursements of the Receiver and its legal counsel;
  - vesting in EcoHome Financial Inc. ("**EcoHome**"), free and clear of all claims and encumbrances, all of the right, title and interest of the Debtor, if any, in and to consumer lease contracts described in the Eighth Report (collectively, the "Transferred Contracts");
  - (d) authorizing the Receiver to release to EcoHome all books and records relating to the Transferred Contracts;
  - (e) discharging the Receiver upon the issuance of a certificate of the Receiver (the "Receiver's Discharge Certificate") confirming that all matters to be attended to in connection with the receivership have been completed to the satisfaction of the Receiver; and
  - (f) releasing the Receiver and its affiliates, partners, employees, agents, counsel and other advisors from any and all liability relating to the acts or omissions of the

-

<sup>&</sup>lt;sup>1</sup> Capitalized terms used and not defined herein have the meanings given to them in the Eighth Report.

Receiver while acting in its capacity as Receiver, save and except for any gross negligence or wilful misconduct on the Receiver's part; and

2. Such further and other relief as counsel may advise and as this Honourable Court deems just.

### THE GROUNDS FOR THE MOTION ARE:

- 1. The Receiver was appointed pursuant to an Order of this Honourable Court dated April 3, 2019 on application made by EcoHome, the Debtor's senior secured creditor.
- 2. During the initial period of the receivership, the Receiver took steps to maximize the value of the Debtor's estate and to recover assets and property that were improperly transferred by the Debtor in the period prior to the appointment of the Receiver. As part of this process, the Receiver entered into settlements with a number of third parties under which funds were obtained or recovered for the benefit of the Debtor's estate.
- 3. Since mid-2019, the primary activities of the Receiver have related to its participation in litigation initiated by EcoHome against the Debtor and certain individuals that controlled, were employed by or provided professional services to the Debtor (the "Individual Defendants") for alleged misconduct that caused or contributed to EcoHome's losses (the "EcoHome Action").
- 4. On August 16, 2021, EcoHome, the Individual Defendants, the Debtor and the Third Parties executed Minutes of Settlement giving effect to a comprehensive settlement and release of the EcoHome Action and all counterclaims, crossclaims and third party claims (the "Minutes of Settlement"), the key terms of which will be summarized in the Eighth Report.
- 5. In light of the Minutes of Settlement and the Receiver's earlier successful efforts to recover value for the Debtor's estate, the receivership of the Debtor is now substantially complete.
- 6. EcoHome is the Debtor's senior secured creditor and will suffer a significant shortfall on the amounts owed to it. Pursuant to a Distribution Order granted September 23, 2019, this Court authorized the Receiver to distribute to EcoHome all funds or proceeds in respect of the Debtor's estate. The vesting in EcoHome of the Debtor's right, title and interest in and to the Transferred

Contracts as set out in the proposed Discharge Order – which Transferred Contracts represent the only remaining material source of value in the Debtor's estate – will provide a further source of recovery to EcoHome.

- 7. The fees and disbursements of the Receiver and its counsel during these proceedings are summarized in the Eighth Report. The Receiver is of the view that the fees and disbursements are reasonable and appropriate having regard to the circumstances of the receivership.
- 8. The release of the Receiver and its representatives is in substantially the form of the Court's model receivership discharge order and is appropriate to provide finality to the Released Persons in connection with the discharge of the Receiver.
- 9. The parties to the Minutes of Settlement agreed to consent to, and not oppose, the Receiver seeking a discharge order containing the terms (a) customarily contained in an Order discharging a receiver, including the approval of the reports, activities and fees of the Receiver and a Court-ordered release of the Receiver; and (b) vesting in EcoHome, free and clear of all claims and encumbrances, all of the right, title and interest of Eco Energy, if any, in and to the Transferred Contracts.
- 10. The Receiver seeks the Discharge Order to facilitate the transfer of the remaining assets of the Debtor to its secured creditor and to enable the completion of the receivership proceedings in an efficient and cost-effective manner.
- 11. Rules 2.03, 3.02, 16 and 37 of the Rules of Civil Procedure; and
- 12. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

- (a) The Eighth Report of the Receiver; and
- (b) Such further and other material as counsel may advise and this Honourable Court may permit.

August 27, 2021

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TO: THE SERVICE LIST (Schedule "B" hereto)

### Schedule "A" - Zoom Videoconference Credentials

### Join Zoom Meeting

https://us06web.zoom.us/j/2612308148?pwd=VU8va0pKSkZrY25ieDI5eTZ1ZnozZz09

Meeting ID: 261 230 8148

Passcode: 1234

### One tap mobile

+16473744685,,2612308148#,,,,\*1234# ON (Toronto) +19294362866,,2612308148#,,,,\*1234# US (New York)

Dial by your location

+ +1 647 374 4685 ON (Toronto)

Meeting ID: 261 230 8148

Passcode: 1234

Find your local number: <a href="https://us06web.zoom.us/u/kMDToe170">https://us06web.zoom.us/u/kMDToe170</a>

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

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

ECOHOME FINANCIAL INC.

**Applicant** 

- and -

ECO ENERGY HOME SERVICES INC.

Respondent

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 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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# ECO ENERGY HOME SERVICES INC. ECOHOME FINANCIAL INC. - and -

Applicant

Respondents

# ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

Proceeding commenced at Toronto

## NOTICE OF MOTION

(Discharge Order) (Returnable September 23, 2021)

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

### ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

**BETWEEN:** 

**ECOHOME FINANCIAL INC.** 

**Applicant** 

- and -

**ECO ENERGY HOME SERVICES INC.** 

Respondent

**EIGHTH REPORT OF THE RECEIVER** 

**SEPTEMBER 15, 2021** 

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### I. INTRODUCTION

- 1. RSM Canada Limited was appointed as receiver and manager (the "Receiver") of the assets, undertakings and properties of Eco Energy Home Services Inc. (the "Debtor") pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated April 3, 2019 (the "Appointment Order") on application made by EcoHome Financial Inc. ("EcoHome"). A copy of the Appointment Order is attached hereto as Appendix "A".
- Subsequently, on April 16, 2019, the Debtor was adjudged bankrupt and RSM
   Canada Limited was appointed as trustee of the estate.
- 3. EcoHome is the senior secured creditor of the Debtor. The business relationship between EcoHome and the Debtor was primarily governed by an Amended and Restated Consumer Lease Program Agreement dated as of November 12, 2015 between the parties (the "Program Agreement"). Pursuant to the Program Agreement, EcoHome purchased from the Debtor the regularly-scheduled payments arising under certain consumer lease contracts originated by the Debtor or its agents (which contracts are referred to as the "Relevant Lease Contracts" under the Program Agreement), as well as the equipment and other assets related to such Relevant Lease Contracts. The Debtor retained ownership of certain residual cash flows under the Relevant Lease Contracts referred to as Annual Increases and End of Term Payments in the Program Agreement subject to the terms of the Program Agreement. Under the Program Agreement, the Debtor was responsible for the servicing and administration of the Relevant Lease Contracts for the term of the agreement.

- 4. The materials filed by EcoHome in support of its application for the appointment of the Receiver describe the breakdown of the relationship between EcoHome and the Debtor, and the Debtor's breaches of its obligations under the Program Agreement, including the failure to remit trust funds to EcoHome and the failure to deposit cash collateral into a "Cash Reserve Account" mandated under the Program Agreement.
- 5. The Fifth Report of the Receiver dated July 25, 2019 (the "Fifth Report") provides an overview of the activities undertaken by the Receiver during the initial months of the receivership proceedings to maximize the value of the Debtor's estate and to recover assets and property that were improperly transferred by the Debtor in the period prior to the appointment of the Receiver. As described in the Fifth Report and in the Sixth Report of the Receiver dated September 17, 2019, the Receiver entered into settlements with a number of third parties under which funds were obtained or recovered for the benefit of the Debtor's estate.
- 6. Since the preparation of the Fifth Report, the primary activities of the Receiver have related to its participation in litigation initiated by EcoHome (the "EcoHome Action") against the Debtor and certain individuals that controlled, were employed by or provided professional services to the Debtor (the "Individual Defendants") for alleged misconduct that caused or contributed to EcoHome's losses.
- 7. In April 2021, the Receiver, on behalf of the Debtor, and EcoHome entered into Minutes of Settlement with one of the Individual Defendants, Trent Knackstedt ("Knackstedt"), which was in the form of a Pierringer agreement. The remaining Individual Defendants were advised that a settlement had been reached, and the

Receiver, EcoHome and Knackstedt advised the other Individual Defendants that they would seek an Order dismissing the EcoHome Action and crossclaims as against Knackstedt.

- 8. However, before a motion seeking an Order dismissing the EcoHome Action and Crossclaims as against Knackstedt was brought, in July 2021, the Receiver was informed by EcoHome that EcoHome had reached an agreement in principle with Wei (David) Ouyang who was a director and officer and exercised control over the Debtor prior to the appointment of the Receiver with respect to a comprehensive settlement of the litigation, including the EcoHome Action and the Crossclaims of the all of the Individual Defendants and two corporate entities controlled by one of the Individual Defendants (the "Third Parties"). As the Debtor is a defendant in the EcoHome Action and a Plaintiff by way of Crossclaim and Third Party claim, the Receiver became involved in the settlement discussions and the negotiation of minutes of settlement between the various parties to the litigation.
- 9. On August 16, 2021, EcoHome, the Individual Defendants, the Debtor and the Third Parties executed Minutes of Settlement giving effect to a comprehensive settlement and release of claims amongst the parties (the "Settlement"). A copy of the Minutes of Settlement is attached as Appendix "B". The terms of the Settlement are described more fully in Section IV of this Eighth Report.
- 10. In light of the Settlement and the Receiver's earlier successful efforts to recover value for the Debtor's estate, the receivership of the Debtor is now substantially complete. The Minutes of Settlement contemplate that the Receiver will bring a

motion seeking the discharge of the Receiver within ten (10) business days of the execution of the Minutes of Settlement. The Receiver served its notice of motion on August 27, 2021.

- 11. Accordingly, this Eighth Report is filed in connection with a motion by the Receiver seeking an Order (the "**Discharge Order**"), in the form attached to the Receiver's motion record, which Discharge Order, among other things:
  - (a) approves the activities of the Receiver as set out in its Eighth Report and previous reports to the Court;
  - (b) approves the fees and disbursements of the Receiver and its counsel in these proceedings;
  - (c) vests in EcoHome, free and clear of all claims and encumbrances, all of the right, title and interest of the Debtor, if any, in and to (i) the Relevant Lease Contracts, as such term is defined in the Program Agreement, (ii) the consumer lease contracts listed in Schedule "A" to the Minutes of Settlement, and (iii) all other consumer lease contracts owned or administered by the Debtor (collectively, the "Transferred Contracts");
  - (d) authorizes the Receiver to release to EcoHome or its representatives the books and records of the Debtor that are in the possession of the Receiver or its agents;
  - (e) discharges the Receiver as receiver of the Debtor upon the issuance of a certificate of the Receiver substantially in the form attached to the Discharge

Order (the "Receiver's Discharge Certificate") confirming that all matters to be attended to in connection with the receivership have been completed to the satisfaction of the Receiver; and

- (f) orders that, upon the issuance of the Receiver's Discharge Certificate, the Receiver and its affiliates, partners, employees, agents, counsel and other advisors shall be forever released and discharged from any and all liability relating to the acts or omissions of the Receiver while acting in its capacity as Receiver, save and except for any gross negligence or willful misconduct on the Receiver's part.
- 12. EcoHome is the Debtor's senior secured creditor and will suffer a significant shortfall on the amounts owed to it. Pursuant to a Distribution Order granted September 23, 2019 (the "Distribution Order"), this Court authorized the Receiver to distribute to EcoHome all funds or proceeds in respect of the Debtor's estate, not exceeding the aggregate obligations owing to EcoHome under the Program Agreement. The vesting in EcoHome of the Debtor's right, title and interest in and to the Transferred Contracts as set out in the proposed Discharge Order, which Transferred Contracts represent the only remaining material source of value in the Debtor's estate, will provide a further source of recovery to EcoHome.
- 13. The Receiver seeks the Discharge Order to enable the completion of the receivership proceedings in an efficient and cost-effective manner. The parties to the Settlement agreed to consent to, and not oppose, the Receiver seeking the discharge order containing the terms (a) customarily contained in an Order discharging a receiver, including the approval of the reports, activities and fees of

the Receiver and a Court-ordered release of the Receiver; and (b) vesting in EcoHome, free and clear of all claims and encumbrances, all of the right, title and interest of the Debtor, if any, in and to the Transferred Contracts.

14. For the reasons set out in this Eighth Report, the Receiver submits that the granting of the Discharge Order is necessary and appropriate at this time.

### **Terms of Reference**

- 15. In preparing this Eighth Report and making the comments herein, the Receiver has relied upon certain unaudited financial information and documentation obtained from the Debtor's records and information and documentation received from other sources, including Mr. Ouyang, other employees of the Debtor and the Debtor's affiliates, and EcoHome and its representatives (collectively, the "Information"). The Receiver has, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
- 16. Unless otherwise stated, all dollar amounts contained in this report are expressed in Canadian dollars.

### II. ACTIVITIES OF THE RECEIVER

- 17. The activities of the Receiver since the preparation of the Fifth Report include the following:
  - (a) attending to the administration of Notices of Security Interest that had been registered by the Debtor against properties owned by customers of the Debtor and affiliates of the Debtor;
  - (b) overseeing the collection of funds relating to certain Self-Billing Contracts(as defined below) owned by the Debtor;
  - (c) managing the Wage Earner Protection Program Act claims process for employees of the Debtor;
  - (d) recovering funds that had been improperly paid to subordinate creditors of the Debtor;
  - (e) providing information to stakeholders in response to their inquiries and investigations regarding the events giving rise to the receivership proceedings and related litigation;
  - (f) arranging for ongoing insurance coverage;
  - (g) filing interim reports pursuant to Section 246(2) of the *Bankruptcy and Insolvency Act* (the "**BIA**");
  - (h) filing HST returns in respect of the Debtor; and
  - (i) attending to various administrative matters.

### III. THE LITIGATION

- 18. The Statement of Claim in the EcoHome Action was issued on May 6, 2019. All of the Individual Defendants served Statements of Defence and, in some instances, Crossclaims for contribution and indemnity from the other defendants.
- 19. The Receiver formed the view that the EcoHome Action had merit and determined that it would not defend the EcoHome Action. Instead, the Receiver determined that the alleged conduct of the Individual Defendants and the Third Parties had also caused the Debtor to suffer damages, including but not limited to the damages sought against the Debtor in the EcoHome Action.
- 20. As a result, on March 11, 2020, the Receiver, on behalf of the Debtor, commenced proceedings against the Individual Defendants by way of a Crossclaim and, on March 12, 2020, against the Third Parties by way of a Third Party claim. In its Crossclaim, the Receiver, on behalf of the Debtor, sought damages, compensation, an accounting and disgorgement from the Individual Defendants for among other causes of action, breach of fiduciary duty, knowing assistance of breach of fiduciary duty and breach of trust. As against the Individual Defendants and the Third Parties that provided professional services to the Debtor, the Receiver sought damages for professional negligence.
- 21. Given the commonality and identity of interest in cooperating in the prosecution of the EcoHome Action, the Debtor's Crossclaim against the Individual Defendants, and the Debtor's Third Party claim, EcoHome and the Receiver entered into a Cooperation and Common Interest Agreement dated March 11, 2020 (the "CCI

- **Agreement**"). The CCI Agreement was disclosed to the Individual Defendants and to the Court. A copy of the CCI Agreement is attached hereto as Appendix "C".
- 22. The EcoHome Action was to proceed in accordance with the Litigation Protocol dated January 29, 2021 (the "Litigation Protocol"), which was prepared by the Receiver and endorsed by the Court in an endorsement of Justice Koehnen dated February 9, 2021. A copy of the Litigation Protocol is attached hereto as Appendix "D". In accordance with the Litigation Protocol, EcoHome and the Receiver were required to make arrangements with a third-party services provider to establish and maintain a shared Relativity database, the cost of which was to be split between the parties to the EcoHome Action as provided for in the Litigation Protocol.
- 23. In accordance with the Litigation Protocol, the Receiver conducted a review of the Debtor's records and, on February 26, 2021, the Receiver produced documents relevant to the EcoHome Action in the Debtor's possession by uploading electronic copies of the documents to the shared Relativity database. Certain of the Individual Defendants alleged that the Receiver's productions were deficient and, as a result, the Receiver conducted a supplementary review of, and made further production from, the Debtor's records.
- 24. EcoHome and certain of the Individual Defendants produced relevant records; however, the EcoHome Action did not proceed to examinations for discovery given the intervening Settlement discussed below.

### IV. THE SETTLEMENT

- 25. The terms of the Settlement are set out in the Minutes of Settlement, which have been executed by EcoHome, the Individual Defendants, the Debtor (by the Receiver), the Third Parties and Greensaving Group Inc. ("Greensaving"), an affiliate of the Debtor that is controlled by Mr. Ouyang. The key terms of the Settlement include the following:
  - (a) EcoHome shall provide full and final releases to the Individual Defendants and the Debtor; the Individual Defendants and the Debtor shall provide full and final releases to EcoHome and to one another; and the Debtor and the Third Parties shall provide full and final releases to each other;
  - (b) the Individual Defendants agree that EcoHome is the sole party entitled to receive payments from consumers arising under the Relevant Lease Contracts, including all Annual Increases and End of Term Payments (collectively, the "Residual Payments") that were not originally purchased by EcoHome pursuant to the Program Agreement;
  - (c) the parties will consent to, and will not oppose, the Receiver seeking an order discharging the Receiver in these proceedings, which order shall contain terms (a) customarily contained in an order discharging a receiver, including the approval of the reports, activities and fees of the Receiver and a Court-ordered release of the Receiver, and (b) vesting in EcoHome, free and clear of all claims and encumbrances, all of the right, title and interest of the Debtor, if any, in and to the Relevant Lease Contracts and the

approximately 170 consumer lease contracts listed on Schedule "A" to the Minutes of Settlement (the "Self-Billing Contracts"), which Self-Billing Contracts were not acquired by EcoHome pursuant to the Program Agreement;

- (d) EcoHome and Greensaving agree that, following the granting of the Discharge Order, EcoHome will sell the Self-Billing Contracts and all related rights and equipment to Greensaving for \$1.00;
- (e) EcoHome and Greensaving shall enter into a services agreement providing for the provision of services by Greensaving to EcomeHome and its affiliated entities (the "Services Agreement") on the terms specified in the Services Agreement;
- (f) EcoHome and Mr. Ouyang agree that EcoHome shall be entitled to the benefit of any cash that has been collected under the Self-Billing Contracts prior to July 30, 2021 and that, to the extent that EcoHome collects or receives any cash under the Self-Billing Contracts between July 30, 2021 and the date that the administration of the Self-Billing Contracts is transferred to Greensaving (the "Post-Settlement Proceeds"), EcoHome's credit under the Services Agreement shall be debited by a corresponding amount;
- (g) EcoHome will promptly discharge registrations it made under the Personal Property Security Act (Ontario) against the Individual Defendants and their associated and related corporations; and

(h) the parties to the Settlement, including the Debtor, will consent to an order in which the EcoHome Action and all counterclaims, crossclaims and third party claims shall be dismissed on consent, with prejudice and without costs.

### V. VESTING OF THE TRANSFERRED CONTRACTS

- 26. The Distribution Order provides that all of the right, title and interest of the Debtor, if any, in and to the Transferred Contracts shall vest in EcoHome, free and clear of all claims and encumbrances. The Transferred Contracts consist of the Relevant Lease Contracts, the Self-Billing Contracts, and a residual category intended to capture any other consumer lease contracts owned or administrated by the Debtor.
- 27. EcoHome previously acquired from the Debtor under the Program Agreement all rights to the regularly-scheduled payments under the Relevant Lease Contracts. The Residual Payments, consisting of Annual Increases and End of Term Payments, were not originally purchased by EcoHome.
- 28. EcoHome takes the position that, by virtue of the Debtor's breaches of the Program Agreement, the Debtor has forfeited all rights in respect of the Relevant Lease Contracts and that EcoHome has already become entitled to collect all Residual Payments. As the proposed Discharge Order transfers to EcoHome all of the right, title and interest of the Debtor, *if any*, in and to the Relevant Lease Contracts, it is not necessary for the Receiver or the Court to make a determination as to whether EcoHome has already acquired an interest in the Residual Payments by operation of the Program Agreement.

- 29. The Receiver believes that the vesting of the Debtor's interest, if any, in the Transferred Contracts to EcoHome is appropriate in the circumstances given that:
  - (a) EcoHome is the senior secured creditor of the Debtor;
  - (b) while the aggregate obligations owing by the Debtor to EcoHome continue to increase as a result of payment defaults under the Relevant Lease Contracts and the costs of these receivership proceedings (among other factors), the aggregate obligations owing by the Debtor to EcoHome as of the date of this Eighth Report, net of all previous distributions to EcoHome, are no less than \$6.0 million;
  - (c) based on a valuation of the Residual Payments and the Self-Billing
    Contracts performed by EcoHome using industry-standard methodology,
    which valuation was reviewed by the Receiver, the aggregate value of the
    Residual Payments and the Self-Billing Contracts is significantly less than
    the aggregate obligations owing by the Debtor to EcoHome;
  - (d) accordingly, EcoHome will suffer a significant deficiency on the amounts owing to it by the Debtor;
  - (e) as described in the Sixth Report of the Receiver dated September 17, 2019, Goodmans LLP ("Goodmans"), in its capacity as independent legal counsel to the Receiver, conducted a review of EcoHome's security and concluded that, subject to standard assumptions and qualifications set forth in the security review, the general security agreement granted by the Debtor to

- EcoHome creates a valid security interest in favour of EcoHome in the collateral described in the general security agreement; and
- (f) this Court previously granted the Distribution Order authorizing the Receiver to distribute to EcoHome all funds or proceeds in the Debtor's estate. The vesting provisions in the Discharge Order supplement the Distribution Order by authorizing the Receiver to distribute non-cash property to EcoHome in partial satisfaction of the Debtor's obligations.
- 30. The Receiver notes that, as part of the Settlement, EcoHome has agreed to (a) sell the Self-Billing Contracts which are initially to be transferred to EcoHome pursuant to the Discharge Order to Greensaving for \$1.00, and (b) reduce Greensaving's obligations under the Services Agreement by the amount of any Post-Settlement Proceeds in respect of the Self-Billing Contracts received by EcoHome. The Receiver is not party to these bilateral arrangements between EcoHome and Greensaving, which the Receiver understands were negotiated by EcoHome and Mr. Ouyang in order to facilitate a comprehensive resolution to the EcoHome Action.
- 31. The Receiver intends to distribute the remaining funds in the Debtor's estate (after the payment of professional fees and other costs of administration) to EcoHome pursuant to the Distribution Order and to cause the transfer of the Debtor's right, title and interest in and to the Transferred Contracts to EcoHome pursuant to the proposed Discharge Order. EcoHome will be responsible for the conveyance of the Self-Billing Contracts to Greensaving in accordance with the terms of the Minutes of Settlement.

32. The proposed form of Discharge Order also authorizes the Receiver and its agents to release to EcoHome or its representatives all books and records of the Debtor that are in the possession of the Receiver or its agents. The Receiver has been advised that certain of these records are required for the administration of the Transferred Contracts moving forward.

### VI. FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS COUNSEL

- 33. Pursuant to paragraph 18 of the Appointment Order, the Receiver and its counsel shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges. Pursuant to paragraph 19 of the Appointment Order, the Receiver and its counsel shall pass their accounts from time to time before the Court.
- 34. Attached as Appendix "E" is the affidavit of Bryan Tannenbaum sworn September 14, 2021 attesting to the fees and disbursements of the Receiver for the period April 3, 2019 to August 31, 2021 in the aggregate amount of \$435,091.54, comprised of fees of \$383,662.00, disbursements of \$1,374.68, and HST of \$50,054.86.
- 35. Attached as Appendix "F" is the affidavit of Bradley Wiffen sworn September 13, 2021 attesting to the fees and disbursements of Goodmans, counsel to the Receiver, for the period April 3, 2019 to September 8, 2021 in the aggregate amount of \$489,857.22, comprised of fees of \$426,907.00, costs and disbursements of \$6,631.04, and taxes of \$56,319.18.

- 36. In addition to the foregoing amounts, the Receiver and Goodmans expect that they will each incur additional fees and disbursements prior to the issuance of the Receiver's Discharge Certificate, as set out in the fee affidavits, to complete the administration of the Debtor's estate.
- 37. It is the Receiver's view that the fees and disbursements of the Receiver and its counsel are reasonable and appropriate in the circumstances having regard to the circumstances of the receivership, including as a result of actions taken by the Debtor and its principals both prior to and following the appointment of the Receiver as summarized in the Fifth Report. These actions materially impeded the Receiver's ability to take control of the Debtor's business, necessitated a number of motions and court appearances to enable the Receiver to gain access to the Debtor's assets and business records, and required the Receiver to pursue and negotiate settlements with a number of third parties to obtain value that was improperly transferred from the Debtor's estate.

### VII. THE DISCHARGE ORDER

38. In addition to the vesting of the Transferred Contracts and the approval of the activities and fees of the Receiver, the proposed Discharge Order also provides for the discharge of the Receiver upon the filing of the Receiver's Discharge Certificate confirming that all matters to be attended to in connection with the receivership have been completed to the satisfaction of the Receiver. The Discharge Order provides that, following its discharge, the Receiver will remain the receiver of the Debtor for the performance of incidental or ancillary matters as may be required to complete the administration of the receivership, and shall continue

to have the benefit of the rights, approvals, protections, releases and stays of proceedings in favour of the Receiver at law or pursuant to the Receivership Order.

- 39. Prior to issuing the Receiver's Discharge Certificate, the Receiver intends to complete a number of administrative matters, including:
  - appearing before the Court, as necessary, in respect of the consent order dismissing the EcoHome Action and all counterclaims, crossclaims and third party claims;
  - (b) attending to any administrative steps necessary to carry out the Settlement;
  - (c) filing a final HST return in respect of the Debtor;
  - (d) making a final distribution to EcoHome of the proceeds, if any, remaining in the Debtor's estate; and
  - (e) preparing the Final Statement of the Receiver pursuant to section 246(3) of the BIA.
- 40. The Discharge Order also includes a release of the Receiver and its affiliates, partners, employees, agents, counsel and other advisors (collectively, the "Released Persons") from any and all liability that the Released Persons now or may have by reason of the acts or omissions of the Receiver while acting in its capacity as receiver, save and except for any gross negligence or willful misconduct on the part of the Receiver.

Order is reasonable and appropriate in the circumstances. The proposed release is in substantially the form of the Court's model receivership discharge order. The Receiver's counsel was named as a defendant in a Small Claims Court Action bearing file number SC-19-0000-10832 (the "SC Action"). However, the SC Action was discontinued on October 10, 2019. A copy of the Notice of Discontinuance is attached hereto as Appendix "G". Aside from the SC Action, the Receiver is not aware of any claims or liabilities having been asserted against the Receiver or the other Released Persons in their personal capacity. Further, the parties to the Minutes of Settlement have agreed to consent to a Court-ordered release of the Receiver. The release is appropriate to provide finality to the Released Persons in connection with the discharge of the Receiver.

#### VIII. CONCLUSION

42. In light of the Settlement and the activities of the Receiver to maximize the value of the Debtor's estate, the receivership proceedings are now substantially complete. The Receiver therefore respectfully requests that this Court grant the

Discharge Order to facilitate the transfer of the remaining assets of the Debtor to its secured creditor and the discharge of the Receiver.

All of which is respectfully submitted to this Court as of this 15<sup>th</sup> day of September, 2021.

#### **RSM CANADA LIMITED**

In its capacity as Court Appointed Receiver and Manager of Eco Energy Home Services Inc. and not in its personal capacity

Per: Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT

President

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

#### **ONTARIO**

#### SUPERIOR COURT OF JUSTICE

#### COMMERCIAL LIST

THE HONOURABLE MADAM	)	WEDNESDAY, THE 3RD DAY
<del>DAY</del>		
	)	
JUSTICE CONWAY	)	OF APRIL, 2019



#### ECOHOME FINANCIAL INC.

**Applicant** 

- and -

#### ECO ENERGY HOME SERVICES INC.

Respondent

### ORDER (appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing 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. (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.

THIS CROSS APPLICATION made by the Debtor to adjourn the Applicant's application.

ON READING the affidavit of Brent Houlden sworn February 7, 2019 and the Exhibits thereto, the consent endorsement of the Honourable Mr. Justice McEwen made February 13, 2019, the endorsement of the Honourable Mr. Justice McEwen made February 21, 2019, the

affidavit of Wei (David) Ouyang sworn February 25, 2019 and the Exhibits thereto, the affidavit of Brent Houlden sworn February 28, 2019, the Report of Investigative Procedures of BDO Canada LLP dated March 8, 2019, the factum of the Applicant dated March 8, 2019, the factum of the Debtor dated March 12, 2019, the endorsement of the Honourable Madam Justice Conway made March 14, 2019 and the affidavit of Jonathan Yantzi sworn March 28, 2019, and on hearing the submissions of counsel for the Applicant, counsel for the Debtor and such other counsel as were present as indicated on the counsel slip, no one else appearing although duly served as appears from the affidavit of service of Jenaya McLean sworn February 8, 2019, and on reading the consent of RSM to act as the Receiver,

#### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application, the Notice of Cross Application, the Application and the Cross Application is hereby abridged and validated so that this application and this cross-application are 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:
  - 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;

- (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 and to consent, on behalf of the Debtor, to the bankruptcy application currently outstanding against the Debtor bearing court file number 31-OR-208359-T (the "Bankruptcy Application");
- (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, save and except for the Bankruptcy Application, 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, save and except for the Bankruptcy Application: (i) 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 (ii) 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, save and except for the Bankruptcy Application, 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: (i) the Receiver, on the Debtor's behalf, may terminate the employment of such employees; or (ii) the employees of the Debtor are otherwise terminated by operation of law. 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 be permitted to 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 (including statutory, deemed and

constructive 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 <a href="http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/">http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/</a>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (Ontario) (the "Rules"), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules 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: <a href="https://www.rsmcanada.com/eco-energy-home-services-inc">www.rsmcanada.com/eco-energy-home-services-inc</a>.
- 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, including, without limitation, as a result of the Bankruptcy Application.
- 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 Debtor's cross application be and is dismissed.
- 32. THIS COURT ORDERS that the Applicant shall have its costs of this application and the Debtor's cross application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
- 33. 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.

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

APR 03 2019

PER/PAR: UM

#### 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
numberCL, 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 as
the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating
, 1

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.

0.	The charge securing this certificate sha	if operate so as to permit the Receiver to dear with
the Pro	operty as authorized by the Order and a	as authorized by any further or other order of the
Court.		
	The Receiver does not undertake, and respect of which it may issue certificate	it is not under any personal liability, to pay any sunder the terms of the Order.
DATE	D the, 20	0
		RSM Canada Limited, solely in its capacity as Receiver of the Property, and not in its personal capacity
		Per:
		Name:

Title:

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Applicant

and

ECO ENERGY HOME SERVICES INC.

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 M51 2T9

Tel: 416.863.1500 Fax: 416.863.1515

Fax: 410.803.1313 Email: sgraff@airdberlis.com / sjohn@airdberlis.com

Steven L. Graff – LSO# 31871V Shakaira L. John – LSO# 72263D

Lawyers for the Applicant

Court File No. CV-19-00619383-00CL

## ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

BETWEEN:

#### ECOHOME FINANCIAL INC.

Plaintiff

and

WEI OUYANG also known as DAVID OUYANG, BIANCA MYLES-JANSEN, SIU CHEUNG TAM also known as TONY TAM, TRENT KNACKSTEDT, BENEDICT LEUNG, YUZHUO LIU also known as GRACE LIU, and ECO ENERGY HOME SERVICES INC.

Defendants

and

1234505 ONTARIO INC. o/a LEUNG & COMPANY MANAGEMENT CONSULTING and LEUNG & COMPANY CHARTERED PROFESSIONAL ACCOUNTANTS

Third Parties

#### MINUTES OF SETTLEMENT

The Parties agree to settle the action, all counterclaims, all crossclaims and the third party claim on the following terms:

1. EcoHome Financial Inc. ("EcoHome") shall provide unconditional comprehensive full and final releases to Wei Ouyang, Bianca Myles-Jansen, Siu Cheung Tam, Trent Knackstedt, Benedict Leung and Yuzhuo Liu (collectively, the "Defendants") and Eco Energy Home Services Inc. ("Eco Energy"), by its Court-appointed receiver and trustee in bankruptcy (the "Receiver"), and their respective associated and related corporations and other entities for all causes of action,

claims and demands up to the date these releases are released from escrow in a form agreeable to counsel for the Defendants, acting reasonably. The Defendants and Eco Energy by its Receiver, shall provide unconditional comprehensive full and final releases to the Plaintiff and to one another in a form agreeable to counsel for the person in whose favour the release is to be given, acting reasonably. Eco Energy by its Receiver and the third parties shall provide unconditional comprehensive full and final releases to one another in a form agreeable to counsel for the person in whose favour the release is to be given, acting reasonably (all of the releases referenced in this clause 1, are hereinafter collectively referred to as the "Releases").

- 2. The Defendants acknowledge and agree that EcoHome is the sole party entitled to receive any and all payments from consumers arising from the Relevant Lease Contracts (as such term is defined in the Dealer Agreement dated November 23, 2015 between Eco Energy Home Services Inc. and EcoHome), and that EcoHome is unencumbered in its right to sell or assign any or all of the Relevant Lease Contracts. The Defendants acknowledge and agree that none of them retains any direct or indirect interest in the Relevant Lease Contracts. Without limiting the generality of the foregoing, it is acknowledged and agreed that EcoHome is entitled to receive all Annual Increases and End of Term Payments (as such terms are defined in the Dealer Agreement) with respect to the Relevant Lease Contracts.
- 3. The parties to these Minutes of Settlement consent to, and will not oppose, the Receiver seeking an Order discharging the Receiver in Court File No. CV- 19-614122-00CL, which Order shall contain terms (a) customarily contained in an Order discharging a receiver, including the approval of the reports, activities and fees of the Receiver and a Court-ordered release of the Receiver; and (b) vesting in EcoHome, free and clear of all claims and encumbrances, all of the right, title and interest of Eco Energy, if any, in and to the Relevant Lease Contracts and the

consumer lease contracts listed in Schedule "A" hereto (the "Discharge Order"). The motion seeking the Discharge Order shall be made within ten (10) business days of execution of these Minutes of Settlement. The Receiver makes no representations or warranties whatsoever with respect to the Relevant Lease Contracts, the consumer lease contracts listed in Schedule "A' hereto, or any of the other consumer lease contracts owned or administered by Eco Energy.

- 4. EcoHome and Greensaving Group Inc. ("Greensaving") agree that, upon the issuance of the Discharge Order, EcoHome shall assign and sell to Greensaving for \$1.00 (one dollar)the consumer lease contracts listed in Schedule "A" hereto, including all the property in the leased assets, all the rights to all the lease and other payments under the leases, all the security, and all causes of action and claims under the leases including annual increases and end of term payments. Greensaving shall be responsible to cover the registration of the assignments of the consumer lease contracts at its own expense, which shall occur within 30 days of the issuance of the Discharge Order.
- 5. EcoHome and Greensaving shall enter into a services agreement providing for the provision of services by Greensaving to EcoHome and its affiliated entities (the "Services Agreement") on the terms specified in the Services Agreement. Executed copies of the Releases and the Services Agreement shall be exchanged in escrow and released concurrently upon resolution of such Releases and the Services Agreement. The Parties acknowledge that the entry into of the Services Agreement, the assignment and sale of the consumer lease contracts listed in Schedule "A" hereto, and the Releases are integral parts of the settlement contemplated by these Minutes of Settlement, but for greater certainty, acknowledge and agree that the Releases are unconditional and are not dependent on the fulfilment or performance of the Services Agreement.

- 6. EcoHome and Wei Ouyang agree that (a) Eco Home or the Receiver shall be entitled to the benefit of any cash that has been collected from the consumer contracts listed in Schedule "A" prior to July 30, 2021, and (b) Greensaving shall be entitled to any cash collected from such contracts from July 30, 2021 going forward including from any payments then in default (the "Post-Settlement Proceeds"). To the extent that EcoHome collects or receives any Post-Settlement Proceeds in between July 30, 2021 and the date that the administration of those contracts is transferred to Greensaving, EcoHome's credit under the Services Agreement shall be debited by a corresponding amount. For greater certainty, EcoHome and the Receiver shall not have any obligation to make any distribution to Greensaving in respect of cash collected from the consumer lease contracts listed in Schedule "A" hereto prior to July 30, 2021. Notwithstanding the foregoing, EcoHome shall provide Greensaving with an accounting of all cash that actually has been collected from the consumer lease contracts listed in Schedule "A" hereto and any Post-Settlement Proceeds.
- 7. The Defendants agree that none of them will take any action that is contrary to what has been acknowledged and agreed in clause 2 above, whether directly or indirectly. The Defendants shall not counsel, direct, or otherwise cause in any way any person, firm, corporation, or other entity to take a position that is inconsistent with clause 2 above, and the Defendants agree they are hereby estopped from doing so.
- 8. EcoHome shall forthwith (and in no event later than 2 weeks following the date the Defendants' releases are released from escrow) discharge the following PPSA registrations against the following individuals and corporations and any other registrations against the Defendants, their directors and officers, and their associated and related corporations and other entities:

- (a) PPSA Registration No. 20141107 1437 6083 9293, which is noted as PPSA File No. 701397621 with respect to Greensaving, D&G Enterprise Inc., D&G IP Holding Inc., Enterprise Portal Solutions Inc., 2360777 Ontario Inc. o/a Global Eco Energy Group, 9701001 Canada Corporation o/a True Alliance Financial, 2586322 Ontario Inc. o/a Air Quality Dunrite, 2586306 Ontario Inc., 3D Network Technology, Canadian Cash & Carry Co. Ltd., Wei Ouyang aka David Ouyang, Yuzhuo Liu aka Grace Liu, and Siu C. Tam; and
- (b) PPSA Registration No. 20190424 1149 1793 2864, which is noted as PPSA File No. 701397621 with respect to 1234505 Ontario Inc. o/a Leung & Company Management Consulting.
- 9. The Parties hereto, including Eco Energy by its Receiver, will consent to an order in which the action, all counterclaims, all crossclaims, and the third party claim shall be dismissed on consent, with prejudice, and without costs. EcoHome shall be responsible for and shall obtain and shall have issued the above consent order.
- 10. The Parties, including Eco Energy by its Receiver, shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

DATED AT Toronto , Ontario this .10th day of August, 2021

#### ECOHOME FINANCIAL INC.

Per

Oscar Strawczynski, Gene al Counsel (I have authority to bind the corporation)

DATED AT TORONTO ntario this ... 16thay of August, 2021

ECO ENERGY HOME SERVICES INC BY ITS COURT-APPOINTED RECEIVER RSM CANADA LIMITED

Per:

(I have authority to bind the corporation)

DATED AT , Ontario this ..... day of August, 2021

Witness

Kiaochun Trang

**WEI OUYANG** 

DATED AT

, Ontario this ..... day of August, 2021

Midmand Hill

GREENSAVING GROUP INC.

Per

(I have authority to bind the corporation)

DATED AT Ontario this 6th da	ny of August, 2021
Witness Viaochun Jiang	BIANCA MYLES-JANSEN
DATED AT , Ontario this	day of August, 2021
Witness Alvin M. Meisels	SIU CHEUNG TAM
DATED AT locato, Ontario this 13+	tage of August, 2021
Witness	TRENT KNACKSTEDT
DATED AT , Ontario this .6	th day of August, 2021
Witness Xiaschun Jiang	到 写真 YUZHUO LIU
DATED AT , Ontario this	day of August, 2021
Witness	BENEDICT LEUNG

DATED AT , Ontario this .6 day	y of August, 2021
Withess Viaochun Jiang	BIANCA MYLES-JANSEN
DATED AT , Ontario this d	ay of August, 2021
Witness	SIU CHEUNG TAM
DATED AT Peel , Ontario this .1.6thd	ay of August, 2021  TRENT KNACKSTEDT
DATED AT , Ontario this .6.	day of August, 2021
Witness Xiaschun Jiang	YUZHUO LIU
DATED AT , Ontario this	day of August, 2021
Witness	BENEDICT LEUNG

DATED AT , Ontario this 6th day	of August, 2021
Witness Viaochun Jiang	BIANCA MYLES-JANSEN
DATED AT , Ontario this da	ay of August, 2021
Witness	SIU CHEUNG TAM
DATED AT , Ontario this da	ry of August, 2021
Witness	TRENT KNACKSTEDT
DATED AT , Ontario this .6.1.	Aday of August, 2021
Witness Xiaochun Jiang	YUZHUO LIU
DATED AT Markhan, Ontario this . Com. d	lay of August, 2021
_h~>	Am
Witness Diana L	BENEDICTLEUNG

DATED AT Markham, Ontario this 10... day of August, 2021

1234505 ONTARIO INC. o/a LEUNG & **COMPANY MANAGEMENT CONSULTING** 

Diana hi

Per:

(I have aythority to bind the

corporation)

DATED AT Markham, Ontario this 10... day of August, 2021

LEUNG & COMPANY CHARTERED PROFESSIONAL ACCOUNTANTS

Per:

(I have authority to bind the

corporation)

Schedule "A"

Eco Energy #
J014652
PSG034839
J012510
J012452
PSG035486
J012646
J011936
J012304
J010248
J013346
J032210
KIC014520
J008559
J033861
J033861
J011274
J007043
KIC033513
KIC033513
J014436
J014436
J010361
CS010551
J011436
J010341
PSG035300
J013599
J013246
PSG035293
PSG034507
GM000058
PSG034031
OSS034353
J014946
J033881
KIC032885
J012407
KIC033307
PSG034061
J009080

RSM073	J034292
RSM080	J007341
RSM084	J008852
RSM081	J007341
RSM086	J010230
RSM111	J011917
RSM179	CS007409
RSM088	J012015
RSM142	KIC032550
RSM092	PSG034427
RSM093	PSG034427
RSM159	J011996
RSM177	CS010466
RSM116	KIC033366
RSM117	KIC033281
RSM118	J032207
RSM119	KIC014511
RSM120	J013169
RSM121	J012004
RSM143	KIC032186
RSM112	PSG034400
RSM113	PSG034400
RSM153	J013652
RSM123	PSG034110
RSM126	J013615
RSM009	J008218
RSM027	J006297
RSM064	J006067
RSM124	J014509
RSM087	J008933
RSM105	J011486
RSM106	J009668
RSM108	J009104
RSM109	J008693
RSM110	J007263
RSM128	J006275
RSM139	KIC033430
RSM150	J014417
RSM151	J014353
RSM152	J014286
RSM158	J012123
RSM165	J009013
RSM170	J006257

CS010515
KIC032598
KIC032573
J006944
KIC033331
J012083
PSG035335
J015062
CCHS034360
CCHS034255
CCHS034252
CCHS034017
CCHS033510
KIC032724
J010982
J010176
J033013
J013320
J007338
KIC033088
J040649
J014452
J009607
J008987
J008138
J006118
CS008352
CCHS033298
PSG035334
KIC032991
KIC032647
J034268
J013570
J012744
J006766
PSG035259
J012509
J012460
GM000018

EE Ref	Job ID
1416-PSG034608	PSG034608
1417-PSG034608	PSG034608
1484-PSG034608	PSG034608
1485-PSG034608	PSG034608
1441-OSS034485	OSS034485
1349-J032411	J032411
1492-J002354	J002354
1433-OSS034518	OSS034518
1352-J013496	J013496
1353-J013496	J013496
1444-OSS034463	OSS034463
1366-J009595	J009595
1403-OSS034716	OSS034716
1429-PSG034524	PSG034524
1277-PSG035248	PSG035248
1389-J037413	J037413
1402-OSS034717	OSS034717
1457-OSS034249	OSS034249
1370-CS007270	CS007270
1363-CS009143	CS009143
1476-J010739	J010739
1435-OSS034508	OSS034508
1450-OSS034316	OSS034316
1355-J011227	J011227
1480-J001285	J001285
1439-J034493	J034493
1440-J034493	J034493
1343-PSG034718	PSG034718
1417-PSG034563	PSG034563
1359-CS009738	CS009738
1393-PSG034896	PSG034896
1394-PSG034895	PSG034895
1368-CS007441	CS007441
1414-OSS034632	OSS034632
1478-J010030	J010030
1477-J010030	J010030
1446-OSS034426	OSS034426
1162-J001705	J001705
1460-OSS034198	OSS034198
1474-J012568	J012568
1427-OSS034540	OSS034540
1371-J007246	J007246

1454-OSS034261	OSS034261
1408-PSG034635	PSG034635
1378-J002455	J002455
1491-OSS034527	OSS034527
1168-J001913	J001913
1443-OSS034474	OSS034474



#### COOPERATION AND COMMON INTEREST AGREEMENT

THIS AGREEMENT is made this 11th day of March, 2020,

#### BETWEEN:

**RSM CANADA LIMITED** in its capacity as the Court-appointed receiver and trustee in bankruptcy of Eco Energy Home Services Inc. (the "**Receiver**"), and not in its personal capacity

- and -

ECOHOME FINANCIAL INC. ("EcoHome")

(individually a "Party", and collectively, the "Parties")

#### WHEREAS:

- A. The Receiver is the Court-appointed receiver and trustee in bankruptcy of Eco Energy Home Services Inc. ("Eco Energy");
- B. EcoHome is the first-ranking secured creditor of Eco Energy, and is expected to suffer a shortfall in the recovery of its claims against Eco Energy, and is currently, and is expected to continue to be, the fulcrum secured creditor having the sole economic interest in the estate of Eco Energy at this time;
- C. EcoHome has commenced legal proceedings before the Ontario Superior Court of Justice (Commercial List), having Court File No. CV-19-00619383-00CL (the "EcoHome Claim"), against Eco Energy and a number of Eco Energy's former directors, officers and employees (such other defendants being the "Other Defendants") for various misconduct that caused or contributed to EcoHome's losses;
- D. The Receiver is of the view that the EcoHome Claim has merit and has determined that, accordingly, it will not defend that action;
- E. The Receiver has determined that the alleged conduct of the Other Defendants at issue in the EcoHome Claim has also caused Eco Energy damage, including but not limited to the damages sought against it in the EcoHome Claim;
- F. The Receiver has determined to commence proceedings against the Other Defendants by way of a crossclaim in the EcoHome claim (the "Receiver's Crossclaim");
- G. The Parties believe and understand that the events and actions of the Other Defendants giving rise to the EcoHome Claim and the Receiver's Crossclaim, and the issues to be addressed in both proceedings, are the same or substantially the same;

- H. The Parties have determined that they have a commonality and identity of interest in cooperating in the prosecution of the EcoHome Claim and the Receiver's Crossclaim; and
- I. The Parties are of the view that in light of the commonality and identity of their interests, it is in their best interests to cooperate in the prosecution of the EcoHome Claim and the Receiver's Crossclaim so as to minimize duplication, costs and burden on judicial resources.

**NOW, THEREFORE**, this Agreement witnesses that, in consideration of the premises, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and will not be challenged), the Parties hereby agree as follows:

- 1. The Receiver and EcoHome each agree that they have a common interest in the prosecution of the EcoHome Claim and the Receiver's Claim (collectively, the "Claims") and desire to further their common interest by establishing procedures for cooperation among themselves in connection with the same.
- 2. The Parties agree that their common interests will be best served if they
  - share, whether orally or in writing or both, documents and information including, but not limited to, legal research memoranda and analysis, memoranda and summaries of other factual investigations, litigation strategies, summaries of client or witness interviews, mental impressions of counsel and other counsel work product in whatever form, the work of experts jointly or separately retained by either of the Parties in connection with or in preparation for any step in the prosecution of the Claims, digests and/or summaries of transcripts, and any other information, documents and materials that may be protected by the lawyer-client privilege, litigation work product privilege or by any other applicable privileges (the "Confidential Materials"), in a manner consistent with applicable law, and agree to exchange and share certain Confidential Materials between themselves in order to further their mutual respective common interests; and
  - (b) coordinate the prosecution of the Claims by, among other things, having one counsel as agent for the other counsel to carry out certain steps in the prosecution for both parties, as the Parties may determine from time to time, it being acknowledged that as at the time of this Agreement, it is the anticipation of the Parties, subject to the terms of this Agreement, that the Receiver's counsel will act as agent for EcoHome's counsel in any motions, documentary discovery and examinations for discovery.
- For greater certainty, neither Party shall be obliged to disclose any Confidential Materials to the other Party or to agree that any step or process in the litigation will be carried out by the other Party's lawyer on their behalf.
- 4. Except as expressly provided in this Agreement, nothing contained in this Agreement shall obligate either Party to consult with the other Party on any specific decision or strategy

- except to the extent that a decision had been made by them to have one of their counsel act as counsel for the other's counsel with respect to a particular step or process.
- 5. Some or all of the Confidential Materials that a Party receives from the other Party ("Shared Confidential Materials") may be privileged from disclosure to adverse or other parties as a result of lawyer-client privilege, litigation work product privilege, or other applicable privileges or protections (collectively, the "Privilege"). It is the desire, intention and mutual understanding of the Parties and they hereby agree that:
  - (a) the sharing of Confidential Materials is not intended to, and shall not, waive or diminish in any way the confidentiality of the Shared Confidential Materials or their continued protection under the Privilege;
  - (b) all Shared Confidential Materials shall, to the extent that they are entitled to protection under the Privilege, remain entitled to such protection by virtue of the common interest privileges and joint claim privileges (and any other similar privilege however denominated, as may be applicable under the circumstances);
  - (c) either Party may elect to disclose or transmit to the other Party, or its respective lawyers, such Confidential Materials as it deems appropriate for the sole and limited purpose of furthering their mutual or common advancement of the Claims; and
  - (d) all Shared Confidential Materials received by a Party or its lawyers, shall be held in strict confidence and used only in connection with the common advancement of the Claims, and may not and shall not be disclosed to any third parties, except as expressly provided for herein.
- 6. The Parties will not disclose any Shared Confidential Materials to any third party, or attempt to waive privilege over any Share Confidential Materials, without first obtaining the prior written consent of the lawyers representing the Party that originally furnished such Shared Confidential Materials, except as may be required by subpoena or court order in accordance with paragraph 8of this Agreement. Both Parties agree not to disclose any Shared Confidential Material to any expert or consultant retained by the Party unless such expert or consultant first executes an appropriate confidentiality agreement, or unless otherwise compelled by law.
- 7. All Shared Confidential Materials, and the information contained therein, are to be used for the sole purpose of advancing and supporting the position of the Receiver and EcoHome in the prosecution of the Claims in which the Parties share a common interest. Neither the Shared Confidential Materials, nor any information contained therein, may be used by the Party receiving such Shared Confidential Materials for any other purpose, except as set forth in paragraph 8 of this Agreement.
- 8. If any person or entity requests or demands access to Shared Confidential Materials by subpoena or otherwise, the Party receiving the demand or subpoena shall immediately notify counsel for the Party who supplied such Shared Confidential Materials. The Parties agree to cooperate in the assertion of all applicable rights and privileges relating to such Shared Confidential Materials and this Agreement in the appropriate forums, including,

- without limitation, making reasonable efforts to resist production of the requested Shared Confidential Materials until the lawyers for the Party who supplied such Shared Confidential Materials can object or otherwise seek an appropriate court order.
- 9. If adversity should subsequently arise or be claimed between the Parties, this Agreement shall remain operative according to its terms with respect to all previously Shared Confidential Materials and shall remain operative to the extent that the Parties continue to have common interests in the Claims that are not affected by such adversity, irrespective of any claim by any third party that the common interest privilege or other privilege may become inoperative by virtue of such adversity.
- 10. Either Party may withdraw from this Agreement upon written notice to the other Party provided that:
  - (a) any such withdrawal shall be solely on a prospective basis and any Shared Confidential Material exchanged between the Parties, whether or not such Shared Confidential Material is exchanged before or after the withdrawal date, shall continue to be governed by the terms of this Agreement; and
  - (b) all Shared Confidential Material that the withdrawing Party obtained from the other Party or its lawyers pursuant to this Agreement shall be returned by the withdrawing Party to the other Party or its lawyers and no copies of any such Shared Confidential Materials shall be retained by the withdrawing Party or its lawyers or other advisors, and the withdrawing Party shall not thereafter disclose any information contained in such Shared Confidential Materials to any third party, except as may be required by subpoena or court order in accordance with paragraph 8 of this Agreement.
- 11. The Parties agree that if litigation, arbitration or other dispute resolution proceedings should become necessary in the future to resolve any claims between the Parties howsoever arising, each Party may, in its sole discretion, be represented by the same lawyers that represented it in the Claims and the other Party will not seek to disqualify such lawyers on the ground that such lawyers might have had access to Shared Confidential Materials by virtue of this Agreement.
- 12. Notwithstanding any cooperation that may occur by one of the Parties' lawyer acting as agent for the other with respect to any actions or steps in the prosecution of the Claims as is contemplated by this Agreement, each Party acknowledges that it is represented only by its own lawyer, and not by the lawyer representing the other Party. Nothing in this Agreement shall create, or be deemed to create, a lawyer-client relationship or any fiduciary relationship between a Party and the lawyers for the other Party. The only lawyer-client and fiduciary relationships that exist are those which are set out below. The fact that a lawyer or law firm representing one of the Parties has entered into this Agreement or has acted as an agent for the other lawyer as contemplated herein shall not in any way preclude that lawyer, or his or her firm, from representing any interest that might be adverse to the interests of the other Party to this Agreement. The lawyers of each Party signing this

- Agreement have specifically advised his or her client to the terms of this Agreement including this clause.
- 13. This Agreement applies to all Confidential Materials shared between the Parties before the execution and effective date of this Agreement and is intended as the written embodiment of the Parties' prior understanding to this effect.
- 14. Nothing in this Agreement shall diminish or restrict either Party in the exercise of its respective rights or in the discharge of its respective rights or obligations under any other confidentiality Agreements between the Parties, except as necessary to comply with the terms of this Agreement.
- 15. This Agreement may be modified only in writing with the written consent of both Parties and their lawyers.
- 16. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Facsimile copies of signature pages shall have the same binding and enforceable legal effect as original signature pages.
- 17. The Parties agree that this Agreement shall remain effective and in full force and effect even if and when the Claims are settled, dismissed, or otherwise resolved and concluded.
- 18. If any provision of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such determination shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but only to the extent of its invalidity, illegality or unenforceability.
- 19. The Parties expressly acknowledge that, notwithstanding any other provision herein, a copy of this Agreement will be disclosed and produced to:
  - (a) the Other Defendants upon the earlier of (i) five (5) business days after its execution; and (ii) any court hearing or any other communication with the Other Defendants; and
  - (b) to the Court at the next attendance in the Claims (which is expected to be a motion to approve a Litigation Protocol for the conduct of the Claims, the motion materials for which shall include a copy of this Agreement).
- 20. This Agreement shall be governed by the laws of Ontario and Canada.
- This Agreement is binding on the Parties and on their respective successors in interest, parents, subsidiaries, affiliates, assigns, and legal representatives, as the case may be.

- 22. Any notices under this Agreement shall be sent via certified mail and facsimile to the following addresses:
  - (a) If to the Receiver, to:

Jason Wadden
Goodmans LLP
333 Bay Street
Suite 3400
Toronto, Ontario, Canada
M5H 2S7
Fax: (416) 979-1234

(b) If to EcoHome, to

David Vaillancourt
Affleck Greene McMurtry LLP
365 Bay Street
Toronto, Ontario, Canada
M5H 2V1
Fax: 416-360-8100

By signing this Agreement, each Party certifies that it has sought independent legal advice regarding the contents of this Agreement and that the contents of this Agreement have been explained to it by lawyers independent of the other Party. Alternatively, by signing this Agreement, each Party certifies that it has been advised to seek independent legal advice and has voluntarily declined to do so.

In witness whereof, the Parties and their lawyers have executed this Agreement as of the date indicated below:

March 11 2020

RSM CANADA LIMITED, solely in its capacity as Court-appointed receiver and trustee in bankruptcy of Eco Energy Home-Services Inc.

Per:

Name: Bryan A. Tannenbaum, President I have authority to bind the Corporation.

March 11, 2020

ECOHOME FINANCIALINC.

Per:

Name: Brent Houlden, President & CEO

7036276

# LITIGATION PROTOCOL FOR ECOHOME FINANCIAL INC. v. OUYANG, et al.

(CV-19-00619383-00CL)

January 29, 2021

#### I. APPLICATION

- 1. This litigation protocol (the "**Protocol**") shall govern the conduct of the claims in *EcoHome Financial Inc. v. Ouyang, et al.*, Court File No. CV-19-00619383-00CL, including all counterclaims, cross-claims and third party claims (the "**Action**"), having regard to Cooperation Agreement dated March 10, 2020 (the "**Cooperation Agreement**") between the plaintiff EcoHome Financial Inc. ("**EcoHome**") and RSM Canada Limited (the "**Receiver**") in its capacity as the Court-appointed receiver and trustee in bankruptcy of the defendant, Eco Energy Home Services Inc. ("**Eco Energy**") (together, EcoHome and the Receiver are referred to herein as the "**Plaintiffs**").
- 2. This Protocol addresses the following issues in connection with the conduct of the Action:
  - (i) Coordinated conduct of the Actions;
  - (ii) Process for Documentary Discovery;
  - (iii) Conduct of Examinations for Discovery;
  - (iv) Timetable for next steps in the Actions; and
  - (v) Implementation of this Protocol.

- 3. In this Protocol, the following definitions apply:
  - (i) "Court" means the Ontario Superior Court of Justice (Commercial List)
  - (ii) "Defendants" means the defendants other than Eco Energy
  - (iii) "Parties" means, collectively, the parties, to the Action (each individually a "Party")
- 4. This Protocol constitutes the "discovery plan" for each of the actions listed in paragraph 1 above as contemplated by Rule 29.1 of the *Rules of Civil Procedure*.
- 5. The Parties and their counsel recognize that the governing principles of this Protocol are:

  (i) proportionality as set out in Rule 1.04(1.1) of the Rules of Civil Procedure; and (ii) the

  3-C's of the Commercial List communication, cooperation and common sense.

# II. SERVICE OF MATERIALS

- 6. The Receiver will prepare and maintain a Service List of the Parties and counsel in all Actions. Any motion or other Court hearing shall be made on notice to the Service List.

  The Service List as of the date of this Protocol is attached as Schedule "A".
- 7. The Parties may serve any court records or other court materials in these proceedings by e-mailing a .PDF or other electronic copy of such materials to counsels' (and any self-represented Parties') email addresses as recorded on the Service List from time to time. For greater certainty, this paragraph does not apply to the delivery of documentary discovery productions, the delivery of which is governed below.

8. The Parties hereby agree and consent that any Party scheduling a hearing or a 9:30 Chambers appointment may submit a hearing request for such hearing without the signatures of all Parties after taking reasonable steps to find dates that are convenient for all interested Parties having regard for the nature of the appointment or hearing. A Party scheduling such an appointment or hearing may advise the Court of this provision in answer to a request for the consent of all Parties to this proceeding to the relevant date.

# III. PROCESS FOR DOCUMENTARY DISCOVERY

# A. Generally

- 9. Nothing in this Protocol affects the legal obligation of each Party under the laws of Ontario to preserve, disclose and produce any document in the Party's possession, power or control. For the purposes of documentary discovery, each Party shall produce all documents that are in the Party's possession, control or power that are relevant to any matter in issue in the Action(s) in which they are named as a Party.
- 10. In light of the Cooperation Agreement, for the purposes of documentary discovery and examinations for discovery, EcoHome and the Receiver shall be considered and defined together as the "Plaintiffs" and, subject to further Court Order, for the purposes of this litigation, shall be deemed to not have any adversity between them. For greater certainty, EcoHome and the Receiver shall each provide a separate Affidavit of Documents and a representative of each shall be examined for discovery.
- 11. For the purposes of this litigation protocol, the defendant Benedict Leung and the third parties 1234505 Ontario Inc. and Leung & Company Chartered Professional

Accountants, will be deemed to be a single Defendant and a single Party and will be referred to collectively as "Leung".

#### **B.** Method of Production

- 12. The Parties agree that, subject to the agreement of the Parties, the documents to be produced for documentary discovery will be exchanged in the following manner:
  - (a) hard-copy or paper documents: exchanged electronically in text-searchable single page .tiff format, and if that is not possible, in text-searchable .PDF format; and
  - (b) electronic documents, such as emails and other documents stored on a computer: exchanged electronically in their native format or any other format that can be imported into Relativity or other similar document management system.
- 13. The Parties agree to use the standard naming convention to be prepared by the Plaintiffs, in consultation with the Parties, for the purposes of naming the documents to be produced pursuant to this Protocol.
- 14. The Plaintiffs will engage a third party service provider to establish and maintain a Relativity database for the exchange of documents. Each Defendant shall contribute \$30 monthly (plus HST) towards the storage fee for the Relativity database, with the Plaintiffs contributing the balance of the storage fee. Each Party shall be responsible to pay any licensing fees required for its counsel to access the Relativity database. The costs of the database shall be paid monthly by the Parties to the service provider.
- 15. A Party is relieved of the need to file a full Schedule "A" to their Affidavit of Documents provided that they provide the following: (i) the Party includes a Schedule "A"

comprising a list of all the documents that the Party populates on the Relativity database (ii) the Party's productions in a format compatible with a Relativity database; (iii) such productions allows for the automatic population of the To, From, Date and Subject fields in the Relativity database; and (iv) the Party provides an Affidavit of Documents attesting to the completeness of the productions, a Schedule "B" and Schedule "C", and the Lawyer's Certificate.

#### C. Documents To Be Produced

- 16. The Plaintiffs will produce all relevant documents in accordance with the timetable set out below, provided that the names or other information of any specifically identifiable customers may be redacted unless such information is specifically required for the determination of the matters in the litigation. After production of documents has occurred, any Party may seek further directions of the Court regarding the scope of said redactions and any documents that have been omitted from such productions.
- 17. The Defendants will each produce all relevant documents in accordance with the timetable set out below.
- 18. In the event that any of the Defendants wish the Plaintiffs to produce additional documents, they shall make such requests, in writing, in accordance with the timetable set out below.

# IV. CONDUCT OF EXAMINATIONS FOR DISCOVERY

A.	<b>Examinations</b>	for Disco	veries
Α.	<b>Examinations</b>	for Disco	verie

- (i) Parties being examined
- 19. The Parties shall be examined for discovery in the following order, and the examinations are anticipated to last no longer than (assuming 6 hours of examination per day):
  - (i) EcoHome and Eco Energy (Receiver) (6 days total);
  - (ii) Wei (David) Ouyang (3 days);
  - (iii) Bianca Myles-Jansen (2 days);
  - (iv) Siu Cheung (Tony) Tam (2 days);
  - (v) Trent Knackstedt (2 days);
  - (vi) Benedict Leung (1 day); and
  - (vii) Yuzhuo (Grace) Liu (2 days).
  - (ii) Order of conducting examinations
- 20. Examinations for discovery shall be conducted by the Parties (to the extent such Party is adverse and has a right of examination against the Party being examined) in the following order:
  - (i) the Plaintiffs;
  - (ii) Ouyang and Liu;
  - (iii) Myles-Jansen;
  - (iv) Tam;
  - (v) Leung; and

- (vi) Knackstedt.
- (iii) Answers to Undertakings
- 21. The Parties agree that they shall deliver written answers to the undertakings, questions taken under advisement and questions subject to refusals which the Party intends to answer within seventy (70) days of the date on which the Party is examined for discovery, or such later date as may be agreed to between the Parties or such extension of time granted by the Court.
- 22. The Parties agree that, notwithstanding the delivery of written answers to undertakings, questions taken under advisement and/or refusals, the examining Party shall have the right to require and/or compel the re-attendance of the witness to answer the undertakings, questions taken under advisement and refusals on the record together with all proper questions arising therefrom and any Order obtained from the Court shall so reflect.
  - (iv) Place of Examinations for Discovery and other Out of Court Examinations
- 23. All examinations for discovery and other examinations out of Court shall be conducted at ASAP Reporting Service at 333 Bay Street, Toronto, Ontario, or by Zoom if COVD-19 cautions, warnings or restrictions are in place.
  - (v) Costs of Examinations for Discovery
- 24. The costs of the court reporter services and venue with respect to the examinations for discovery shall be borne by the Parties in proportion to the number of adverse Parties to

the Party being examined. All Parties will be responsible for purchasing their own copies of the transcripts of the examinations for discoveries from the court reporter.

#### V. SETTLEMENT AGREEMENTS

25. Any agreement entered into between two or more Parties that settles, compromises or otherwise disposes of some or all matters raised in an Action (a "Settlement Agreement") will be served on all the other Parties as soon as is practicable after such Settlement Agreement is executed. Any Party that does not commence a motion to object to a Settlement Agreement within 30 days from the date on which it was served with the Settlement Agreement shall be deemed to have irrevocably waived any and all rights to object to such Settlement Agreement and this Protocol may be raised as a complete estoppel and defence to such objection. For greater certainty, nothing in this paragraph creates or enlarges any right of any Party to challenge any settlement, and nothing in any settlement agreement, or the terms or the fact of the settlement, that is served on any other Parties and that is later set aside or terminated may be used against the Parties to the Settlement Agreement.

# VI. TIMETABLE FOR STEPS IN THE ACTIONS

26. The following timetable shall apply, unless varied by the consent of the Parties or the Court:

Date	Step
January 8, 2021	Deadline for any Defences to Crossclaim
January 15, 2021	Deadline for filing any Reply pleadings

Feb 26, 2021	Exchange of Affidavit of Documents and documents for discovery
1 month before commencement of discoveries	Deadline for Defendants to request additional documents from the Receiver
2 weeks after document request is made	Deadline for the Receiver to produce additional documents, if relevant
April 30, 2021	Deadline for any pleadings motions to be heard
May 31, 2021	Completion of discoveries
Sept 7, 2021	Deadline for delivery of Expert Reports of EcoHome and Eco Energy (Receiver)
Nov 8, 2021	Deadline for delivery of Defendants' Expert Reports
Nov 23 and 24, 2021	Mediation

# VII. IMPLEMENTATION OF THIS PROTOCOL

- 27. The Parties will consent to an order of the Court approving this Protocol and any other provisions necessary to give effect to the Protocol. Such order shall (a) incorporate this Protocol as an attachment; and (b) provide that, on reasonable notice to the other Parties, any Party may attend the Court for advice and directions regarding the implementation of this Protocol.
- 28. This Protocol may be amended on the consent of all of the Parties, provided that the agreement is recorded in writing, whether by separate agreement, exchange of correspondence or written confirmation of the amendment. This Protocol may also be amended by the Court.

29. Any breach of this Protocol does not give rise to a right of damages or any other monetary relief, or to injunctive relief, although the Parties agree that the Court may take into account any breach of this Protocol in exercising its discretion with respect to costs or other sanctions.

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

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

## ECOHOME FINANCIAL INC.

**Applicant** 

- and -

## ECO ENERGY HOME SERVICES INC.

Respondent

# AFFIDAVIT OF BRYAN A. TANNENBAUM

(Sworn September 14, 2021)

- I, **BRYAN A. TANNENBAUM**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:
- 1. I am the president of RSM Canada Limited ("**RSM**") and as such I have personal knowledge of the matters to which I hereinafter depose, save and except those matters based upon information and belief, in which case I have stated the source of such facts, all of which I verily believe to be true.
- 2. Pursuant to an order of the Court dated April 3, 2019, RSM was appointed receiver and manager (the "**Receiver**"), without security, of all of the assets, undertakings and

properties of Eco Energy Home Services Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor.

- 3. Attached hereto and marked as **Exhibit** "A" to this my affidavit are copies of invoices issued by RSM for fees and disbursements incurred by RSM in respect of the receivership proceedings from January 16, 2019 to August 31, 2021, and estimated to completion (the "**Period**"). The total fees charged for the Period are \$383,662.00, plus disbursement of \$1,374.68 and HST of \$50,054.86 for a total of \$435,091.54. The average hourly rate charged during the Period, excluding the estimated fees to completion, was \$332.25.
- 4. The invoices are a fair and accurate description of the services provided and the amounts charged by RSM for the Period.
- 5. Attached hereto and marked as **Exhibit "B"** is a schedule summarizing the invoices in Exhibit "A", the total billable hours charged, the total fees charged and the average hourly rate charged.
- 6. I make this affidavit in support of a motion for an Order approving the Receiver's fees and disbursements and for no other or improper purpose.

SWORN BEFORE ME remotely by Bryan A. Tannenbaum, stated as being located at the City of Toronto in the Province of Ontario, before me at the City of Toronto in the Province of Ontario, on September 14, 2021, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

BRYANA. TANNENBAUM

A Commissioner, etc.

Bradley Wiffen LSO #64279L

THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF BRYAN A. TANNENBAUM SWORN BEFORE ME THIS 14th DAY OF SEPTEMBER, 2021

A Commissioner, etc.



GST/HST: 80784 1440 RT 0001

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

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

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date April 25, 2019

**Client File** 7865250-10000

Invoice 1

**No.** 5667519

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period ending April 15, 2019.

Date	Professional	Description
01/16/2019	Bryan Tannenbaum	Attend meeting at the offices of Aird & Berlis LLP ("A&B") with B. Houlden, K. Houlden, H. Bridge of EcoHome Financial Inc. ("EcoHome") and J. Fraser and S. Graff of A&B re background, status of the Debtor, etc.
02/01/2019	Bryan Tannenbaum	Meet at EcoHome offices to meet and obtain preliminary information, etc.
02/01/2019	Jeff Berger	Meeting with B. Tannenbaum, B. Houlden, K. Houlden et al re status of Eco Energy.
03/14/2019	Bryan Tannenbaum	Attend in Court; adjourned to April 3, 2019.
03/28/2019	Bryan Tannenbaum	Meet at EcoHome offices to prepare for possession of Eco Energy's assets, etc.
03/28/2019	Jeff Berger	Meeting with EcoHome and B. Tannenbaum to discuss the receivership proceedings and planning for same.
03/29/2019	Jeff Berger	Planning for the receivership.
04/01/2019	Jeff Berger	Meet with K. Houlden, P. Soon, B. Houlden, D. Hooper, and H. Bridge of EcoHome to discuss the pending receivership application and the Debtor's business; preparing for the issuance of the receivership order including drafting correspondence to banks, customers, employees, and vendors, planning for the taking possession of the Debtor's premises, and making arrangements to effect same.
04/01/2019	Usama Emad	Assisting J. Berger with pre-receivership tasks; attend meeting with EcoHome to review information in advance of the April 3 court date; draft letters to banks to freeze accounts, reviewing other documents.
04/02/2019	Jeff Berger	Phone call with B. Wiffen of Goodmans LLP ("Goodmans") to discuss the pending receivership order; plan for taking possession of the Scarborough and Hamilton offices of the Debtor.
04/02/2019	Usama Emad	Prepare to take possession of the Hamilton office on April 3, 2019.

Date	Professional	Description
04/03/2019	Arif Dhanani	Draft employee retention and termination letter templates; draft accounts receivable signification template; call with EcoHome, Goodmans, B. Tannenbaum and J. Berger re next steps; discussion with J. Berger and B. Tannenbaum; review draft of Receiver's first report and amend same.
04/03/2019	Jeff Berger	Attend on site at the Scarborough offices of the Debtor to take possession; meet with management and employees to review the terms of the Receivership Order and address matters relating thereto; request various information from the Debtor pertaining to the books and records, assets, IT systems, etc.; review the 'master lease' and various sub-leases for the Scarborough offices; discuss various issues relating to taking possession with B. Tannenbaum, A. Dhanani, and B. Wiffen; drafting the Receiver's first report; reviewing the draft Access Order provided by Goodmans.
04/03/2019	Usama Emad	Attend at the Hamilton office to take possession of same; meet with an employee, gather information including inventory of assets and books and records; speak with the Landlord on-site; coordinate and deal with the locksmith; back up of Outlook files at the local computers.
04/03/2019	Bryan Tannenbaum	Attend in Court re application for the Receivership Order; telephone call with J. Berger re receivership order; various discussions with J. Berger; attend 2:30 conference call with B. Wiffen, B. Houlden, K. Houlden, etc., as to status and plan to discuss further at 5:30; draft outline of a report to Court for 9:30 Court attendance tomorrow; attend 5:30 conference call to confirm plan; review/edit Receiver's first report to Court; review draft Order; receipt and review of Goodmans' email re response from Gowlings and its client's view regarding today's events; evening review of Access Order report and Order.
04/04/2019	Arif Dhanani	Review of motion materials and final report to Court; review entered and endorsed Order of Justice Conway; discussion with J. Berger; attend at Eco Energy offices; meet with J. Berger; meet with T. Knackstedt, D. Ouyang and B. Myles-Jansen; subsequent meeting with D. Ouyang and B. Myles-Jansen; meeting with representatives of EcoHome; additional meeting with B. Myles-Jansen; attend conference call with team.
04/04/2019	Donna Nishimura	Prepare Mail Forwarding Direction (6) and take to Canada Post for processing.
04/04/2019	Jeff Berger	Arrange for all mail to be forwarded from the various locations of the Debtor to the Receiver's address; discussion with management regarding the Access Order and the information required by the Receiver; secure the premises by changing locks, security systems, etc.; review of various books and records found at the Victoria Park and Hamilton locations operated by Eco Energy; review of contract list provided by management; letters to Equifax and E-Service Corporation (ESC) regarding the status of security registrations re Eco Energy; conference call with Goodmans re the Receiver's activities to date and related issues.
04/04/2019	Bryan Tannenbaum	Attend at Court re Access Order; telephone call with J. Berger re status; attend end of day conference call to review events of the day and tomorrow plan of action.
04/04/2019	Usama Emad	Attend at the Victoria Park location with J. Berger re taking possession and control of the premises; take inventory of books and records, meet with employees, draft letters, attend various meetings with management and legal counsel.

Date	Professional	Description
04/05/2019	Arif Dhanani	Attend at Eco Energy offices; discussion with E. Olver-Delva; E. Shamss and J. Strelchick; meet with J. Berger; discussion with Tert & Ross re IT issues and data dissipation; attend various conference calls with team; attend conference call with Equifax; discussions with each of B. Tannenbaum and J. Berger re Receiver's second report to Court.
04/05/2019	Jeff Berger	Prepare memo re receivership issues; conference calls with Goodmans and EcoHome to discuss the status of the receivership; conference call with Equifax, ESC, Goodmans, and A&B to discuss the status of the Debtor's security administered by Equifax and ESC; review of financial records, emails, insurance contracts, lease agreements, legal actions, and other documents found on site at the Victoria Park office.
04/05/2019	Bryan Tannenbaum	4:30 conference call with Goodmans, A&B and EcoHome regarding status and to discuss courses of action available to the Receiver; receipt and review of J. Berger emails regarding RBC balances; receipt and review of BDO email responding to the Receiver's request for master lists, bank statements, etc.
04/05/2019	Bryan Tannenbaum	Receipt and review of emails relating to a comeback hearing at Court at 9:30 this morning; attend conference call to discuss same with Goodmans and EcoHome; attend in Court; telephone call with J. Berger re transfer of the Equifax contracts, etc.; conference call with Goodmans, A&B and EcoHome re results of 9:30 am Court attendance; receipt and review of Duff & Phelps/Kroll Cyber Risk engagement letter and sign and return; conference call with Equifax, EcoHome, A&B and Goodmans re transfer of ownership and reversal; telephone call from B. Wiffen re considerations re ex-parte application; call with A. Dhanani and J. Berger re approach; telephone call from B. Wiffen re Vista.
04/05/2019	Usama Emad	Attend at the Hamilton office to pack up books, records and the computers found on site and bring them to the Receiver's office; drafting letters and contact utility companies, as well as Go Daddy and Microsoft regarding website and email services for Eco Energy.
04/06/2019	Jeff Berger	Draft the Receiver's Second Report to Court; review of various books and records found on site at the Victoria Park office; review of draft Access Order No. 2 prepared by Goodmans and discussion with B. Tannenbaum regarding same; correspond with B. Wiffen regarding the Debtor's possible sale of contracts to a third party, and review Goodmans' draft communication to the third party in respect of same; corresponding with A. Mak of BDO to request information obtained during the BDO audit; review of information provided by ESC relating to registered security interests held by the Debtor; review of corporation profile reports for various companies related to the Debtor.
04/06/2019	Bryan Tannenbaum	Receipt and review of J. Berger email attaching Duff & Phelps report; receipt and review of draft letter to Simply Green re pending sale of contracts; receipt and review of Goodmans' email re draft of Access Order No. 2 and comments to A. Dhanani and J. Berger; review of J. Berger email re aquarium; review of Goodmans' email; review of J. Berger email attaching EcoHome comments.
04/06/2019	Usama Emad	Prepare letters to banks and credit card companies; prepare communication to TSSA; conduct inventory spot check; draft emails to BDO regarding NOSIs.
04/07/2019	Bryan Tannenbaum	Attend at the Eco Energy premises with B. Houlden, K. Houlden, A. Dhanani and J. Berger re preparation of report to Court; conference call with B. Wiffen and J. Wadden of Goodmans re status, Access Order #2 and other matters.

Date	Professional	Description
04/07/2019	Jeff Berger	Draft the Receiver's Second Report; discuss same with Goodmans and EcoHome, review of the draft Access Order No. 2 and discuss same with Goodmans; coordinate with various parties re attending at the Affiliate Premises on April 8.
04/07/2019	Arif Dhanani	Meet with B. Tannenbaum, J. Berger, B. Houlden and K. Houlden; conference call with Goodmans; review package of email and other material to be used in Receiver's Second Report with K. Houlden; discuss report with J. Berger and commence drafting portions of report; review email exchanges among the Receiver, Goodmans and EcoHome.
04/07/2019	Usama Emad	Review and summarize insurance contracts, summarize corporate profile documents, draft and organize re Court application; assist with the Receiver's Second Report, including appendices; draft the Wage Earner Protection Program Act ("WEPPA") letters to Eco Energy Employees and draft the notice and report pursuant to Sections 245 and 246 of the Bankruptcy and Insolvency Act (the "BIA Notice").
04/07/2019	Bryan Tannenbaum	Review K. Houlden email re Eco Energy information; review of Goodmans email attaching letter from Chand Snider; review of draft Access and Preservation Order; call with A. Dhanani and J. Berger re timing; review of draft Second Report and provide comments; review of EcoHome suggested wording changes to the Access and Preservation Order; receipt and review of Goodmans' email regarding the affiliate debtor rider; telephone call with J. Berger re status of the Second Report; telephone call with EcoHome; conference call with B. Wiffen and J. Berger re wording of the Access and Preservation Order and entities to be named/included and come back; review of email from J. Berger re attendance plans on other units; review of K. Houlden email re surrender of passports and Goodmans responses thereto; review of K. Houlden email re AQD and Goodmans response; receipt and review of Goodmans comments to the draft report.
04/08/2019	Donna Nishimura	Send letter to BMO with Addendum and Court Order via fax/email to open up a new account.
04/08/2019	Arif Dhanani	Review Receiver's Second Report and discuss same with B. Tannenbaum; draft letters to RBC, Scotiabank, TD, CIBC and BMO re freezing accounts of Debtor Affiliates and send same to Goodmans for comments; call with Goodmans, EcoHome, B. Tannenbaum, J. Berger and B. Wong.
04/08/2019	Brenda Wong	Attend at 160 Applewood to execute the Access and Preservation Order including review of paper documents and discussions with individuals at that location.
04/08/2019	Usama Emad	Attend at the Victoria Park location; attend the Sheppard location, attend at 12 Bradwick;, review books and records and identify relevant documents to scan; assist in record retrieving activities, including the complete imaging of all computers on-site.
04/08/2019	Bryan Tannenbaum	Review and sign Second Report; telephone call with B. Wiffen; telephone call with J. Berger re coordination; attend at the Court for hearing for issuance of Access and Preservation Order; various emails with the team; discussions with Goodmans; sign letter to BMO re opening of trust account; receipt and review of Goodmans' email re Chand wanting a 9:30 hearing at Court tomorrow; receipt and review of A. Apps of Miller Thomson LLP response to Goodmans correspondence re Simply Green; conference call with Goodmans and

Date	Professional	Description		
		EcoHome re the day's activities and findings; receipt and review of Goodmans email re Chand.		
04/08/2019	Jeff Berger	Finalize the Receiver's Second Report; organizing the attendance at the various locations occupied by the Debtor Affiliates, in accordance with the Access and Preservation Order; attend at the Bradwick Dr., Warden Ave. and Progress Ave. offices of the Debtor Affiliates to review books and records, and obtain other information.		
04/09/2019	Arif Dhanani	Review email correspondence exchange among Miller Thomson, Goodmans and the Receiver re Simply Green transaction with Global Eco; download and review March 2019 bank statement from BMO re Greensavings and forward same to J. Berger and B. Tannenbaum; call with B. Myles-Jansen and email to J. Berger and B. Tannenbaum; review letters to banks sent by Goodmans; review, respond to and file emails; call with H. Kaveh re Microsoft.		
04/09/2019	Brenda Wong	Emails to HUB and Firstbrook Cassie to request insurance quote; discussions and emails with U. Emad re information required to complete insurance forms; review insurance documents and leases for information on the leased premises; review draft letter to New World Insurance, make changes and fax; discussion with HUB re status and quote; emails with U. Emad re information on vehicle and securing vehicle.		
04/09/2019	Bryan Tannenbaum	Discussion with B. Houlden and K. Houlden re Simply Green transaction; receipt and review of Miller Thomson emails with Goodmans re Simply Green transaction; receipt and review of B. Wong email re her attendance at 160 Applewood; attend at Court for 9:30 attendance with P. Chand; attend at Goodmans office for meeting with P. Chand to prepare for comeback at 2:30; telephone call with EcoHome after the meeting with P. Chand; receipt and review of K. Houlden email re third party service available to value Simply Green contracts; receipt and review of A. Apps emails providing transaction documentation; receipt and review of A. Dhanani email re conversation held; receipt and review of Goodmans email to EcoHome summarizing the Court attendance and the meeting with P. Chand; receipt and review of A. Apps email re call for transition; receipt and review of email from Goodmans to A. Apps re freeze on payments and acknowledgement; receipt and review of Goodmans' email to P. Chand re list of Crown Crest purchased assets and the Receiver's request for access to computer system, etc.; receipt and review of Goodmans' email to P. Chand re re-attendance at Court tomorrow; receipt and review of Goodmans draft endorsement; telephone call from J. Berger re TD and bank account.		
04/09/2019	Jeff Berger	Attending in Court; meeting with B. Tannenbaum, B. Wiffen and P. Chand to review the Receiver's findings to date and the co-operation of the Debtor on a go-forward basis; meeting with EcoHome representatives to review certain information pertaining to the Eco Energy contracts; attending at TD to obtain access to information on the Debtor Affiliate's accounts; corresponding with various third parties to notify them of the Receiver's appointment and request access to information pertaining to the Debtor and the Debtor Affiliates.		
04/09/2019	Usama Emad	Attend at Victoria Park site and meet re deleted files and the Simply Group portfolio; assist B. Wong with paperwork for the insurance quote and follow up with the current insurance provider.		

Date	Professional	Description	
04/10/2019	Bryan Tannenbaum	Attend at Court for another 9:30 hearing; obtain Order approving priority requests and extending freeze to April 30, 2019; attend at Goodmans office to meet with the Debtor's representative and Debtor's counsel; subsequent meeting with B. Houlden and K. Houlden; conference call with Simply Green with A. Apps, a representative of Simply Group and B. Wiffen; subsequent call with B. Wiffen; call from the Office of the Superintendent of Bankruptcy re filing of receivership and pending bankruptcy notices; telephone call from B. Houlden re status.	
04/10/2019	Brenda Wong	Discussions and emails with U. Emad re creditors and assets to be included on the BIA Notice discussion with U. Emad re Eco Energy's insurance status and review Eco Energy's insurance policy; review PPSA, prepare preliminary list of creditors; review draft BIA Notice; emails with U. Emad re ownership of van; emails with HUB re coverage for van.	
04/10/2019	Arif Dhanani	Call with and email to F. DiNino at TD Bank re Global Eco transaction for sale of Eco Energy self-billing portfolio; call with J. Berger and TD Bank; review emails.	
04/10/2019	Jeff Berger	Attend at Court at 9:30 hearing; meet with B. Tannenbaum, B. Wiffen, D. Ouyang and R. Howell to discuss the Receiver's findings to date and the requirements of the debtor going forward; discussion with T. Tam of the Debtor regarding certain financial transactions recorded in the Debtor's financial records; various discussions with EcoHome regarding the review of information provided by the Debtor.	
04/10/2019	Usama Emad	Attend at Victoria Park; B. Wong on the BIA Notice; gather information regarding liabilities, credits and the assets per the March 2019 Balance Sheet; summarized employee personal information for the WEPPA letters; further discussions to gather information; draft letters re the Home Depot and Petro Canada credit cards.	
04/11/2019	Donna Nishimura	Deposit cheques at the bank.	
04/11/2019	Arif Dhanani	Review of and filing various emails; call with TD Bank re sale of portfolio by Global Eco and payment of funds to Eco Energy, email to J. Berger and B. Tannenbaum re same; call with J. Berger re communication with banks re release of authorized payments for Affiliate Debtors.	
04/11/2019	Daniel Weisz	Discussion with B. Tannenbaum on the status of various matters; discussion with J. Berger re court order obtained and steps to be taken in connection therewith; review draft letter to TD Bank and discussion with J. Berger on same; review and update draft email to J. Woo of A. Farber & Partners Inc. and discussion with J. Berger on same; review draft correspondence to Reliance Home Comfort ("Reliance") and update same.	
04/11/2019	Usama Emad	Contact Reliance regarding the consigned inventory at the Victoria Park warehouse; draft letter to Reliance and emailed correspondence; draft RT0002 letter for Canada Revenue Agency ("CRA"); process receipts for cheques; set up appraisers to visit Victoria Park.	
04/11/2019	Jeff Berger	Discussion with Goodmans and Osler regarding the Receiver's request to access the Debtor Affiliates' Microsoft accounts; email to J. Woo; review of information provided by the Debtor as per the Priority Request from the Receiver; phone call with Goodmans, the Debtor and the Debtor's counsel to discuss the outstanding information required by the Receiver; letter to Reliance re consignment inventory; review of EcoHome draft correspondence with	

Date	Professional	Description	
		customers; discussion with D. Weisz re same; draft employee termination letters; corresponding with RBC regarding the Debtor and Debtor Affiliates' accounts; attending to other administrative matters.	
04/12/2019	Brenda Wong	Updating creditors list for the BIA Notice mailing; meet with J. Berger and A. Dhanani to review the status of the receivership; review payroll information provided and discussion with U. Emad re same.	
04/12/2019	Arif Dhanani	Meet with J. Berger and B. Wong re the receivership administration; discussions with J. Berger regarding various matters.	
04/12/2019	Daniel Weisz	Discussion with J. Berger re letter to employees; review emails; discussion with J. Berger and A. Dhanani re letter to employees; review email from counsel to Eco Energy re collection matters and discussion with J. Berger on same.	
04/12/2019	Donna Nishimura	Prepare for mailing and send out the BIA Notice to creditors; send out termination letters to employees.	
04/12/2019	Usama Emad	Attend at the Victoria Park site to meet with representatives from Reliance to identify Reliance inventory at the warehouse; meet with two different appraisers/liquidators at the location; complete the RC59 form for CRA, collect details re employee payroll, HST and accounts receivable collections.	
04/12/2019	Jeff Berger	Review of the BIA Notice; finalize employee termination letters; meet with B. Wong and A. Dhanani to discuss the receivership administration; phone call with CRA re HST and source deduction accounts; phone call with TD re frozen accounts and the Receiver's access to same; phone call with M. Lewis of EcoHome and Y. Nourbash of (Eco Energy to discuss access to the Debtor's IT systems; review letter from Goodmans to Debtor's counsel re Priority Requests from the Receiver; arranging for liquidators/appraisers to attend at the Victoria Park offices; discussion with B. Myles-Jansen re employee concerns.	
04/15/2019	Usama Emad	Finalize the WEPP letters and attachment for employees; fax documentation to the OSB; obtain information in respect of the pending Bankruptcy of Eco Energy.	
04/15/2019	Arif Dhanani	Meet with B. Wong and J. Berger re WEPPA; attend at Eco Energy offices to meet with employees.	
04/15/2019	Jeff Berger	Attend at the Victoria Park office to meet with employees re WEPPA and terminations; meeting with liquidators/appraisers on site; call with B. Wiffen and B. Tannenbaum; call with P. Soon to discuss warranties, NOSIs, etc.	
04/15/2019	Bryan Tannenbaum	Telephone call with B. Wiffen and J. Berger re status/review of information provided by the Debtor and other matters; telephone call from J. Berger and A. Dhanani re employee meeting.	
04/15/2019	Brenda Wong	Review and make changes to WEPPA letter and forms.	
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	

April 25, 2019 Invoice 1 Page 8

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	39.9	\$550	21,945.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	1.8	\$525	945.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	36.2	\$395	14,299.00
Brenda Wong, CIRP, LIT	Senior Manager	13.0	\$395	5,135.00
Jeffrey K. Berger, CPA, CA	Manager	149.2	\$295	44,014.00
Usama Emad, CPA	Senior Associate	89.8	\$195	17,511.00
Donna Nishimura	Estate Administrator	2.1	\$110	231.00
Total hours and professional fees		332.0		\$ 104,080.00
HST @ 13%				13,530.40
Total payable				\$ 117,610.40

#### PAYMENT BY VISA / MC ACCEPTED

Card Number	Expiry Date
Name on Card	Amount

#### WIRE PAYMENT DETAILS

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

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



GST/HST: 80784 1440 RT 0001

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

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www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** May 7, 2019

Client File 7865250-10000

Invoice 2

**No.** 5691037

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period April 16, 2019 to April 30, 2019.

Date	Professional	Description	Time
04/16/2019	Brenda Wong	Discussions with U. Emad re preparation and submission of Records of Employment ("ROE").	0.3
04/16/2019	Usama Emad	Attend at the Victoria Park location to provide access to liquidators; follow up with Go Daddy regarding Receiver's access to website domain; contacted Scotiabank regarding e-transfer from M. Sifontes; contact Ontario and Alberta land registry offices to provide notice of the receivership and changes related to authorization re NOSIs; prepare employee ROEs.	5.0
04/16/2019	Jeff Berger	Phone call with TD bank re unfreezing of EcoHome Financial Inc. ("EcoHome") account; call with TD bank and EcoHome CFO to discuss the processing of PAP's in the TD account; discussion with D. Ouyang regarding the status of the Receiver's Priority Request List; discussion with EcoHome, Goodmans LLP ("Goodmans") and the Receiver regarding the portfolio sold to Crown Crest, review of employee emails and proofs of claim, and responding to employee inquiries.	9.2
04/16/2019	Bryan Tannenbaum	Meeting at our offices with EcoHome (B. Houlden, K. Houlden, D. Hooper, H. Bridge, M. Koshan) to review the Crown Crest transaction and the general status of the receivership; arrange meeting with Goodmans for tomorrow at our offices; telephone call with B. Wiffen of Goodmans re meeting for tomorrow.	2.8
04/17/2019	Brenda Wong	Call from former employee re questions on the proof of claim form; respond to employee emails re proof of claim forms, ROEs, etc.; review draft email re ROEs to be submitted.	1.6
04/17/2019	Daniel Weisz	Review draft letter re records of employment.	0.1

Date	Professional	Description	Time
04/17/2019	Usama Emad	Draft the ROEs for each employee; input payroll and other information for 18 employees into the ROE web portal; draft email and supporting documents to the Primary Officer of the ROE account for review and final submission; correspondence with Alberta and Ontario land registry offices regarding authorization on NOSI accounts; communicate to employees regarding personal belongings claims.	7.0
04/17/2019	Jeff Berger	Review of employee emails and inquiries re ROEs, proofs of claim and claims under the Wage Earner Protection Program Act ("WEPPA"), and respond to same; phone call with A. Apps of Miller Thomson LLP, B. Wiffen, and B. Tannenbaum to discuss the sale of Eco Energy's portfolio to Crown Crest; corresponding with T. Tam of AQD and M. Sifontes of Can-Service regarding payroll and source deductions to be paid out of frozen accounts; meeting with D. Ouyang to discuss the status of the Receiver's Priority Request List, as well as other matters; attending to other administrative matters (redirecting telephone lines and emails, arranging for liquidation proposals, etc.).	7.4
04/17/2019	Bryan Tannenbaum	Meeting at our offices with B. Wiffen, K. Holden, M. Koshan and J. Berger to review in detail the Crown Crest transaction; subsequent discussions with B. Wiffen; prepare Receiver's Certificate and send to B. Houlden; receipt and review of email from R. Tam; conference call with A. Apps and B. Wiffen re Crown Crest purchase and review of the ownership of 326 contracts; subsequent call with B. Wiffen and J. Wadden of Goodmans; telephone call with B. Houlden re status of various matters; telephone call from B. Wiffen re meeting tomorrow with D. Ouyang and R. Howell.	3.5
04/18/2019	Daniel Weisz	Review online bank statement; discussion with J. Berger re meeting held today; conference call with B. Tannenbaum and J. Berger re status; subsequent discussion with J. Berger re Crown Crest transaction.	0.6
04/18/2019	Bryan Tannenbaum	Telephone call from B. Houlden re pending discussions with D. Ouyang and his solicitor; receipt and review of A. Apps email re Crown Crest transaction; attend meeting at Goodmans with R. Howell and D. Ouyang; subsequent discussions with B. Wiffen and J. Berger; subsequent call from Goodmans with B. Houlden, K. Houlden and M. Koshan; conference call with A. Apps, B. Wiffen and J. Berger re status of Crown Crest transaction; subsequent call re same with B. Wiffen and J. Berger; receipt and review of B. Wiffen email to EcoHome re summary of call on Crown Crest; receipt and review of draft letter from B. Wiffen to Chen Law Office re M. Sifontes.	3.9
04/18/2019	Usama Emad	Notify Terranet of receivership and change authorization on account; follow up with GoDaddy re access to website domain; finalize ROEs for employees and confirm submission of same.	1.9
04/18/2019	Jeff Berger	Meeting with B. Wiffen, B. Tannenbaum, D. Ouyang and R. Howell; phone call with A. Apps, B. Wiffen and B. Tannenbaum regarding the sale of assets by a Debtor Affiliate to Crown Crest; review of Goodmans letter to S. Hsia, counsel to M. Sifontes; review of employee claims and inquiries and respond to same; review of the Debtor's financial	9.3

Date	Professional	Description	Time
		statements and other limited records; attending to other administrative matters.	
04/21/2019	Daniel Weisz	Review emails and discussion with J. Berger re same.	0.2
04/22/2019	Arif Dhanani	Call with and email to J. Berger re meetings with employees and examinations.	0.4
04/22/2019	Daniel Weisz	Discussion with J. Berger re today's meeting being held; review and update summary of activities; discussion with J. Berger re status of various matters; discussion with J. Berger re matters noted during his review of records; attend call with J. Wadden, B. Wiffen and J. Berger; attend conference call with representatives of EcoHome, J. Wadden; B. Wiffen and J. Berger; subsequent discussion with J. Berger re the status of the report to court; discussion with J. Berger and B. Wong re employee claims pursuant to WEPPA; review B. Wiffen email re his discussion with A. Apps.	3.5
04/22/2019	Jeff Berger	Meet with K. Houlden, S. Adil and P. Soon of EcoHome and B. Wiffen to discuss pending meeting; meeting with D. Ouyang to discuss status of the Receiver's Priority Requests; meeting with J. Jiang, Eco Energy's controller to review the financial statements and certain intercompany transactions; meeting with S. Singh, Eco Energy's NOSI administrator to discuss the process for reconciling Eco Energy's NOSI registrations; phone call with D. Weisz, B. Wiffen and J. Wadden to discuss the Crown Crest transaction and the status of various other matters; phone call with EcoHome, D. Weisz, B. Wiffen and J. Wadden to review the status of information provided by Eco Energy and discuss the Receiver's intended course of action in regard to the Crown Crest transaction; review of emails from Eco Energy.	10.6
04/23/2019	Brenda Wong	Call to WEPPA to inquire re eligibility of employees for WEPPA; review and respond to employee emails and discussion with J. Berger re employees' status and dates terminated; discussion with former employee re two employees who were out on call on April 3.	2.0
04/23/2019	Daniel Weisz	Discussion with J. Berger re review of emails and WEPPA; discussion with J. Berger re status of various matters; discussion with B. Wiffen re email received from Borden Ladner Gervais LLP ("BLG") re ongoing litigation and respond to email from BLG; discussion with J. Berger re report to court; prepare for and attend meeting with representatives of EcoHome and J. Berger; review letter from Chen Law Office; discussion with J. Berger re outline for report to court.	2.5
04/23/2019	Jeff Berger	Drafting the Receiver's Third Report; review of Debtor Affiliates' bank statements and other records; meeting with B. Houlden, K. Houlden, S. Adil, and M. Koshan of EcoHome to discuss various matters relating to the Debtor; review of Goodmans letter to RBC re demand for repayment; review of draft Standstill Agreement from Crown Crest; corresponding with D. Ouyang and D. Prasad regarding the status of certain IT requests from the Receiver; review of proposed settlement; corresponding with liquidators regarding their proposals for the head office assets.	13.1

Date	Professional	Description	Time
04/24/2019	Brenda Wong	Review payroll arrears worksheet and calculate ESA termination pay and per diem pay; review emails from employees and discussion with D. Weisz and J. Berger re same.	1.0
04/24/2019	Daniel Weisz	Discussion with J. Berger re report to court and other matters; review draft agreement with Crown Crest and Global Eco and email to B. Wiffen re same; review email from B. Wiffen re service contracts; work on report to court.	3.7
04/24/2019	Jeff Berger	Draft the Receiver's Third Report; corresponding with TD and RBC regarding the Receiver's request for information relating to the Debtor and Debtor Affiliates' accounts; review of intercompany accounts and analysis of same provided by EcoHome.	14.4
04/25/2019	Jeff Berger	Finalize the Receiver's Third Report including discussions relating thereto; review of TD bank statements for the Debtor and Debtor Affiliates; arranging for signing authorities on the Debtor's TD accounts to be revoked; review of NOSI listing provided by B. Myles-Jansen and responding to her re deficiency of information pertaining to same.	7.8
04/25/2019	Daniel Weisz	Discussion with J. Berger on status of report, review updated draft of report and discussion with B. Wiffen and J. Berger on same; review amendments to Crown Crest agreement and email to B. Wiffen on same; review email from B. Myles-Janson and draft response to that email; discussion with J. Berger re arrangements being made at TD Bank for signatories; various discussions with B. Wiffen and J. Berger re finalizing the report; finalize and sign the report.	3.9
04/25/2019	Usama Emad	Attend at the Head Office to provide access to liquidators and Eco Energy employees re retrieval of personal belongings.	3.0
04/26/2019	Brenda Wong	Update webpage for bankruptcy documents; meet with U. Emad to review employee arrears worksheet and discussion re information to be calculated and review of proofs of claim; respond to employee email re proof of claim submitted; review draft letter to employees.	1.1
04/26/2019	Daniel Weisz	Review emails from B. Wiffen; discussion with B. Houlden re various matters; discussion with J. Berger re schedule of estimate of available realizations, employee matters; conference call with B. Houlden and K. Houlden, review and sign Extension and Standstill Agreement; conference call with B. Wiffen and J. Berger re Monday's court application and various other matters; review draft letter to be sent to employees and comments to J. Berger; review draft letter to M. Sifontes and B. Wiffen re same.	2.4
04/26/2019	Jeff Berger	Discussion with B. Wiffen re considerations re continued freeze for Greensaving accounts; discussion with B. Wiffen and R. Howell re difficulties in obtaining information; draft letter to employees re termination dates; corresponding with TD regarding payments to be made from Debtor Affiliate accounts; correspond with employees re WEPPA and termination matters.	6.7
04/26/2019	Usama Emad	Review banking information provided by the Debtor; organize employee correspondence regarding claims, inquiries, WEPPA, etc.; meet with B. Wong to review WEPPA calculations, and review of employee proof of claim forms submitted.	4.2

Date	Professional	Description	Time
04/29/2019	Brenda Wong	Review emails from employees; meet with U. Emad to discuss proofs of claim filed; review draft emails to employees.	1.0
04/29/2019	Usama Emad	Meet with B. Wong to review summary of employee proof of claim forms; respond to employees; prepare summary of asset proposals from various liquidators; prepare support for Canada Revenue Agency ("CRA") trust examination.	4.8
04/29/2019	Daniel Weisz	Prepare for and attend in court re Receiver's application for Orders from the Court; emails to B. Wiffen re today's court attendance and meeting with R. Howell; discussion with J. Berger re results of conference call re Crown Crest transaction; review draft letter to the banks re court order issued today; review draft letter to B. Leung and provide comments to J. Berger; review reply from B. Leung and J. Berger on same.	1.9
04/29/2019	Jeff Berger	Attend in court; correspond with employees re WEPPA applications, proofs of claim, etc.; call with Goodmans, Global Eco and Crown Crest to discuss the terms of the Standstill Agreement; reviewing liquidation proposals for the assets at Head Office; corresponding with TD to arrange for payments to be processed through Debtor Affiliate accounts; email to B. Leung to request information.	8.4
04/30/2019	Usama Emad	Meet with representatives of the Debtor, EcoHome and the Receiver to review the status of information requested on the Priority Request List; meet with CRA trust examiner; attend to additional employee correspondence related to proofs of claim.	4.6
04/30/2019	Daniel Weisz	Discussion with J. Berger re schedule of potential realizations; meet with B. Tannenbaum and J. Berger to discuss status of the receivership administration; prepare letter to Goodmans; discussion with J. Berger on various matters.	0.3
04/30/2019	Bryan Tannenbaum	Meet with D. Weisz and J. Berger to review outstanding matters, etc.; attend briefly meeting with D. Ouyang, J. Jiang and R. Howell; receipt and review of Goodmans email re letter to RBC.	0.5
04/30/2019	Jeff Berger	Meet with CRA trust examiner to review payroll and HST records; meet with B. Tannenbaum and D. Weisz to discuss various issues, etc.; meet with D. Ouyang and various former employees of the Debtor with respect the Receiver's requests for information and the Priority Request List; meeting with D. Ouyang, R. Howell, J. Jiang and B. Tannenbaum to discuss various matters described in the Receiver's Third Report.	8.4
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			163.0

May 7, 2019 Invoice 2 Page 6

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	10.4	\$550	\$ 5,720.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	19.4	\$525	10,185.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.4	\$395	158.00
Brenda Wong, CIRP, LIT	Senior Manager	7.0	\$395	2,765.00
Jeffrey K. Berger, CPA, CA	Manager	95.3	\$295	28,113.50
Usama Emad, CPA	Senior Associate	30.5	\$195	5,947.50
Total hours and professional fees		163.0		\$ 52,889.00
Disbursements				
Travel \$ 71.72				
Total disbursements				71.72
Total professional fees and disbursements				\$ 52,960.72
HST @ 13%				6,884.89
Total payable				\$ 59,845.61

#### PAYMENT BY VISA / MC ACCEPTED

Card Number	Expiry Date
Name on Card	Amount

#### WIRE PAYMENT DETAILS

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



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

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RSM Canada Limited
 Court-appointed Receiver and Manager of
 Eco Energy Home Services Inc.
 11 King Street West, Suite 700

Toronto, ON M5H 4C7

**Date** May 21, 2019

**Client File** 7865250-10000

Invoice 3

**No.** 5698078

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period May 1, 2019 to May 15, 2019.

Date	Professional	Description	Time
05/01/2019	Brenda Wong	Review email from employee requesting a termination letter; review email from J. Berger re employee termination dates; review employee arrears schedule; meet with U. Emad to review Wage Earner Protection Program ("WEPP") liability schedule and posting of employee data to WEPP website; draft email to employee re Receiver's review of employee's proof of claim.	1.40
05/01/2019	Usama Emad	Meet with B. Wong re WEPP claims; update WEPP calculations based on employee responses to inquiries made by the Receiver; submit online WEPP claims for employees.	2.30
05/01/2019	Bryan Tannenbaum	Receipt and review of Goodmans LLP ("Goodmans") email to TD Bank re Home Trust and freeze release; receipt and review of Home Trust responding email; receipt and review of Goodmans email to Miller Thomson about TD Bank and arrangements re Global Eco accounts, etc.; meeting with EcoHome Financial Inc. ("EcoHome") (S. Adil, B. Houlden, K. Holden, H. Bridge) to discuss status and coordinate our efforts moving forward, etc.; subsequent discussion with J. Berger; email to B. Wiffen of Goodmans re accounts to April 30, 2019; receipt and review of Goodmans letter to RBC; receipt and review of D. Ouyang's email regarding data dump concerns; email to A. Apps of Miller Thomson LLP re access to data room for his client's transaction; receipt and review of J. Berger's email to TD Bank; telephone call from B. Lahey of Home Trust re TD account and Global Eco, etc.; conference call with J. Berger and B. Wiffen re TD position on PAP's; conference call with A. Diseri, B. Lahey, B. Wiffen and J. Berger re status of the Home Trust account being frozen, etc.; conference call with Home Trust, TD Bank and B. Wiffen with a view to unfreezing the account; receipt and review of J. Berger email re	5.50

Date	Professional	Description	Time
		N. Arteaga, home owner discharge; receipt and review of J. Berger email attaching K. Houlden email regarding criminal charges, etc.	
05/01/2019	Jeff Berger	Meeting with EcoHome representatives and the Receiver to discuss the status of the Receiver's administration; corresponding with TD Bank, Home Trust and Goodmans regarding the Receiver's need to process certain payments from frozen bank accounts of the Debtor Affiliates; discussion with B. Wong and B. Tannenbaum regarding employee termination issues and corresponding with employees re same; review of information provided by the debtor.	6.60
05/02/2019	Brenda Wong	Update employee termination schedule for WEPP eligibility and payroll to be paid by Receiver.	0.40
05/02/2019	Daniel Weisz	Discussion with J. Berger re TD Bank forms and sign same.	0.20
05/02/2019	Bryan Tannenbaum	Settlement documentation signed for N. Arteaga matter; receipt and review of D. Ouyang email re data dump; receipt and review of employee email regarding information promised; receipt and review of Miller Thomson email acknowledging TD Bank position; receipt and review of Goodmans email to Miller Thomson; receipt and review of Goodmans email considering Court Order for TD Bank to release, etc.; my response approving same; receipt and review of Goodmans email to TD Bank; receipt and review of D. Ouyang's email consenting to bank arrangements; receipt and review of D. Ouyang's email re payroll for Global Eco; conference call with B. Houlden, K. Houlden, D. Hooper re sale of assets and credit bid, intercompany receivables, criminal action against B. Myles-Jansen; call with B. Wiffen re foregoing topics and status of TD Bank and payroll issues; receipt and review of TD email regarding reactivating Home Trust account with indemnity, etc.; receipt and review of Home Trust acknowledgement email; conference call with TD Bank and Goodmans re unfreezing of accounts; conference call with EcoHome to report TD discussions, etc.; receipt and review of J. Berger email to Goodmans re EcoHome call and to proceed; receipt and review of draft order to unfreeze account and send comments to B. Wiffen re same; emails re all parties to be onboard with Order, etc.; receipt and review of Goodmans email to Crown Crest reporting on the TD call and our proposed course of action to unfreeze, etc.; emails re Court tomorrow, etc.; receipt and review of Goodmans email to EcoHome re draft Order.	4.00
05/02/2019	Usama Emad	Process WEPP claims and update calculations based on employee responses to inquiries made by the Receiver; draft correspondence to be sent to each employee; sent to B. Wong for review, to be finalized and submitted online; followed up with Reliance and Eco Energy management for outstanding items.	4.60

Date	Professional	Description	Time
05/02/2019	Jeff Berger	Call with B. Tannenbaum, B. Houlden and K. Houlden to discuss various matters relating to the Receiver's activities; discussion with B. Wiffen regarding the issues presented by TD relating to the Receiver's ability to process certain payments through the Debtor Affiliates' frozen accounts; review of settlement documents re Arteaga claim against Eco Energy and executing same; calls with K. Houlden and M. Hogan; corresponding with TD, Home Trust and Goodmans re status of various deposit accounts and the impact of the freeze on collections; review of draft Amendment Order re unfreezing of Debtor Affiliate accounts.	10.10
05/03/2019	Daniel Weisz	Review summary of activities; complete form re signing authority at TD Bank and attend at TD Bank as required by TD Bank.	1.10
05/03/2019	Brenda Wong	Review employee claims schedule.	1.40
05/03/2019	Bryan Tannenbaum	Receipt and review of various emails from K. Houlden re comments on draft Order; receipt and review of B. Wiffen email re comments on K. Houlden's email and comments provided; conference call with EcoHome (B. Houlden, K. Houlden, M. Koshan) and B. Wiffen re unfreezing of TD account and the ground rules discussed and set out in the draft Amendment Order compelling D. Ouyang to cooperate or be in contempt, others to be served, etc.; attend at TD to provide signing authority documentation; review Goodmans email re D. Ouyang and R. Howell consenting, etc.; review Goodmans email to Miller Thomson re Crown Crest acceptance of draft Order; receipt and review of A. Apps email agreeing to Order wording; receipt and review of J. Berger email to TD branch with banking documents and various emails responding by TD; receipt and review of Goodmans email to R. Howell and D. Ouyang attaching Amendment Order and strict instructions to D. Ouyang et. al. to abide by terms; Goodmans email re serving amendment Order on the names therein; receipt and review of Goodmans email to TD legal re unfreeze; confirm from TD re unfreeze; receipt and review of J. Berger email to RBC re Sifontes payment; discussion with J. Berger re B. Myles-Jansen criminal charges; receipt and review of Goodmans email re R. Howell wanting to meet one-on-one; email to R. Howell to confirm for Monday after the creditors meeting; emails from Crown Crest re access to data room and difficulties obtaining access; receipt and review of emails from B. Myles-Jansen regarding information request and delay to Monday not acceptable to us, etc.; conference call with B. Houlden and K. Houlden re status, etc.	4.30
05/03/2019	Usama Emad	Discussions with various liquidators; review updated proofs of claim and revise WEPP calculations; draft response to WSIB letter.	2.10
05/03/2019	Jeff Berger	Email to RBC to request information regarding certain payments; meeting with K. Houlden, M. Koshan and S. Adil of EcoHome to review the Debtor's accounting records; review of information and analysis provided by EcoHome; discussion with B. Houlden and B. Tannenbaum re credit bid for head office assets; email to D. Ouyang regarding the lack of information provided from the Priority Request List; responding to B. Myles-Jansen re status of information to be provided to the Receiver.	7.80

Date	Professional	Description	Time
05/05/2019	Bryan Tannenbaum	Quick review of EcoHome statement of claim and lifting of stay required, etc.; receipt and review of several emails regarding the data dump from B. Myles-Jansen; receipt and review of J. Berger email serving Amended Order to various employees; receipt and review of J. Berger email to D. Ouyang re third party assets on site; receipt and review of B. Leung email re information to be provided to the Receiver.	0.50
05/06/2019	Brenda Wong	Review draft emails to employees re their proofs of claim; meet with U. Emad to review changes to accrued employee liabilities schedule and draft emails to employees re their proofs of claim; discussion with U. Emad re WEPP issues.	1.20
05/06/2019	Bryan Tannenbaum	Discussion with R. Howell re possible settlement; discussion with B. Houlden re my discussions with R. Howell.	0.50
05/06/2019	Jeff Berger	Meet with D. Ouyang and B. Myles-Jansen to discuss the status of certain information requests and the payment of A/P by debtor affiliates; limited review of financial information provided by B. Leung; corresponding with RBC regarding the Receiver's request for information relating to certain payments; various calls from Eco Energy/EcoHome customers who were inquiring about the status of their contracts in light of the letter sent by EcoHome in the prior week.	2.90
05/07/2019	Brenda Wong	Review employee emails; discussions with U. Emad re treatment of WEPP claims.	
05/07/2019	Bryan Tannenbaum	Telephone call from R. Howell re settlement discussions, etc.; telephone call from B. Houlden and K. Houlden re status, etc.	0.40
05/07/2019	Jeff Berger	Call with RBC regarding the status of information requested by the Receiver; providing the Debtor Affiliates with information regarding the process to submit payment requests to the Receiver for approval; preparing the Receiver's interim statement of receipts and disbursements; review of email correspondence from Eco Energy customers and responding to same.	5.40
05/08/2019	Brenda Wong	Discussions and/or emails with J. Berger and U. Emad re employee payroll, WEPP and termination dates; update WEPP letter to mail to former employees who did not attend the April 15 meeting.	0.20
05/08/2019	Usama Emad	Review of payment request form provided by D. Ouyang for Greensaving and Global Eco; review of support for payments and draft response to same; submit WEPP claims for employees; calculate wages owed to employees by the Receiver.	3.80
05/08/2019	Jeff Berger	Review of payment requests submitted by Greensaving and Global Eco; discussion with B. Wiffen re approval of Debtor Affiliate payments; review of employee inquiries; corresponding with employees re WEPP claims; corresponding with customers re service issues; follow up with RBC re payment details; discussion with Crown Crest re customer buyout of contract.	4.60
05/09/2019	Bryan Tannenbaum	Review of status memo to EcoHome; meeting with B. Houlden and K. Houlden to discuss same and moving forward, etc.; telephone call from B. Houlden and K. Houlden re indemnity for sale of assets.	1.20

Date	Professional	Description	Time
05/09/2019	Jeff Berger	Review of various customer inquiries and discussing same with P. Soon; review of draft letters to employees re WEPP and other matters; review of proposed buyout pursuant to Standstill Agreement and discussion with B. Wiffen re same; review of letter from Goodmans to B. Myles-Jansen and S. Singh re attempts to divert the Debtor's assets to a Debtor Affiliate; providing information to RBC re certain pre-receivership payments; draft update memo to EcoHome and discuss same with B. Tannenbaum; meeting with B. Houlden, K. Houlden and B. Tannenbaum to discuss the status of the Receiver's administration.	7.40
05/09/2019	Usama Emad	Meet with G. Abel of EcoHome on-site at the Victoria Park office to allow access to the inventory and assets for liquidation, tended to liquidators; observe D. Ouyang visit to the office to pick up the Firstonsite furnace; review additional payment process support provided by D. Ouyang for Greensaving and Global Eco.	5.50
05/10/2019	Brenda Wong	Email from and discussion with U. Emad re employee proof of claim received.	0.10
05/10/2019	Bryan Tannenbaum	Telephone call with B. Wiffen re changes to the Indemnity; telephone call from J. Berger re Greensaving requests for cash releases, etc.	0.50
05/10/2019	Jeff Berger	Review of changes to draft indemnity agreement from EcoHome; discussing same with B. Wiffen and K. Houlden; email to D. Ouyang re ownership of assets at the Victoria Park location; review of Debtor Affiliate's bank accounts and review of payment requests from Greensaving and Global Eco.	4.50
05/10/2019	Usama Emad	Call from D. Ouyang regarding status of payment approval form; reviewed new employee proof of claim and sent follow up questions for inquiry.	1.10
05/13/2019	Jeff Berger	Corresponding with S. Tang and K. Sankar of RBC regarding the information pertaining to a payment to M. Sifontes; review of information provided by RBC and discussion with B. Wiffen re same; review of B. Wiffen letter to M. Sifontes' counsel re demand for repayment of funds; drafting memo to EcoHome re Receiver's authorization of payments from Debtor Affiliate's accounts.	7.20
05/13/2019	Usama Emad	Review mail for Eco Energy, including bills to be paid; categorize correspondence and meet with J. Berger to review and outline actions.	1.60
05/13/2019	Bryan Tannenbaum	Telephone call from K. Houlden and B. Houlden re frozen bank accounts and our authorization of payments to Global Eco and Greensaving; subsequent call with B. Wiffen re same; discussion with J. Berger re H&R and lease to go against D&G, Greensaving; receipt and review of R. Howell email re B. Myles-Jansen signing postponements, etc.; responding email sent confirming that she does not have authority to do so, etc.; discussion with J. Berger re frozen accounts and payments authorized.	0.30
05/14/2019	Brenda Wong	Review email from employee and proof of claim submitted and email to U. Emad re response to same.	0.10

Date	Professional	Description	Time
05/14/2019	Jeff Berger	Attending on site at the Victoria Park office to meet with the property manager and discuss the status of the tenancy, the Receiver's intentions, etc.; prepare memo re status of lease at Victoria Park office; email to Cornerstone and IWS regarding extended warranty coverage for Eco Energy contracts; various discussions with Eco Energy and EcoHome customers regarding the status of their accounts, service needs, etc.; discussion with G. Abel re liquidation of assets, storage of records, etc.	
05/14/2019	Usama Emad	Correspond with employees regarding proof of claim forms, or review of newly submitted proof of claim forms; review of payment authorization request from D. Ouyang for Greensaving expenses.	
05/15/2019	Usama Emad	Finish review of all invoices and support from D. Ouyang related to Greensaving payment approval, discussion with J. Berger re same; review of third-party claim for consignment inventory; summarize findings and provide to J. Berger for review; scan all legal correspondence related to the Receivership to date.	4.40
05/15/2019	Bryan Tannenbaum	Receipt and review of Goodmans email re Sifontes offer and response sent.	0.10
05/15/2019	Jeff Berger	Review of letter from S. Hsia and discussing same with B. Wiffen; review of claim for consignment inventory; review of payment authorization request from Greensaving.	2.20
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
_			114.5

May 21, 2019 Invoice 3 Page 7

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	17.3	\$550	\$ 9,515.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	1.3	\$525	682.50
Brenda Wong, CIRP, LIT	Senior Manager	5.0	\$395	1,975.00
Jeffrey K. Berger, CPA, CA	Manager	63.9	\$295	18,850.50
Usama Emad, CPA	Senior Associate	27.0	\$195	5,265.00
Total hours and professional fees		114.5		\$ 36,288.00
HST @ 13%				4,717.44
Total payable				\$ 41,005.44

#### PAYMENT BY VISA / MC ACCEPTED

Card Number	Expiry Date
Name on Card	Amount

#### WIRE PAYMENT DETAILS

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



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

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

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** June 17, 2019

**Client File** 7865250-10000

Invoice 4

**No.** 5715912

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period May 16, 2019 to May 31, 2019.

Date	Professional	Description	Time
05/16/2019	Bryan Tannenbaum	Telephone call from D. Brooker of Steinberg Title Hope & Israel LLP and follow up email regarding his client who is a customer of Eco Energy; email to K. Houlden of EcoHome Financial Inc. ("EcoHome") re Vista lawsuit analysis; telephone call from D. Ramaga of Forum Equity Partners re possible purchase of Global Eco's Home trust book; email to B. Houlden of EcoHome re same.	0.5
05/17/2019	Jeff Berger	Phone call with EcoHome (B. Houlden, K. Houlden) and B. Tannenbaum re third party inventory claims and settlement discussions; email to R. Howell re scope of Receiver's authority (i.e., all assets of Eco Energy, not just the EcoHome portfolio); drafting the Receiver's interim statement of receipts & disbursements through May 16, 2019 and communicating with EcoHome re same; forwarding legal correspondence and customer complaints to EcoHome for review; corresponding with various customers re complaints and inquiries.	3.4
05/17/2019	Bryan Tannenbaum	Meeting with J. Berger re status prior to meeting with R. Howell; call with B. Houlden and K. Houlden re preparation for R. Howell meeting; meeting with R. Howell at our offices re settlement proposal and request meeting with EcoHome; memo to EcoHome re same; receipt and review of Goodmans email re Sifontes settlement offer; telephone call with K. Houlden and B. Houlden re D. Ouyang's latest proposal and rejection of same, Reliance third party equipment; telephone message and email to R. Howell re rejection of offer; telephone call from R. Howell; email to EcoHome re conversation with R. Howell.	3.0
05/21/2019	Usama Emad	Prepare disbursement requests; sort and scan all mail received, including legal, banking and other.	1.7
05/21/2019	Jeff Berger	Corresponding with D. Ouyang re payment authorization requests and the status of the lease at 3761 Victoria Park; status update memo	3.4

Date	Professional	Description	Time
		to EcoHome; discussion with B. Wiffen of Goodmans re head office lease and D. Ouyang payment requests.	
05/22/2019	Usama Emad	Correspond with Reliance to set up time for removal of consignment inventory; communicate with creditors of Eco Energy regarding deadline for submitting Proof of Property claims; review of creditor information and claims received; attend at Service Ontario for VIN registration details and call Mercedes-Benz to request confirmation of sale of leased van.	2.4
05/22/2019	Daniel Weisz	Review and sign cheques.	0.1
05/23/2019	Brenda Wong	Review Wage Earner Protection Program payment letters received and email to U. Emad re same.	0.1
05/23/2019	Daniel Weisz	Review form of invoice, update and discussion with J. Berger on same.	0.3
05/23/2019	Bryan Tannenbaum	Receipt and review of letter from F. Tayar of Fred Tayar & Associates Professional Corporation re representing D. Ouyang; meeting with J. Berger to review report to EcoHome on status.	0.5
05/23/2019	Usama Emad	Meet with Canada Revenue Agency ("CRA") Trust Accounts Examination Officer to provide banking and employee payroll details; answer questions and provide support as needed; review of creditor invoices and correspondence; sort new mail.	3.1
05/23/2019	Jeff Berger	Draft Receiver's update memo; discussion with C. Mitchell of Parallax Paralegal Services re ongoing litigation matters; arranging for a bank draft to be issued from the EcoHome TD account in the name of the Debtor; review of various customer inquiries and requests; meeting with CRA trust examiner and discussing the results of the trust examination; review of email from D. Ouyang re requested access to the head office and responding to same.	4.2
05/24/2019	Brenda Wong	Discussions with U. Emad re employee proofs of claim.	0.1
05/24/2019	Bryan Tannenbaum	Telephone call with B. Wiffen re status and review of our status memo to EcoHome; status meeting with K. Houlden, B. Houlden and J. Berger at our offices.	1.0
05/24/2019	Usama Emad	Various follow up and calls with Mercedes-Benz Financial Group regarding the sale of the leased vehicle to Eco Energy.	0.6
05/24/2019	Jeff Berger	Meet with B. Houlden, K. Houlden and B. Tannenbaum to discuss the status of information provided by the debtor, recoveries, employee claims, liquidation of assets, banking/collections, customer inquiries, CRA trust exams, and the Receiver's funding requirements; attending at TD to pick up a bank draft for EcoHome; delivering the draft to EcoHome; review of correspondence from F. Tayar and discussing same with B. Wiffen; review of information re B. Leung and intercompany receivables; preparing invoices re customer buyouts and NOSI discharges; corresponding with Reliance re removal of third-party/consignment inventory; review of documentation provided by Mercedes-Benz Financial re buyout of vehicle lease; email to D. Ouyang re unauthorized payments and request for employee agreements for Greensaving.	4.6

Date	Professional	Description	Time
05/27/2019	Jeff Berger	Responding to various customer inquiries (i.e., service calls, complaints, buyout requests, etc.)	1.0
05/28/2019	Jeff Berger	Review of various emails from D. Ouyang re payments from Greensaving and retrieving personal items from the Victoria Park office; responding to same; responding to various customer inquiries.	1.8
05/29/2019	Jeff Berger	Corresponding with H&R Reit regarding the Receiver's intention to vacate the Victoria Park office, etc.; drafting email to EcoHome re same; review of B. Wiffen letter to F. Tayar and providing comments re same; drafting Bill of Sale for the Sprinter van; responding to various customer inquiries.	2.6
05/29/2019	Usama Emad	Correspond with credit card processor for Eco Energy; scan and send egal correspondence.	
05/29/2019	Bryan Tannenbaum	Receipt and review of Goodmans email providing F. Tayar letter of May 29, 2019 regarding payments and arrangements for D. Ouyang to retrieve personal belongings/records; receipt and review of Goodmans draft response to F. Tayar and approve same; meeting with P. Soon to sign vehicle ownership; telephone call from J. Berger re landlord and K. Houlden and also D. Ouyang's attendance and K. Houlden's concerns; conference call with K. Houlden, B. Houlden and J. Berger re occupation arrangements regarding H&R Reit and meeting D. Ouyang at the premises.	0.5
05/30/2019	Jeff Berger	Responding to various customer inquiries and discussing same with P. Soon.	0.8
05/31/2019	Bryan Tannenbaum	Weekly status meeting with B. Houlden and K. Houlden; subsequent meeting with J. Berger to discuss next Court Report and outstanding issues, etc.; review and discuss J. Berger's email to D. Ouyang regarding outstanding information; receipt and review of Goodmans email re RBC status	1.0
05/31/2019	Jeff Berger	Meeting with K. Houlden, B. Houlden and B. Tannenbaum re status of receivership; email to D. Ouyang re payroll trust exam questions, self-billing portfolio outstanding information, and payment authorization requests for Debtor Affiliates; meet with D. Ouyang on site at the Victoria Park office; walk-through of Victoria Park office with G. Abel of EcoHome in advance of turning over possession of the property to the landlord on June 3; attending to various administrative matters re NOSI discharges, postponements, etc.	5.4
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			42.7

June 17, 2019 Invoice 4 Page 4

# **FEE SUMMARY**

Professional			Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT			President	6.5	\$550	\$ 3,575.00
Daniel R. Weisz, CPA, CA, CFF,	CIRP	, LIT	Senior Vice President	0.4	\$525	210.00
Brenda Wong, CIRP, LIT			Senior Manager	0.2	\$395	79.00
Jeffrey K. Berger, CPA, CA			Manager	27.2	\$295	8,024.00
Usama Emad, CPA			Senior Associate	8.4	\$195	1,638.00
Total hours and professional fe	es			42.7		\$ 13,526.00
Disbursements						
Photocopies	\$	54.00				
Postage		47.34				
Mail Forwarding		1,156.64				
Total disbursements			_			1,257.98
Total professional fees and disbursements					\$ 14,783.98	
HST @ 13%						1,921.92
Total payable						\$ 16,705.90

## PAYMENT BY VISA / MC ACCEPTED

Card Number	Expiry Date
Name on Card	Amount

## WIRE PAYMENT DETAILS

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



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

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

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** July 4, 2019

**Client File** 7865250-10000

Invoice 5

**No.** 5730145

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period June 1, 2019 to June 15, 2019.

Date	Professional	Description	Time
06/03/2019	Brenda Wong	Review email from former employee re question on WEPP payment and emails with J. Berger re same.	0.2
06/03/2019	Usama Emad	e visit to Eco Energy to do a last walkthrough of the leased operty with the property manager and turnover of keys.	
06/03/2019	Jeff Berger	Draft memo to file re issues with obtaining information from B. Leung; discussion with B. Tannenbaum re same; review of payment authorization request from Greensaving and responding to same; corresponding with B. Leung re meeting request.	1.3
06/03/2019	Bryan Tannenbaum	Receipt and review of Goodmans LLP email re expiry of Restricted Period; telephone call with B. Wiffen of Goodmans re same; telephone call from B. Wiffen re report to file with the Court.	0.3
06/04/2019	Brenda Wong	Review draft response to employee re calculation of her WEPP payment; respond to email from U. Emad re employee's proof of claim.	0.2
06/04/2019	Usama Emad	Prepare cheque requisitions for submitted expenses related to Eco Energy; respond to WEPP status inquiry by Eco Energy employee.	0.6
06/04/2019	Bryan Tannenbaum	Receipt and review of Goodmans email re Crown Crest valuation and letter from Miller Thomson LLP indicating that they will not provide their client's valuation model; conference call with B. Wiffen and J. Berger re same and strategy moving forward, email to D. Ouyang and awaiting F. Tayar of Fred Tayar & Associates Professional Corporation response; meeting with B. Houlden, K. Houlden of EcoHome Financial Inc. ("EcoHome") re M. Sifontes, F. Tayar; conference call with B. Wiffen, K. Houlden and B. Houlden re Crown Crest counsel response, F. Tayar's recent correspondence; discussion re strategy to obtain information from D. Ouyang regarding the self-billing portfolio and how best to proceed; discuss approval of	0.6

Date	Professional	Description	Time
		payments for the Debtor Affiliates, various pending legal actions undertaken by the Debtor, and other administrative matters.	
06/05/2019	Donna Nishimura	Deposit cheque at the bank.	0.1
06/05/2019	Usama Emad	Review of Greensaving Payment Approval submission per the request of J. Berger.	1.7
06/05/2019	Jeff Berger	Conference call with EcoHome to discuss collections on the self-billing portfolio and outstanding information relating to same; phone call with F. Tayar and B. Wiffen re F. Tayar's letter dated May 31, 2019 and the Receiver's position with respect to the issues raised by F. Tayar.	2.1
06/06/2019	Jeff Berger	Draft email to D. Ouyang re required information for self-billing portfolio, approval of payments from Debtor Affiliate accounts, and other matters; discuss same with B. Wiffen, B. Tannenbaum and K. Houlden of EcoHome.	1.4
06/06/2019	Bryan Tannenbaum	Receipt and review of B. Houlden email re B. Leung and T. Tam affidavit as to his role; telephone call with J. Lane, B. Leung 's solicitor, to arrange a meeting and explain reasons for same; email re same to EcoHome.	
06/07/2019	Anne Baptiste	Post receipts to Ascend; prepare disbursement cheques.	1.3
06/07/2019	Jeff Berger	Draft intercompany demand letters and discuss same with B. Wiffen and B. Tannenbaum; review of intercompany accounts and discussion re same with M. Koshan and S. Adil of EcoHome.	
06/07/2019	Donna Nishimura	Deposit cheque at the bank.	0.1
06/07/2019	Bryan Tannenbaum	Receipt and review of Goodmans draft response to F. Tayar re EcoHome action and lifting of stay for purpose of them filing the claim only; approving same for release; receipt and review of Miller Thomson email re Crown Crest and request for EcoHome contract claims, etc.; receipt and review of Goodmans response thereto; receipt and review of J. Lane email re meeting with B. Leung; telephone call from J. Lane re same to arrange a meeting.	0.5
06/10/2019	Donna Nishimura	Deposit cheques at the bank.	0.1
06/10/2019	Jeff Berger	Drafting the Receiver's Fifth Report; preparing demand letters for intercompany receivables; attending to various customer service inquiries.	4.7
06/11/2019	Jeff Berger	Drafting the Receiver's Fifth Report; finalize and send the intercompany demand letters; respond to various customer inquiries and discuss same with P. Soon.	
06/12/2019	Jeff Berger	Review of email and requests from D. Ouyang and discussing same with B. Wiffen; drafting the Receiver's Fifth Report; arranging for various buyouts, postponements and discharges for customers and discussing same with P. Soon and R. Tam.	
06/13/2019	Bryan Tannenbaum	Execute acknowledgement and direction for T. Rajakulasooriyar; receipt and review of B. Wiffen email regarding payments to Sifontes' numbered company and lawyers responding letter; discussions with J. Berger re status, etc.	0.7

Date	Professional	Description	Time
06/13/2019	Jeff Berger	Responding to various customer inquiries and discussing same with B. Myles-Jansen and P. Soon; drafting the Receiver's Fifth Report.	1.4
06/14/2019	Usama Emad	Called Teranet regarding access to records for Eco Energy; followed up with GoDaddy regarding domain for Eco Energy.	0.5
06/14/2019	Anne Baptiste	Post receipts to Ascend; prepare disbursement cheques.	0.8
06/14/2019	Bryan Tannenbaum	Prepare for and attend meeting with B. Leung and his counsel J. Lane at the offices of Bersenas Jacobsen; memo prepared regarding same; various emails re Crown Crest meeting arrangements; telephone call from B. Wiffen re preparation for Crown Crest meeting, meeting with B. Leung, status of Fifth Report, etc.	2.2
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			30.5

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	4.6	\$550	\$ 2,530.00
Brenda Wong, CIRP, LIT	Senior Manager	0.4	\$395	158.00
Jeffrey K. Berger, CPA, CA	Manager	18.1	\$295	5,339.50
Usama Emad, CPA	Senior Associate	5.0	\$195	975.00
Anne Baptiste/Donna Nishimura	Estate Administrator	2.4	\$110	264.00
Total hours and professional fees		30.5		\$ 9,266.50
Disbursements				
Courier 9.97				
Total disbursements	_			9.97
Total professional fees and disbursements				\$ 9,276.47
HST @ 13%				1,205.94
Total payable				\$ 10,482.41

#### PAYMENT BY VISA / MC ACCEPTED

Card Number	Expiry Date
Name on Card	Δmount

#### WIRE PAYMENT DETAILS

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



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

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

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** August 21, 2019

Client File 7865250-10000

**Invoice** 6

**No.** 5758996

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period June 16, 2019 to June 30, 2019.

Date	Professional	Description	Time
06/17/2019	Usama Emad	Review of general correspondence.	0.4
06/17/2019	Bryan Tannenbaum	Meet with B. Houlden, K. Houlden and M. Koshan of EcoHome Financial Inc. ("EcoHome") re Crown Crest transaction.	0.5
06/18/2019	Jeff Berger	Discussion with B. Wiffen of Goodmans LLP re status of intercompany demands, payment approvals for debtor affiliates, review of Crown Crest valuation materials, Receiver's Fifth Report, and other matters; call with P. Soon, S. Adil and K. Houlden of EcoHome re review of payments from Eco Energy to M. Sifontes' company and the beneficial interest in same; call with SNAP Financial ("SNAP") to obtain information re contracts financed; review and respond to various emails from B. Myles-Jansen re NOSI discharge requests, buyouts, etc.	2.4
06/18/2019	Bryan Tannenbaum	Attend meeting at Goodmans with K. Houlden, M. Koshan, S. Adil, H. Bridge and B. Wiffen to prepare for meeting with Crown Crest; attend meeting at Miller Thomson LLP offices with K. Mahar of Miller Thomson and R. Tam, N. Shah and S. Milne of Crown Crest, along with attendees from Goodmans meeting; subsequent discussions with EcoHome and Goodmans; email to J. Berger re self-billing portfolio; receipt and review of J. Berger email regarding deadline for intercompany demands for repayment; receipt and review of Miller Thomson email revaluation models; receipt and review of Miller Thomson email with financial statements demonstrating implicit internal rate of return; receipt and review of Miller Thomson email attaching emails re changes in the valuation/offer; receipt and review of EcoHome email re Crown Crest model re 326 matches to be disclosed; telephone call with J. Berger re Crown Crest, demand letters, Sifontes payments to his numbered company of \$100K and additional \$104K where his lawyer requested PPSA release,	4.0

Date	Professional	Description	Time
		D. Ouyang's request for payments, Terraview access, Crown Crest data room, trust monies re 106 self-billing contracts, and information provided by B. Leung.	
06/19/2019	Jeff Berger	Phone call with SNAP re payment history relating to contracts originated by Eco Energy; email to SNAP regarding same; email to B. Leung to follow up on the Receiver's request for information; email to D. Ouyang regarding the intercompany demand letters dated June 11, 2019; call with B. Tannenbaum re update on various matters; attending to various customer inquiries.	2.8
06/19/2019	Bryan Tannenbaum	Receipt and review of B. Leung and J. Lane emails; Crown Crest premeeting at our offices with B. Wiffen, B. Houlden, K. Houlden, H. Bridge, M. Koshan and S. Adil to discuss strategy; meeting at Miller Thomson offices to settle with Crown Crest, etc.	
06/20/2019	Anne Baptiste	Prepare disbursement cheques, post receipts to Ascend; filing re banking documentation.	0.6
06/20/2019	Daniel Weisz	Discussion with B. Tannenbaum on the status of various matters.	0.1
06/20/2019	Jeff Berger	Meet with P. Soon, K. Houlden and G. Abel to discuss misappropriation of trust funds by Eco Energy, the transfer of Eco Energy's self-billing portfolio, and other administrative matters; review of letter from F. Tayar of Fred Tayar & Associates Professional Corporation re lapse of the Restricted Period and the implications of same; phone call with B. Tannenbaum and B. Wiffen re F. Tayar's letter and proposed response to same; email to SNAP re status of information requested by the Receiver; corresponding with R. Farooq re termination of the Receiver's access to the Eco Energy CRM; review of information provided by B. Leung pursuant to the Receiver's request; drafting the Receiver's statement of Receipts and Disbursements as at June 20, 2019.	5.2
06/20/2019	Bryan Tannenbaum	Meet with J. Berger to discuss status of outstanding matters and update him regarding the Crown Crest settlement, etc.; receipt and review of Crown Crest draft settlement agreement from Goodmans and respond to same; various emails re portal access terminated; emails from R. Farooq and J. Berger re same; receipt and review of F. Tayar's email letter regarding termination of Orders, etc.; review P. Soon emails to D. Ouyang re self-billing portfolio transfer; review email from J. Berger re SNAP correspondence; receipt and review of K. Houlden email regarding NOSI pull vis-a- vis Crown Crest portfolio; telephone call with B. Wiffen re F. Tayar letter of June 20, 2019, banking not time limited, restore access, inter-company demand letter, reports, etc.	2.0
06/21/2019	Usama Emad	File employee WEPP claim and email correspondence regarding filed claim back to the employee.	0.4
06/21/2019	Bryan Tannenbaum	Receipt and review of Goodmans email with draft response to F. Tayar; approve same; receipt and review of Miller Thomson email providing comments/edits to the Crown Crest settlement agreement; email from B. Wiffen re same and agree with the changes; receipt and review of Goodmans email to EcoHome re Crown Crest settlement agreement and any comments thereto; several emails re contracts to	1.8

Date	Professional	Description	Time
		be included in Settlement; review, edit the Fourth Report to Court re Crown Crest Settlement approval; discuss with B. Wiffen; execute settlement agreement and joint direction to Global Eco to be held in escrow and return to Goodmans.	
06/24/2019	Jeff Berger	Discussion with P. Soon re transition of Eco Energy self-billing portfolio and the Debtor's lack of cooperation in regard to same.	0.4
06/24/2019	Usama Emad	Respond to former employee re wages owed.	0.1
06/25/2019	Jeff Berger	Review of various emails from customers re NOSI discharges and postponements; draft the Receiver's 5th report and discuss same with B. Wiffen; review of email from F. Tayar and B. Wiffen's response to same.	2.2
06/26/2019	Bryan Tannenbaum	Review various emails from past 2 days from F. Tayar for further information; review Goodmans responses thereto; attend in Court for approval of the Crown Crest settlement and adjourn to discuss with F. Tayar and then return to Chambers for approval; email to Goodmans re wire instructions; telephone call with J. Berger re self-billing portfolio status, inter-company responses, etc.; email re deficiencies in information provided regarding the self-billing portfolio; receipt and review of S. Hsia email regarding removing PPSA registrations re M. Sifontes, etc.; various emails regarding the self-billing portfolio; telephone call with P. Soon; response sent to Global Eco.	3.5
06/26/2019	Usama Emad	Review of general correspondence; email update to J. Berger re same.	0.8
06/27/2019	Bryan Tannenbaum	Various emails with D. Ouyang re self-billing information; emails with P. Soon and J. Berger re same.	0.5
06/27/2019	Daniel Weisz	Discussion with TD re confirmation of bank draft to be issued.	0.1
06/28/2019	Anne Baptiste	Prepare disbursement cheques; post receipts to Ascend.	0.3
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			30.3

August 21, 2019 Invoice 6 Page 4

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	14.5	\$550	\$ 7,975.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.2	\$525	105.00
Jeffrey K. Berger, CPA, CA	Manager	13.0	\$295	3,835.00
Usama Emad, CPA	Senior Associate	1.7	\$195	331.50
Anne Baptiste	Estate Administrator	0.9	\$110	99.00
Total hours and professional fees		30.3		\$ 12,345.50
HST @ 13%				1,604.92
Total payable				\$ 13,950.42

# VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

## WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.



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

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www.rsmcanada.com

To RSM Canada Limited

Court-appointed Receiver and Manager of Eco Energy Home Services Inc. 11 King Street West, Suite 700 Toronto, ON M5H 4C7

Date September 24, 2019

Client File 7865250-10000

Invoice 7

**No.** 5782379

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period July 1, 2019 to July 31, 2019.

Date	Professional	Description	Time
07/02/2019	Usama Emad	Performed buyout and settlement bank deposit analysis.	0.9
07/02/2019	Jeff Berger	Correspond with various customers re buyouts, discharges of security, and service needs; working with Crown Crest and Equifax to facilitate the transfer of NOSIs from Eco Energy to Crown Crest pursuant to the settlement agreement; email to J. Lane and B. Leung re Canada Revenue Agency ("CRA") payroll inquiry; update the Receiver's interim statement of receipts and disbursements ("R&D") and prepare for meeting with EcoHome Financial Inc. ("EcoHome") tomorrow.	2.8
07/03/2019	Jeff Berger	Discussion with B. Tannenbaum re status of file; meeting with EcoHome and Goodmans LLP to review the Receiver's draft Fifth Report; review of email from R. Tam regarding contract buyouts paid to Eco Energy prior to the appointment of the Receiver; review of reconciliation of self-billing portfolio provided by EcoHome; attending to various customer inquiries and requests.	5.8
07/03/2019	Bryan Tannenbaum	Meeting with J. Berger to prepare for EcoHome meeting to review Fifth Report and discuss outstanding issues; attend meeting at EcoHome offices (B. Houlden, K. Houlden, H. Bridge, D. Hooper, S. Adil) and B. Wiffen of Goodmans and J. Berger to review Fifth Report, etc.	2.0
07/04/2019	Jeff Berger	Review of information provided by B. Leung re CRA payroll audit inquiry; email to D. Ouyang and J. Jiang regarding same; review of discrepancies in self-billing reconciliation files and discussion with EcoHome regarding same; response to R. Tam re buyout payments received by Eco Energy prior to the appointment of the Receiver.	2.3
07/04/2019	Bryan Tannenbaum	Review draft email to Crown Crest re buyout payments; receipt and review of final email.	0.2

Date	Professional	Description	Time
07/05/2019	Jeff Berger	Updating the Receiver's Fifth Report; review of self-billing files provided by the Debtor and email to B. Myles-Jansen re same; review of payroll reconciliation provided by J. Jiang in response to CRA inquiry.	2.0
07/08/2019	Usama Emad	Review of Eco Energy mail.	0.1
07/08/2019	Jeff Berger	Respond to various inquiries and service requests from customers; email to CIBC re request for account details for possible undisclosed account of the Debtor; review of payroll reconciliation report provided by J. Jiang and discuss same with B. Tannenbaum; revise the Receiver's Fifth Report and discuss same with B. Wiffen and B. Tannenbaum.	2.9
07/08/2019	Bryan Tannenbaum	Emails re Vista settlement; receipt and review of Goodmans email re same.	0.3
07/10/2019	Jeff Berger	Respond to various customer inquiries and service requests; discuss same with P. Soon; update the R&D discuss final changes to the Receiver's Fifth Report with B. Wiffen and B. Tannenbaum.	1.8
07/10/2019	Bryan Tannenbaum	Meeting at RSM offices with EcoHome (B. Houlden, D. Hooper, K. Houlden), Aird & Berlis (M. Van Zandervoort) and Goodmans (B. Wiffen, J. Wadden) re Vista action and plan to move forward, etc.; subsequent meeting with B. Wiffen and J. Wadden re finalizing Fifth Report.	1.3
07/11/2019	Anne Baptiste	Prepare disbursement cheques; post receipts to Ascend.	0.5
07/11/2019	Donna Nishimura	Deposit cheque at the bank.	0.1
07/11/2019	Jeff Berger	Draft response to F. Tayar of Fred Tayar & Associates Professional Corporation re intercompany demands and the Receiver's review of information provided in respect of same; update the Receiver's Fifth Report and discuss same with B. Wiffen and B. Tannenbaum; phone call with CIBC re ownership of account that received funds on behalf of the Debtor.	3.5
07/11/2019	Bryan Tannenbaum	Review revisions to Fifth Report; review and edit letter to F. Tayar re Demand Letters.	0.3
07/12/2019	Bryan Tannenbaum	Receipt and review of J. Berger email regarding Crown Crest; receipt and review of J. Berger email regarding Global Eco response to number of self-billing contracts; review revisions to the Fifth Report.	1.2
07/15/2019	Bryan Tannenbaum	Meeting with EcoHome to sign postponement documents.	0.2
07/16/2019	Jeff Berger	Addressing service calls and other inquiries from customers, and discussing same with P. Soon.	1.1
07/17/2019	Jeff Berger	Receipt and review of email from D. Ouyang; respond to D. Ouyang re outstanding funds owing to the Receiver in respect of the self-billing portfolio, service costs for the Crown Crest portfolio, and the Receiver's demands for payments from related companies; discuss same with B. Tannenbaum and B. Wiffen.	2.3
07/18/2019	Usama Emad	Review proofs of claim ("POC") for two employees; request additional support for claimed amounts; spoke with legal counsel for one employee regarding the claim and developed action plan to validate the claims amounts prior to submission.	1.1

07/19/2019			Time		
07/10/2010	Anne Baptiste	Prepare disbursement cheques.	0.3		
07/19/2019	Usama Emad	all with legal counsel to employee regarding the employee's claim; quire regarding employment details to support claims and calculate 'EPP to compare claim against the books and records of the ompany; review support provided by legal counsel and report to Berger.			
07/19/2019	Jeff Berger	Receipt and review of email from D. Ouyang; respond to same; discuss employee claim with U. Emad.	1.2		
07/22/2019	Bryan Tannenbaum	Receipt and review of emails regarding Court scheduling of Vista matter.	0.1		
07/23/2019	Usama Emad	Review invoices from various vendors, along with all supporting documents; prepare index of Appendices for Receiver's Fifth Report.	2.2		
07/23/2019	Jeff Berger	Update Receiver's Fifth Report for recent activities and developments, and discuss same with B. Tannenbaum and B. Wiffen; review of D. Ouyang email and discuss response to same with B. Wiffen; review appendices to Fifth Report.	2.7		
07/23/2019	Bryan Tannenbaum	Review edits to Fifth Report; discuss with J. Berger.	0.2		
07/24/2019	Usama Emad	Review of employee POCs; draft letters to employees re same; submit a WEPP claim for one employee; correspond with legal counsel regarding an employee WEPP claim; discussion re wages owed to employees from the Receiver; review of service expenses incurred; review mail.	3.3		
07/24/2019	Bryan Tannenbaum	Final read of the Fifth Report and sign and return to Goodmans for service; discussions with J. Berger re status of items in the Report; receipt and review of P. Soon email regarding signatories and response sent; receipt and review of F. Tayar letter; receipt and review of B. Wiffen email to EcoHome advising of F. Tayar letter and need to amend/update Fifth Report.	1.0		
07/25/2019	Jeff Berger	Revise the Receiver's Fifth Report in response to documentation provided by F. Tayar; discuss changes to report with B. Wiffen; discuss status of potential recoveries with B. Wiffen and B. Tannenbaum; call with P. Soon re service expenses and customer inquiries.	2.8		
07/25/2019	Usama Emad	Submit WEPP claim for employee and provide documents to employee; call Allstream to request copies of unpaid invoices.	0.8		
07/26/2019	Bryan Tannenbaum	Discussion with J. Berger re RBC accounting; telephone call with B. Wiffen re same and our calculation, status of Sifontes matter and his discussions with his lawyer.	0.8		
07/26/2019	Jeff Berger	Arrange for funds to be transferred from TD account to EcoHome; exchange emails with customer re billing and service inquiry.	1.2		
07/26/2019	Anne Baptiste	Prepare June bank reconciliation; prepare deposit requisition; prepare disbursement cheques; post receipts to Ascend.	1.0		
07/26/2019	Donna Nishimura	Deposit cheques at the bank.	0.1		

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Date	Professional	Description	Time
07/31/2019	Jeff Berger	Call with B. Wiffen re amounts owing to employees for post- receivership work; discussion with B. Houlden and K. Houlden re same.	0.7
07/31/2019	Anne Baptiste	Process journal entries; filing re banking; post receipts to Ascend; prepare bank reconciliation.	1.6
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			54.1

September 24, 2019 Invoice 7 Page 5

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	7.6	\$550	\$ 4,180.00
Jeffrey K. Berger, CPA, CA	Manager	33.1	\$295	9,764.50
Usama Emad, CPA	Senior Associate	9.8	\$195	1,911.00
Anne Baptiste/Donna Nishimura	Estate Administrator	3.6	\$110	396.00
Total hours and professional fees		54.1		\$ 16,251.50
HST @ 13%				2,112.70
Total payable				\$ 18,364.20

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS
Please contact Donna Nishimura at 647.727.3552 for wire instructions.



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

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www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date September 24, 2019

Client File 7865250-10000

Invoice 8

**No.** 5782466

For professional services rendered with respect to the appointment of RSM Canada Limited as Courtappointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period August 1, 2019 to August 31, 2019.

Date	Professional	Description	Time
08/01/2019	Donna Nishimura	Deposit cheque at the bank.	0.1
08/08/2019	Anne Baptiste	Filing re banking.	0.1
08/08/2019	Jeff Berger	Respond to various customer inquiries re billing and service; discuss same with P. Soon; call with B. Wiffen of Goodmans LLP re D. Ouyang refusal to remit self-billing funds collected, status of RBC demand, etc.	1.8
08/12/2019	Jeff Berger	Calls with various employees re wages, WEPP submissions, etc.; attending to various customer inquiries re service needs, contract disputes, buyouts and postponements; discussion with P. Soon re same.	2.4
08/13/2019	Usama Emad	Sort through mail to Eco Energy, scan and sort files accordingly.	0.2
08/14/2019	Usama Emad	Call with Service Canada regarding WEPP claims issue for B. Myles- Jansen, discuss same with J. Berger and share call back details to further discuss matter.	0.2
08/14/2019	Jeff Berger	Emails with B. Myles-Jansen re discharge of security held by Eco Energy for Global Eco customers/contracts; discuss payment of outstanding employee wages with U. Emad; review and sign release re settlement, and direction re security discharge.	1.3
08/14/2019	Daniel Weisz	Review and sign release.	0.1
08/15/2019	Usama Emad	Review wages owed to employees by the Receiver after the date of receivership; calculate the total payroll taxes and withholdings, send to B. Wong and J. Berger for review; review of service expenses; prepare cheque requisitions and provide to J. Berger for review.	2.3
08/16/2019	Jeff Berger	Review of offer to settle re Vista lawsuit and discuss same with D. Weisz.	0.6

Date	Professional	Description	Time
08/16/2019	Anne Baptiste	Post receipts to Ascend; prepare disbursement cheques.	0.7
08/16/2019	Daniel Weisz	Review offer to settle and discussion with J. Berger on same; review and sign cheques.	0.3
08/16/2019	Brenda Wong	Review payroll calculations for post-receivership pay.	0.5
08/16/2019	Donna Nishimura	Deposit cheque at the bank.	0.1
08/16/2019	Usama Emad	Update calculation for the total payroll taxes and withholdings, as per B. Wong's review comments; sort various mail related to Eco Energy saved on the server.	0.5
08/19/2019	Jeff Berger	Correspond with ESC re discharge documents to be signed, amendments required for same.	0.8
08/20/2019	Bryan Tannenbaum	Execute discharge of NOSI's.	0.1
08/21/2019	Bryan Tannenbaum	Receipt and review of Goodmans email re Vista request to admit and business records notice; email to Goodmans confirming ok to serve Vista; receipt and review of Goodmans email regarding their conversation this morning with Vista's counsel; receipt and review of Goodmans email re September 10 Vista Court date.	0.5
08/21/2019	Jeff Berger	Call with Rogers re outstanding balances owing on account, cancellation of services, etc.	1.3
08/22/2019	Anne Baptiste	Filing re banking.	0.1
08/22/2019	Bryan Tannenbaum	Telephone call with B. Wiffen re status update; discuss with J. Berger re outstanding items.	0.5
08/22/2019	Jeff Berger	Call with B. Tannenbaum and B. Wiffen re status of various outstanding items (i.e., RBC and Sifontes claims, etc.); update the Receiver's statement of receipts and disbursements through August 22, 2019 and discuss same with B. Tannenbaum; correspond with various customers re contract buyouts and postponements, and discuss same with P. Soon.	2.3
08/23/2019	Donna Nishimura	Deposit cheques at the bank.	0.1
08/23/2019	Bryan Tannenbaum	Meeting with P. Soon to sign 2 postponements.	0.1
08/26/2019	Jeff Berger	Review draft letter to self-billing customers and discuss same with B. Tannenbaum and P. Soon; attend to various customer inquiries and service complaints, and discuss same with P. Soon; review emails from counsel re potential settlements with RBC and M. Sifontes.	1.7
08/26/2019	Usama Emad	Sort and scan mail related to Eco Energy; save all correspondence into the shared folder.	0.1
08/26/2019	Bryan Tannenbaum	Receipt and review of B. Wiffen email re Sifontes' settlement offer; email from B. Wiffen re same; status meeting with B. Houlden; receipt and review of B. Wiffen email update on RBC; review and approve draft letter for self-billing customers for P. Soon.	0.8
08/27/2019	Bryan Tannenbaum	Receipt and review of B. Wiffen email from Sifontes re settlement.	0.1
08/29/2019	Jeff Berger	Correspond with B. Myles-Jansen and P. Soon re NOSI discharges; call with ESC re discharge rejection letter and next steps; call with P. Soon re information required by the Manitoba land registry office to	2.9

September 24, 2019 Invoice 8 Page 3

Date	Professional	Description	Time
		complete the discharge requests; call with B. Wiffen re funds available for security, RBC settlement, and other matters.	
08/29/2019	Donna Nishimura	Deposit cheques at the bank.	0.1
08/29/2019	Bryan Tannenbaum	Receipt and review of Goodmans email to Devry Smith Frank LLP confirming RBC settlement and providing wire instructions; receipt and review of B. Wiffen email to K. Houlden re Sifontes minutes of settlement and his markups and comments; receipt and review of B. Wiffen email re doesn't contain mutual release but we are still protected by Court Order/BIA; email responding that we agree.	0.5
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			23.2

September 24, 2019 Invoice 8 Page 4

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	2.6	\$550	\$ 1,430.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.4	\$525	210.00
Brenda Wong, CIRP, LIT	Senior Manager	0.5	\$395	197.50
Jeffrey K. Berger, CPA, CA	Manager	15.1	\$295	4,454.50
Usama Emad, CPA	Senior Associate	3.3	\$195	643.50
Anne Baptiste/Donna Nishimura	Estate Administrator	1.3	\$110	143.00
Total hours and professional fees		23.2		\$ 7,078.50
Disbursements				
Courier 11.51				
Total disbursements	_			11.51
Total professional fees and disbursements				\$ 7,090.01
HST @ 13%				921.70
Total payable				\$ 8,011.71

# VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS Please contact Donna Nishimura at 647.727.3552 for wire instructions.



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

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

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** March 16, 2020

Client File 7865250-10000

Invoice 9

**No.** 5925172

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period September 1, 2019 to September 30, 2019.

Date	Professional	Description	Time
09/03/2019	Donna Nishimura	Deposit cheque at the bank.	0.1
09/03/2019	Usama Emad	Sort, scan and save mail related to Eco Energy, mostly related to legal matters.	0.1
09/03/2019	Bryan Tannenbaum	Receipt and review of B. Wiffen of Goodmans LLP ("Goodmans") email re direction of Sifontes' settlement funds; respond to same; receipt and review of J. Wadden of Goodmans email regarding Vista proceedings as to timing, security for costs, settlement, etc.; email response to let us know if they want us to contact Vista directly; receipt and review of Sifontes' draft minutes of settlement from B. Wiffen; receipt and review of K. Houlden of EcoHome Financial Inc. ("EcoHome") email to B. Wiffen with comments on Sifontes' minutes and push back on shareholder, officers language, etc.; receipt and review of B. Wiffen email to Devry Smith Frank LLP ("Devry") re timing for receipt of funds; receipt and review of J. Wadden email requesting permission to file and serve with Court; confirmed same.	0.5
09/04/2019	Anne Baptiste	Prepare July bank reconciliation; prepare disbursement cheques; filing re banking; post receipts to Ascend.	0.9
09/04/2019	Bryan Tannenbaum	Receipt and review of J. Wadden email regarding his call with Vista's lawyer; response that agreement with Vista to be done by the Receiver as a court officer; email to J. Satin re status of RBC payment.	0.2
09/04/2019	Jeff Berger	Attend to various administrative matters regarding discharges and buyouts, etc.; correspond with various customers re service issues and other matters; receipt and review of email from B. Myles-Jansen re creditor inquiries; respond to same.	3.6

Date	Professional	Description	Time
09/05/2019	Usama Emad	Complete the T4 employee confirmation form and mail back to Canada Revenue Agency.	0.3
09/05/2019	Bryan Tannenbaum	Receipt and review of J. Wadden email regarding his call with Vista's lawyer and settlement amounts discussed; email from B. Wiffen stating that we are not yet in funds for issue of costs commitment, if required; receipt and review of B. Wiffen email with final draft of Sifontes release document to be sent tomorrow; receipt and review of K. Houlden response to J. Wadden re Vista settlement amount.	1.3
09/06/2019	Donna Nishimura	Deposit cheque at the bank.	0.1
09/06/2019	Jeff Berger	Prepare statement of Receipts and Disbursements ("R&D") and calculate amounts for distribution to secured lender; discuss same with B. Tannenbaum; revise R&D based on discussion.	1.7
09/06/2019	Bryan Tannenbaum	Receipt and review of B. Wiffen email confirming that he sent the Sifontes final draft to his lawyer; receipt and review of J. Wadden email to approve/confirm our response to Vista on settlement offer and confirm same; receipt and review of B. Wiffen email re RBC funds being couriered to us from Devry; receipt and review of B. Wiffen email with Sifontes lawyer's comments; email from K. Houlden re okay; receipt and review of Devry letter with RBC cheque and advise Goodmans and EcoHome; receipt and review of B. Wiffen email with Sifontes' final version of Minutes of Settlement; execute same and return; discussions with J. Berger re R&D receipt and review of J. Berger's email to Goodmans with R&D.	0.8
09/09/2019	Bryan Tannenbaum	Receipt and review of TD Bank email re security held for visa against Global Eco; telephone call with J. Berger re same; receipt and review of J. Wadden email re approval for Vista settlement amount; receipt and review of EcoHome approval; instruct Goodmans to settle with Vista.	0.5
09/10/2019	Usama Emad	Sort and scan incoming legal correspondence.	0.1
09/11/2019	Bryan Tannenbaum	Receipt and review of J. Wadden email with draft Vista settlement agreement; comments made; receipt and review of B. Wiffen email with executed Sifontes minutes of settlement; receipt and review of revised Vista settlement agreement; receipt and review of K. Houlden email approving Vista and requesting our wire details; wire details sent; telephone call from J. Wadden remail and Vista settlement timing.	0.3
09/12/2019	Donna Nishimura	Pick up bank draft at TD Bank.	0.1
09/12/2019	Anne Baptiste	Post receipts to Ascend; prepare disbursement cheques.	0.3
09/16/2019	Bryan Tannenbaum	Receipt and review of K. Houlden email re draft summary for meeting; receipt and review of J. Wadden comments thereto; preparatory meeting for at Eco Home offices with B. Houlden, K. Houlden, D. Hooper, P. Soon, H. Bridge and J. Wadden; telephone call from F. Tayar of Fred Tayar & Associates Professional Corporation re sign off of Winnipeg customer discharge document.	2.0
09/17/2019	Jeff Berger	Review of Receiver's Sixth Report and discuss same with B. Tannenbaum and B. Wiffen.	1.7

Date	Professional	Description	Time
09/17/2019	Bryan Tannenbaum	Review and sign Receiver's Sixth Report; receipt and review of B. Wiffen email re confidentiality of Crown Crest settlement; receipt and review of J. Wadden email re Vista confidentiality and subsequent email with revision to the report; receipt and review of J. Wadden email re	0.4
09/18/2019	Bryan Tannenbaum		2.0
09/23/2019	Bryan Tannenbaum	Receipt and review of J. Wadden email re TD re small claims court matter and stay required; receipt and review of K. Houlden email re same; receipt and review of J. Berger email re same; attend at Court re approval of Sixth Report; receipt and review of K. Houlden email re costs for small claims court; receipt and review of J. Wadden email re RSM to issue stay of proceedings, etc.; discuss same with J. Berger; receipt and review of entered distribution order; receipt and review of B. Wiffen email re Sifontes settlement completed and funds released; receipt and review of draft R&D and discuss with J. Berger.	3.0
09/23/2019	Jeff Berger	Receipt and review of motion record from TD re small claims action and judgment; draft letter to small claims court re BIA and receivership stay of proceedings, etc.; draft letter to plaintiffs re stay of proceedings; discuss same with B. Tannenbaum and J. Wadden; update R&D through September 23, 2019.	4.6
09/24/2019	Bryan Tannenbaum	Receipt and review of OSB inquiries email; discuss with J. Berger; executing discharge notices and releases and settlements.	0.4
09/24/2019	Donna Nishimura	Send out via registered mail to Toronto Small Claims Court a Notice of Stay of Proceedings and send copies to those listed on the letter.	0.2
09/24/2019	Jeff Berger	Review of various settlement, release, and postponement documents; discuss same with B. Tannenbaum and obtain signatures; review of various customer inquiries and forward same to P. Soon for comment; review calculation of post-receivership wages and discuss same with B. Wong; receipt and review of email from J. Wadden re TD motion and suggested letter to plaintiff; receipt and review of OSB request for information relating to the scheduled examination of D. Ouyang; draft response to same and compile the information requested; attend to various administrative matters.	5.2
09/25/2019	Jeff Berger	Receipt and review of email from B. Myles-Jansen re Global Eco refusal to remit trust funds to the Receiver, and materials/documents requested by Global Eco.	1.1
09/26/2019	Jeff Berger	Receipt and review of OSB complaint and discuss same with B. Tannenbaum; draft response to OSB re same; review emails from B. Myles-Jansen re trust funds being held by Global Eco; draft response to B. Myles-Jansen and discuss same with B. Wiffen and B. Tannenbaum; prepare interim R&D at the request of B. Houlden; request bank draft from TD.	4.2
09/27/2019	Jeff Berger	Finalize response to OSB re creditor complaint and discuss same with B. Tannenbaum; call with J. Wadden and B. Tannenbaum re motion to have small claims matter dismissed due to the stay imposed by the receivership; meet with B. Houlden, K. Houlden and	3.4

March 16, 2020 Invoice 9 Page 4

Date	Professional	Description	Time
		B. Tannenbaum to discuss wind-up of receivership and distribution to EcoHome.	
09/27/2019	Bryan Tannenbaum	Telephone call with J. Wadden re proceed to Commercial Court for stay of small claims court matter; meeting with B. Houlden, K. Houlden and J. Berger re discussion on how to finalize administrations.	0.8
09/27/2019	Anne Baptiste	Prepare August bank reconciliation; prepare disbursement cheques; post receipts to Ascend.	0.9
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			40.8

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	12.2	\$550	\$ 6,710.00
Jeffrey K. Berger, CPA, CA	Manager	25.5	\$295	7,522.50
Usama Emad, CPA	Senior Associate	0.5	\$195	97.50
Anne Baptiste/Donna Nishimura	Estate Administrator	2.6	\$110	286.00
Total hours and professional fees		40.8		\$ 14,616.00
HST @ 13%		·		1,900.08
Total payable				\$ 16,516.08

### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

## WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.



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

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RSM Canada Limited
 Court-appointed Receiver and Manager of
 Eco Energy Home Services Inc.
 11 King Street West, Suite 700

Toronto, ON M5H 4C7

**Date** March 16, 2020

Client File 7865250-10000

Invoice 10

**No.** 5925202

For professional services rendered with respect to the appointment of RSM Canada Limited as Courtappointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period October 1, 2019 to October 31, 2019.

Date Professional		Description		
10/01/2019	Bryan Tannenbaum	Review and edit Receiver's Seventh Report.	0.2	
10/02/2019	Bryan Tannenbaum	Review letter to Service Alberta and discuss with J. Berger; receipt and review of response from Service Alberta; receipt and review of B. Houlden of EcoHome Financial Inc. ("EcoHome") email re HST and response sent after discussions with J. Berger.	0.4	
10/02/2019	Jeff Berger	Update the Receiver's Statement of Receipts and Disbursements ("R&D"); draft the Interim Report of the Receiver pursuant to S. 246(2) of the BIA; submit HST returns and provide an analysis of refunds owing to B. Tannenbaum for review; draft letter to the Alberta Consumer Protection Agency and discuss same with B. Tannenbaum.	3.6	
10/03/2019	Donna Nishimura	Deposit cheque at the bank.	0.1	
10/03/2019	Anne Baptiste	Prepare disbursement cheques; post receipts to Ascend.	0.4	
10/03/2019	Bryan Tannenbaum	Review and edit Receiver's Seventh Report and email to Goodmans LLP re same; receipt and review of service list email of Seventh Report.	0.4	
10/03/2019	Jeff Berger	Review and finalize the Receiver's Seventh Report and the accompanying motion materials; discuss same with Goodmans and B. Tannenbaum.	1.2	
10/04/2019	Jeff Berger	Email to Goodmans re service of motion and Receiver's Seventh Report.	0.3	
10/08/2019	Bryan Tannenbaum	Conference call with B. Wiffen and J. Wadden of Goodmans re minimizing activities and going dormant so no unexpected costs to preserve the realization; preparation of an email of the small outstanding matters moving forward, transfer of contracts, possible support to EcoHome lawsuit against principals, Vista, fees claimed by	0.5	

Date Professional		Description			
		D. Ouyang and set-off; review of internal emails; review of OSB response to creditor complaint.			
10/11/2019	Jeff Berger	Receipt and review of email from F. Tayar of Fred Tayar & Associates Professional Corporation and respond to same; call with B. Myles-Jansen re outstanding postponements and related fees to be paid to the Receiver; send follow up email re same.			
10/15/2019	Bryan Tannenbaum	Emails from B. Myles-Jansen re discharges; email from J. Lane regarding Leung PPSA registration and inquire re same of Goodmans and EcoHome; receipt and review of K. Houlden email; email J. Lane re answer; telephone call from Eco Energy customer re water filtration system rental.	0.4		
10/16/2019	Bryan Tannenbaum	Receipt and review of J. Berger email re request from judgment creditor; receipt and review of J. Wadden email responding to same; email sent re my comments/direction.			
10/17/2019	Anne Baptiste	Prepare disbursement cheques; prepare September bank reconciliation.	0.3		
10/18/2019	Bryan Tannenbaum	Receipt and review of cheques for deposit.	0.1		
10/22/2019	Usama Emad	Sorting incoming mail, including legal and cheque received.	0.2		
10/23/2019	Usama Emad	Attend to various administrative matters.	0.2		
10/23/2019	Bryan Tannenbaum	Dealing with postponement for Chapman Goddard and phone call with J. King, etc.			
10/24/2019	Bryan Tannenbaum	Receipt and review of K. Houlden email re	0.2		
		; receipt and review of B. Myles-Jansen email re deficient instrument registered; my email response for more information.			
10/25/2019	Usama Emad	Scan and sort legal correspondence, update J. Berger; follow up with Enbridge to obtain invoice for outstanding bill.	0.4		
10/28/2019	Usama Emad	Review and finalize Receiver's pay and wages file amounts owed to employees; recalculate income taxes per employee based on historical tax rates of employees per the company's payroll records; discuss same with J. Berger and finalize for review; prepare cheques for each employee, including cover letters to be provided to each employee; provide to J. Berger for review.	1.5		
10/28/2019	Anne Baptiste	Post receipts to Ascend; filing re banking documentation.	0.3		
10/29/2019	Usama Emad	Obtain final Enbridge bill and complete cheque request to provide to J. Berger.			
10/31/2019	Bryan Tannenbaum		2.5		
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.			
			15.1		

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# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	5.1	\$550	\$ 2,805.00
Jeffrey K. Berger, CPA, CA	Manager	6.4	\$295	1,888.00
Usama Emad, CPA	Senior Associate	2.5	\$195	487.50
Anne Baptiste/Donna Nishimura	Estate Administrator	1.1	\$110	121.00
Total hours and professional fees 15.1				\$ 5,301.50
Disbursements				
Courier 13.00	_			
Total disbursements				13.00
Total professional fees and disbursements				\$ 5,314.50
HST @ 13%				690.89
Total payable				\$ 6,005.39

## VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS Please contact Donna Nishimura at 647.727.3552 for wire instructions.



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

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www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** March 16, 2020

Client File 7865250-10000

Invoice 11

**No.** 5925231

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period November 1, 2019 to November 30, 2019.

Date	Professional	Description	Time
11/01/2019	Donna Nishimura	Deposit cheque at the bank.	0.1
11/01/2019	Anne Baptiste	Prepare disbursement cheques.	0.2
11/01/2019	Bryan Tannenbaum	Execute postponement documents.	0.1
11/01/2019	Usama Emad	Review final cover letter template for Receiver's pay to Eco Energy employees; draft cover letter for all employees to accompany cheques; send package for each employee to J. Berger for review and mailing.	1.3
11/04/2019	Jeff Berger	Update Receiver's Interim Statement of Receipts and Disbursements; discuss same with B. Tannenbaum; attend to various administrative matters re customer service inquiries and NOSI actions; review and respond to emails from M. Koshan of EcoHome Financial Inc. ("EcoHome") re ability to complete wire transfers instead of bank drafts for monthly account sweep; correspond with TD re same.	1.9
11/06/2019	Jeff Berger	Review of email from R. Farooq re continued access to Global Eco portal; discuss same with B. Tannenbaum, K. Houlden of EcoHome and B. Wiffen of Goodmans LLP; draft response to R. Farooq; call from D. Cowell, Manitoba Finance re status of retail sales tax returns; receipt and review of email from D. Cowell re same; review and respond to various customer inquiries re NOSI discharges, postponements.	2.3
11/07/2019	Anne Baptiste	Filing re banking documentation; post receipts to Ascend.	0.2
11/07/2019	Jeff Berger	Review and respond to email from J. King re discharge of NOSI in Manitoba; receipt and review of email from J. Jiang re pay for April 22, 2019, and respond to same; review various customer inquiry emails and forward to P. Soon of EcoHome.	1.2

Date	Professional	Description	Time
11/12/2019	Jeff Berger	Attend to various administrative matters re customer service inquiries, postponement requests, etc.; call with B. Myles-Jansen re status of various NOSI discharges, payments, etc.	1.6
11/13/2019	Bryan Tannenbaum	Telephone call from J. Wadden of Goodmans re EcoHome litigation and court tomorrow and Receiver's role/position, etc.	0.2
11/14/2019	Anne Baptiste	Post receipts to Ascend; filing re banking documentation.	0.2
11/14/2019	Bryan Tannenbaum	Telephone call from .	0.1
11/15/2019	Jeff Berger	; follow-up email re same.	0.3
11/20/2019	Jeff Berger	Receipt and review of customer emails re service requirements, NOSI discharges, etc.; forward same to K. Folarin and P. Soon for review.	0.5
11/21/2019	Jeff Berger	Attend to various administrative matters re buyouts and postponements.	0.8
11/22/2019	Bryan Tannenbaum	Telephone call from J. Wadden re court case proceeding and RSM take over and lead the charge, etc., and Vista status; receipt and review of J. Wadden email to EcoHome re litigation procedure.	0.3
11/29/2019	Anne Baptiste	Prepare October bank reconciliation; post receipts to Ascend; prepare disbursement cheques.	0.5
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			11.8

March 16, 2020 Invoice 11 Page 3

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.7	\$550	\$ 385.00
Jeffrey K. Berger, CPA, CA	Manager	8.6	\$295	2,537.00
Usama Emad, CPA	Senior Associate	1.3	\$195	253.50
Anne Baptiste/Donna Nishimura	Estate Administrator	1.2	\$110	132.00
Total hours and professional fees		11.8		\$ 3,307.50
HST @ 13%		·		429.98
Total payable				\$ 3,737.48

## VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

### WIRE PAYMENT DETAILS



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

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www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** April 14, 2020

Client File 7865250-10000

Invoice 12

**No.** 5963484

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period December 1, 2019 to December 31, 2019.

Date	Professional	Description	Time
12/02/2019	Jeff Berger	Attending to various administrative matters re buyouts, NOSI discharges, etc., and exchange emails with EcoHome Financial Inc. ("EcoHome") re same.	1.1
12/06/2019	Anne Baptiste	Filing re banking documentation; post receipts to Ascend.	0.4
12/09/2019	Bryan Tannenbaum	Email to Goodmans LLP re Vista.	0.1
12/10/2019	Jeff Berger	Update the Receiver's Statement of Receipts & Disbursements through December 9, 2019; discuss same with B. Tannenbaum.	0.6
12/12/2019	Jeff Berger	Attending to various administrative matters re buyouts, NOSI discharges, etc., and exchange emails with EcoHome re same.	0.6
12/17/2019	Bryan Tannenbaum	Email to Goodmans re Vista settlement proceeds follow up; receipt and review of revised minutes of settlement from Goodmans, execute and return.	0.3
12/18/2019	Bryan Tannenbaum	Sign Alberta postponement with P. Soon and D. Hooper of EcoHome; receipt and review from Goodmans Vista mutual and final release; execute same and return.	0.3
12/20/2019	Bryan Tannenbaum	Email from ; email re Vista funds wired; send to EcoHome; execute a NOSI for Goodmans.	0.4
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			3.8

April 14, 2020 Invoice 12 Page 2

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.1	\$ 550	\$ 605.00
Jeffrey K. Berger, CPA, CA	Manager	2.3	\$ 295	678.50
Anne Baptiste	Estate Administrator	0.4	\$ 110	44.00
Total hours and professional fees		3.8		\$ 1,327.50
HST @ 13%				172.58
Total payable				\$ 1,500.08

#### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS
Please contact Donna Nishimura at 647.727.3552 for wire instructions.



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

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To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** April 14, 2020

Client File 7865250-10000

Invoice 13

**No.** 5963522

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period January 1, 2020 to January 31, 2020.

Date	Professional	Description	Time
01/02/2020	Donna Nishimura	Deposit cheque at the bank.	0.1
01/02/2020	Jeff Berger	Review of customer emails and forward same to P. Soon of EcoHome Financial Inc. ("EcoHome") and K. Folarin for review and action.	0.5
01/07/2020	Bryan Tannenbaum	Receipt and review of Manitoba postponement; execute same and return to J. Berger.	
01/08/2020	Jeff Berger	Call from S. Bresnark re small claims matter; receipt and review of email from S. Bresnark; discuss same with B. Wiffen of Goodmans LLP.	1.2
01/10/2020	Anne Baptiste	Post receipts to Ascend; prepare disbursement cheques.	0.3
01/14/2020	Anne Baptiste	Prepare bank reconciliation; post receipt to Ascend.	
01/14/2020	Jeff Berger	Receipt and review of EcoHome analysis of Equifax invoices in preparation for call with Equifax.	
01/15/2020	Jeff Berger	Call with J. Brubacher of Equifax and P. Soon to discuss certain charges relating to the transfer of NOSIs completed for the Crown Crest Transaction; call with J. Wadden of Goodmans and B. Tannenbaum re status of litigation and next steps.	1.1
01/15/2020	Bryan Tannenbaum	Telephone call from J. Wadden re litigation against the debtor and related parties by Receiver and secured creditor (who are cooperating in this).	0.3
01/17/2020	Anne Baptiste	Prepare bank reconciliation; prepare disbursement cheque; filing re banking documentation.	0.3
01/22/2020	Jeff Berger	Review various customer inquiries and forward same to EcoHome for review and response.	0.4
01/24/2020	Anne Baptiste	Filing re banking documentation.	0.2

April 14, 2020 Invoice 13 Page 2

Date	Professional	Description	Time
01/28/2020	Jeff Berger	Review of email from Equifax and investigate issues related to same; email to P. Soon re Equifax charges and proposed response; receipt and review of various NOSI discharge requests.	1.6
01/29/2020	Bryan Tannenbaum	Telephone call from ; email to J. Berger and K. Houlden of EcoHome; obtain information and send email with information .	0.3
01/29/2020	Jeff Berger	Email to K. Houlden re HST audit and preparation of response to same; review various customer inquiries re buyouts and NOSI discharges; forward same to EcoHome for review and processing.	1.2
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			8.4

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.8	\$ 550	\$ 440.00
Jeffrey K. Berger, CPA, CA	Manager	6.5	\$ 295	1,917.50
Anne Baptiste/Donna Nishimura	Estate Administrator	1.1	\$ 110	121.00
Total hours and professional fees		8.4		\$ 2,478.50
HST @ 13%				322.21
Total payable				\$ 2,800.71

## VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

## WIRE PAYMENT DETAILS



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

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www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** April 14, 2020

Client File 7865250-10000

Invoice 14

**No.** 5963571

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period February 1, 2020 to February 29, 2020.

Date	Professional	Description	Time
02/03/2020	Jeff Berger	Review and respond to former employees' inquiries regarding the status of T4s; review and forward customer inquiries to EcoHome Financial Inc. ("EcoHome"); call with P. Soon of EcoHome re outstanding charges from Enbridge and treatment of same.	1.1
02/04/2020	Jeff Berger	Prepare and finalize response to HST audit; call with K. Houlden, M. Koshan, D. Hooper and H. Bridge of EcoHome re same; review of legal notice and discuss same with B. Wiffen of Goodmans LLP; review and forward various customer requests to EcoHome.	3.1
02/05/2020	Jeff Berger	Call with J. Brubacher of Equifax re outstanding charges on account and the settlement of same; review and forward various customer inquiries to EcoHome; call with D. Murakami of Enercare to discuss Enercare's questions regarding the receivership.	1.7
02/06/2020	Jeff Berger	Responding to various inquiries from customers re discharge of security interests, etc.	1.5
02/12/2020	Brenda Wong	Review payroll withholdings to be remitted re November 2019 pay; call to Canada Revenue Agency ("CRA") re 2019 T4s filed and additional T4s to be filed.	0.5
02/12/2020	Bryan Tannenbaum	Telephone call from Cami re NOSI.	0.1
02/14/2020	Anne Baptiste	Prepare bank reconciliation; prepare disbursement cheque.	0.2
02/14/2020	Echa Odeh	Prepared additional T4s and cover letter to CRA.	1.5
02/14/2020	Brenda Wong	Meet with E. Odeh to discuss additional T4s to be prepared and review draft T4s.	0.1
02/18/2020	Brenda Wong	Review T4s and finalize letter to CRA; prepare letters to employees re additional T4s.	0.5

Date	Professional	Description	Time
02/18/2020	Echa Odeh	Made amendments to additional T4s and added additional wording to T4s as instructed by CRA.	0.5
02/21/2020	Anne Baptiste	Filing re banking documentation.	0.1
02/24/2020	Echa Odeh	Review employee claims and create spreadsheet to confirm amounts claimed, WEPP payment received by employees and confirm matches WEPP statements.	1.5
02/24/2020	Bryan Tannenbaum	Emails from Goodmans re cooperation agreement, draft statement of claim; email to Goodmans.	0.2
02/24/2020	Jeff Berger	Review HST audit results; call with EcoHome re same; review and respond to various customer inquiries and discharge requests; forward same to EcoHome for review and response.	1.4
02/25/2020	Jeff Berger	Review and respond to emails from B. Myles-Jansen re customer service confusion between Eco Energy and Global Eco; review and forward various customer inquiries to EcoHome for review and comments; call with CRA re pre-receivership HST audit, April, 2019 pre-receivership return, and release of HST refunds.	1.2
02/26/2020	Jeff Berger	Review various requests from customers for service, NOSI discharges, etc., and forward same to EcoHome for action; review and respond to emails from former employees re T4 slips for 2019.	0.8
02/27/2020	Echa Odeh	Made amendments to amounts documented in proof of claim schedule for employees claims, as per proof of claims submitted; noted proof of claims that are incorrect or do not match amounts in system.	1.1
02/27/2020	Jeff Berger	Review of draft Statement of Claim, Third Party Claim, Cooperation Agreement, and other related materials; attend to numerous customer inquiries and discharge requests.	2.2
02/28/2020	Brenda Wong	Review summary of WEPP payments and super priority claim payable to WEPP; email and discussion with J. Berger re payment of same.	0.5
02/28/2020	Jeff Berger	Review WEPP priority claims and discuss payment of same with B. Wong.	0.3
02/29/2020	Bryan Tannenbaum	Receipt and review of Goodmans email attaching letter to service list, litigation protocol and cooperation agreement; telephone discussion with J. Berger.	0.5
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			20.6

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.8	\$ 550	\$ 440.00
Brenda Wong, CIRP, LIT	Senior Manager	1.6	\$ 395	632.00
Jeffrey K. Berger, CPA, CA	Manager	13.3	\$ 295	3,923.50
Echa Odeh	Senior Associate	4.6	\$ 195	897.00
Anne Baptiste	Estate Administrator	0.3	\$ 110	33.00
Total hours and professional fees		20.6		\$ 5,925.50
HST @ 13%				770.32
Total payable				\$ 6,695.82

## VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

### WIRE PAYMENT DETAILS



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

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

www.rsmcanada.com

**To** RSM Canada Limited Court-appointed Receiver and Manager of

Eco Energy Home Services Inc.

11 King Street West, Suite 700

Toronto, ON M5H 4C7

**Date** April 29, 2020

Client File 7865250-10000

Invoice 15

**No.** 6000289

For professional services rendered with respect to the appointment of RSM Canada Limited as Courtappointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period March 1, 2020 to March 31, 2020.

Date	Professional	Description	Time
03/02/2020	Echa Odeh	Review and prepare HST filing; review of banking file for HST transactions and prepared draft letter to Canada Revenue Agency ("CRA") for RT0001.	1.5
03/02/2020	Bryan Tannenbaum	Execute NOSI discharges for Manitoba.	0.2
03/04/2020	Jeff Berger	Review and execute various NOSI discharge documents.	
03/06/2020	Jeff Berger	Call with J. Wadden of Goodmans LLP re litigation and execution of agreements.	
03/06/2020	Anne Baptiste	Prepare disbursement cheque; filing re banking documentation.	0.2
03/09/2020	Bryan Tannenbaum	Receipt and review of Enbridge email re telephone number status; email from P. Soon of EcoHome Financial Inc. ("EcoHome") re same; email to P. Soon authorizing EcoHome number to be referenced by Enbridge for customer calls; receipt and review of EcoHome draft letter to customers; edit and comment on letter to P. Soon; telephone call with P. Soon re customer letter; draft letter to EcoHome authorizing them to act on our behalf to service customers; finalize and send to P. Soon; receipt and review of P. Soon email to Enbridge providing the letters to customers.	1.3
03/10/2020	Echa Odeh	Review of corporate engagement website and organize for additional documents to be uploaded.	0.3
03/10/2020	Bryan Tannenbaum	Meet K. Folarin to execute postponements.	0.1
03/11/2020	Bryan Tannenbaum	Receipt and review of Goodmans LLP email attaching the Cooperation Agreement for execution; execute and return same.	0.2
03/12/2020	Jeff Berger	Update R&D through March 12, 2020 and discuss same with B. Tannenbaum; follow up with CRA re status of HST refunds.	0.6

Date	Professional	Description	Time
03/12/2020	Echa Odeh	Review of banking documents and provide instructions to A. Baptiste to update allocation.	0.2
03/13/2020	Anne Baptiste	Filing re banking documentation.	0.1
03/16/2020	Bryan Tannenbaum	Receipt and review of customer email regarding discharge of Global Eco Energy NOSI; discuss with J. Berger and response sent.	0.2
03/16/2020	Jeff Berger	Review and respond to email from lawyer regarding discharge of NOSI and confusion regarding the party responsible for same; email to B. Myles-Jansen re same.	0.4
03/17/2020	Daniel Weisz	Process payment of HST owed.	0.1
03/17/2020	Echa Odeh	Prepare cheque requisition; obtain CRA online payment details and provide to D. Weisz to make payment.	0.3
03/17/2020	Bryan Tannenbaum	Review statement of Receipts and Disbursements and invoices; edit J. Berger email to Dealnet regarding distribution.	0.3
03/17/2020	Jeff Berger	Update the Receiver's statement of Receipts and Disbursements; draft email to EcoHome regarding cash balance and outstanding disbursements.	0.6
03/20/2020	Anne Baptiste	Prepare bank reconciliation.	0.1
03/23/2020	Jeff Berger	Review emails from customers requiring service, discharges, etc.; forward customer emails to EcoHome for review and comment.	0.4
03/25/2020	Donna Nishimura	Contact Canada Post regarding extending redirection of mail.	0.5
03/25/2020	Jeff Berger	Arrange for bank draft to be prepared and picked up by EcoHome from TD main branch; exchange calls with TD, M. Koshan and G. Abel re same.	0.4
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			8.8

April 29, 2020 Invoice 15 Page 3

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	2.3	\$ 550	\$ 1,265.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.1	\$ 525	52.50
Jeffrey K. Berger, CPA, CA	Manager	3.2	\$ 295	944.00
Echa Odeh	Senior Associate	2.3	\$ 195	448.50
Anne Baptiste/Donna Nishimura	Estate Administrator	0.9	\$ 110	99.00
Total hours and professional fees		8.8		\$ 2,809.00
HST @ 13%				365.17
Total payable				\$ 3,174.17

### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS Please contact Donna Nishimura at 647.727.3552 for wire instructions.



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

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www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** June 3, 2020

Client File 7865250-10000

Invoice 16

**No.** 6028629

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period April 1, 2020 to April 30, 2020.

Date	Professional	Description	Time
04/01/2020	Jeff Berger	Review and respond to email from B. Myles-Jansen re discharge of Global Eco NOSI linked to Eco Energy; attend to customer service inquiry.	0.6
04/02/2020	Jeff Berger	Attend to NOSI discharge requests.	0.2
04/13/2020	Echa Odeh	Finalize return, merge letter and return document and fax to Canada Revenue Agency.	0.3
04/13/2020	Jeff Berger	Review and respond to email from B. Myles-Jansen; attend to various NOSI discharge requests.	0.4
04/14/2020	Echa Odeh	Prepare interim SRD and interim Receiver's report.	0.9
04/20/2020	Daniel Weisz	Process e-payment.	0.1
04/21/2020	Daniel Weisz	Effect e-payment.	0.1
04/22/2020	Bryan Tannenbaum	Receipt and review of bank draft request for TD Bank; sign letter and return to J. Berger.	0.2
04/22/2020	Anne Baptiste	Prepare bank reconciliation.	0.2
04/23/2020	Bryan Tannenbaum	Review S.246 interim report and sign same.	0.2
04/23/2020	Echa Odeh	Finalize interim Receiver's report and fax to the Office of the Superintendent of Bankruptcy; email to Revenue Manitoba RE sales taxes.	0.3
04/27/2020	Echa Odeh	Review of outstanding bill, review of previous billings and email sent to Vendor requesting amended invoice.	0.5
04/27/2020	Bryan Tannenbaum	Execute Gariepy NOSI.	0.1

June 3, 2020 Invoice 16 Page 2

Date	Professional	Description	Time
04/27/2020	Jeff Berger	Call with B. Wiffen of Goodmans LLP re witness an affidavit for NOSI discharge.	0.3
04/29/2020	Donna Nishimura	Prepare cheque requisition and process paperwork for payment.	0.1
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			4.5

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.5	\$ 550	\$ 275.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.2	\$ 525	105.00
Jeffrey K. Berger, CPA, CA, CIRP	Manager	1.5	\$ 295	442.50
Echa Odeh	Senior Associate	2.0	\$ 195	390.00
Anne Baptiste/Donna Nishimura	Estate Administrator	0.3	\$ 110	33.00
Total hours and professional fees		4.5		\$ 1,245.50
HST @ 13%				161.92
Total payable				\$ 1,407.42

## VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

### WIRE PAYMENT DETAILS



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

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www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** June 24, 2020

Client File 7865250-10000

Invoice 17

**No.** 6043113

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period May 1, 2020 to May 31, 2020.

Date	Professional	Description	Time
05/07/2020	Daniel Weisz	Process online payment.	0.1
05/07/2020	Echa Odeh	Prepare cheque requisition for payment of expenses.	0.2
05/08/2020	Anne Baptiste	Process disbursement request (EFT); process receipt in Ascend.	0.2
05/12/2020	Echa Odeh	Call to Canada Revenue Agency regarding refunds held (lengthy hold time); email sent to J. Berger with outcome of call and diarized to follow up in 1 month.	0.9
05/13/2020	Jeff Berger	Call with G. Abel re cheques to be deposited for EcoHome Financial Inc. ("EcoHome") funded contracts; arrange for cheques to be picked up and deposited by EcoHome.	0.3
05/15/2020	Anne Baptiste	Prepare bank reconciliation.	0.3
05/20/2020	Jeff Berger	Correspond with B. Myles-Jansen and F. Tayar re outstanding customer service issues; follow up with EcoHome re same.	0.5
05/21/2020	Jeff Berger	Attend to various customer service inquiries; finalize review of Equifax charges with P. Soon.	0.7
05/22/2020	Echa Odeh	Review of Equifax invoices; reconcile with summary and prepare cheque requisition.	0.5
05/26/2020	Echa Odeh	Response email sent to Worksafe NB.	0.2
05/26/2020	Bryan Tannenbaum	Receipt and review of TD Bank letter for bank draft.	0.1
05/26/2020	Jeff Berger	Email to EcoHome re monthly sweep of TD account; receipt and review of email from B. Millar re process for bank draft requests; review and respond to email from M. Koshan re: ability to wire funds instead of pay via draft.	0.4

June 24, 2020 Invoice 17 Page 2

Date	Professional	Description	Time
05/28/2020	Jeff Berger	Review and respond to emails from M. Koshan and G. Abel re status of TD draft; follow up with TD re same; email to G. Abel to advise that draft is ready at the branch.	0.5
05/29/2020	Jeff Berger	Attend to various customer service inquiries and forward to EcoHome for service.	0.5
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			5.4

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.1	\$ 625	\$ 62.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.1	\$ 595	59.50
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Manager	2.9	\$ 395	1,145.50
Echa Odeh	Senior Associate	1.8	\$ 225	405.00
Anne Baptiste	Estate Administrator	0.5	\$ 110	55.00
Total hours and professional fees		5.4		\$ 1,727.50
HST @ 13%				224.58
Total payable	·	<u> </u>		\$ 1,952.08

<sup>\*</sup> New rates are effective May 1, 2020 with RSM Canada Limited's new fiscal year.

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS



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

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www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** July 7, 2020

Client File 7865250-10000

Invoice 18

**No.** 6056354

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period June 1, 2020 to June 30, 2020.

Date	Professional	Description	Time
06/01/2020	Jeff Berger	Attend to various customer inquiries and NOSI related requests; forward same to K. Folarin and P. Soon for review and comments.	0.5
06/03/2020	Donna Nishimura	Prepare cheque requisition and process paperwork for payment.	0.1
06/03/2020	Jeff Berger	Attend to various customer inquiries re NOSI discharges, costponements, and service requests; forward same to EcoHome Financial Inc. ("EcoHome") for review and comment.	
06/04/2020	Daniel Weisz	Effect electronic payment.	0.1
06/05/2020	Anne Baptiste	Process/record electronic disbursements; process receipts in Ascend.	0.3
06/08/2020	Echa Odeh	Prepare cheque requisition and summarize invoices for payment to Equifax.	0.5
06/09/2020	Jeff Berger	Attend to various customer inquiries re NOSI discharges and other matters; forward same to EcoHome for review and comment; call with L. Burden-Nixon of Gowlings re return of Eco Energy retainer funds; confirm receipt of same.	1.0
06/11/2020	Jeff Berger	Attend to various customer requests and administrative matters.	1.0
06/15/2020	Jeff Berger	Attend to postponement request; correspond with B. Myles-Jansen, EcoHome, and customer re same.	1.2
06/15/2020	Daniel Weisz	Review request for payment, exchange emails with J. Berger re same; process electronic payment.	0.2
06/16/2020	Jeff Berger	Attend to various customer inquiries and discuss same with EcoHome representatives.	1.0
06/17/2020	Bryan Tannenbaum	Review and execute postponement.	0.1
06/17/2020	Anne Baptiste	Prepare bank reconciliation.	0.4

July 7, 2020 Invoice 18 Page 2

Date	Professional	Description	Time
06/22/2020	Jeff Berger	Update interim statement of receipts and disbursements through June 21, 2020; calculate potential interim distribution; call with B. Tannenbaum re same; review numerous customer inquiries and forward same to EcoHome for review and comment.	1.3
06/23/2020	Daniel Weisz	Review letter to TD and D. Nishimura re signature.	0.1
06/23/2020	Jeff Berger	Discussion with B. Tannenbaum re interim distribution; prepare request to TD for sweep of EcoHome account; email to EcoHome re R&D, pending distributions, etc.	1.1
06/24/2020	Daniel Weisz	Process electronic payment.	0.1
06/25/2020	Daniel Weisz	Process electronic payment.	0.1
06/26/2020	Anne Baptiste	Process receipt in Ascend; process electronic disbursements.	0.4
06/28/2020	Jeff Berger	Review E&O insurance renewal; prepare document for execution.	0.2
06/30/2020	Bryan Tannenbaum	Receipt and review of E&O insurance form; execute same and return.	0.2
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			10.9

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.3	\$ 625	\$ 187.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.6	\$ 595	357.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Manager	8.3	\$ 395	3,278.50
Echa Odeh	Senior Associate	0.5	\$ 225	112.50
Anne Baptiste/Donna Nishimura	Estate Administrator	1.2	\$ 110	132.00
Total hours and professional fees		10.9		\$ 4,067.50
HST @ 13%				528.78
Total payable				\$ 4,596.28

## VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

### WIRE PAYMENT DETAILS



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

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www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** August 14, 2020

Client File 7865250-10000

Invoice 19

**No.** 6089210

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period July 1, 2020 to July 31, 2020.

Date	Professional	Description	Time
07/06/2020	Echa Odeh	Prepare cheque requisition for expenses and email for payment.	0.2
07/07/2020	Daniel Weisz	Process electronic payments.	0.2
07/07/2020	Donna Nishimura	Prepare cheque requisition and process paperwork for payment.	0.1
07/08/2020	Anne Baptiste	Process disbursements.	0.2
07/10/2020	Jeff Berger	Attend to various customer inquiries during the week ended July 10, 2020; correspond with EcoHome Financial Inc. ("EcoHome") re same.	1.8
07/16/2020	Anne Baptiste	Prepare bank reconciliation.	0.2
07/22/2020	Jeff Berger	Arrange for declaration, release and acknowledgement to be signed and returned to client's counsel.	0.3
07/24/2020	Jeff Berger	Review of correspondence from F. Tayar and discuss same with B. Tannenbaum.	0.3
07/27/2020	Daniel Weisz	Review and sign payment request.	0.1
07/27/2020	Jeff Berger	Arrange for bank draft to be prepared for EcoHome; approve various NOSI discharge requests.	0.6
07/28/2020	Jeff Berger	Call with J. Wadden of Goodmans LLP and B. Tannenbaum re Global Eco NOSI transfers and the fee proposal re same; attend to various customer inquiries.	1.2
07/28/2020	Anne Baptiste	Prepare bank reconciliation.	0.2
07/28/2020	Bryan Tannenbaum	Conference call with J. Wadden and J. Berger re Manitoba NOSI's.	0.2
07/30/2020	Jeff Berger	Call with K. Houlden of EcoHome and J. Wadden re transfer of NOSI interests.	1.0

August 14, 2020 Invoice 19 Page 2

Date	Professional	Description	Time
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			6.6

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.2	\$ 625	\$ 125.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.3	\$ 595	178.50
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Manager	5.2	\$ 395	2,054.00
Echa Odeh	Senior Associate	0.2	\$ 225	45.00
Anne Baptiste/Donna Nishimura	Estate Administrator	0.7	\$ 110	77.00
Total hours and professional fees		6.6		\$ 2,479.50
HST @ 13%				322.34
Total payable				\$ 2,801.84

### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS Please contact Donna Nishimura at 647.727.3552 for wire instructions.



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

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www.rsmcanada.com

**To** RSM Canada Limited Court-appointed Receiver and Manager of

Eco Energy Home Services Inc. 11 King Street West, Suite 700 Toronto, ON M5H 4C7

Date September 3, 2020

Client File 7865250-10000

Invoice 20

**No.** 6106960

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period August 1, 2020 to August 31, 2020.

Date	Professional	Description	Time
08/05/2020	Anne Baptiste	Process receipts in Ascend.	0.2
08/06/2020	Daniel Weisz	Process electronic payment.	0.1
08/06/2020	Echa Odeh	Prepare cheque requisitions for payment of expenses.	0.2
08/14/2020	Daniel Weisz	Review summary of activities; review and sign two postponements and discussion with J. Berger on same; process electronic payment.	0.4
08/14/2020	Donna Nishimura	Prepare cheque requisition and process paperwork for payment.	0.1
08/14/2020	Anne Baptiste	Process disbursement.	0.1
08/18/2020	Jeff Berger	Review and redirect various NOSI discharge/postponement requests.	0.3
08/19/2020	Jeff Berger	Exchange emails with J. Wadden of Goodman LLP and K. Houlden of EcoHome Financial Inc. ("EcoHome") re F. Tayar's request for information and Global Eco's unwillingness to provide proof of payments re NOSIs.	0.5
08/20/2020	Jeff Berger	Exchange emails with J. Wadden and K. Houlden re F. Tayar's request for information re Global Eco payments to Eco Energy in 2017 or prior, and the limitations regarding same.	0.4
08/25/2020	Daniel Weisz	Review and sign letter re payment of funds.	0.1
08/26/2020	Jeff Berger	Prepare bank draft to sweep funds from EcoHome account; forward to B. Tannenbaum and D. Weisz for signature; call with J. Wadden and K. Houlden re F. Tayar request for information re Global Eco payments to Eco Energy.	0.8
08/28/2020	Jeff Berger	Emails with J. Wadden and K. Houlden re F. Tayar's request for the Receiver to provide supporting documentation re Global Eco's	1.1

September 3, 2020 Invoice 20 Page 2

Date	Professional	Description	Time
		supposed payments to Eco Energy; discuss same with B. Tannenbaum; review and forward various customer inquiries re NOSI postponements and discharges.	
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			4.3

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.6	\$ 595	\$ 357.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Manager	3.1	\$ 395	1,224.50
Echa Odeh	Senior Associate	0.2	\$ 225	45.00
Anne Baptiste/Donna Nishimura	Estate Administrator	0.4	\$ 110	44.00
Total hours and professional fees		4.3		\$ 1,670.50
HST @ 13%				217.17
Total payable				\$ 1,887.67

### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

### WIRE PAYMENT DETAILS



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

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

www.rsmcanada.com

**To** RSM Canada Limited Court-appointed Receiver and Manager of

Eco Energy Home Services Inc. 11 King Street West, Suite 700 Toronto, ON M5H 4C7

Date October 28, 2020

Client File 7865250-10000

Invoice 21

**No.** 6153845

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period September 1, 2020 to September 30, 2020.

Date	Professional	Description	Time
09/03/2020	Donna Nishimura	Prepare cheque requisition and process paperwork for payment.	0.1
09/03/2020	Echa Odeh	Prepare cheque requisition for payment of expenses.	0.2
09/04/2020	Daniel Weisz	Process electronic payments.	0.2
09/08/2020	Echa Odeh	Prepare receipt processing form.	0.2
09/09/2020	Bryan Tannenbaum	Sign NOSI for 87 Olympia.	0.1
09/09/2020	Jeff Berger	Attend to various NOSI administration requests and coordinate with EcoHome Financial Inc. ("EcoHome") re same.	0.7
09/11/2020	Bryan Tannenbaum	Receipt and review of J. Berger email re Brose settlement; review and approve J. Berger draft status email to EcoHome re Tayar and Global Eco transfer of NOSI's.	0.6
09/11/2020	Jeff Berger	Call with J. Wadden of Goodman LLP re Global Eco NOSI assignment request from F. Tayar; email re same to K. Houlden of EcoHome; attend to various NOSI administration issues.	1.5
09/16/2020	Anne Baptiste	Process receipts in Ascend; process disbursements.	0.4
09/16/2020	Anne Baptiste	Prepare bank reconciliation.	0.2
09/18/2020	Jeff Berger	Attend to various NOSI discharge/postponement requests and coordinate same with EcoHome.	1.0
09/21/2020	Jeff Berger	Attend to various customer inquiries and correspond with EcoHome re same.	0.3
09/22/2020	Jeff Berger	Attend to various customer inquiries and coordinate responses with EcoHome.	1.1

October 28, 2020 Invoice 21 Page 2

Date	Professional	Description	Time
09/23/2020	Jeff Berger	Arrange for sweep of TD account; attend to various customer inquiries.	0.5
09/23/2020	Daniel Weisz	Review and sign bank draft request.	0.1
09/25/2020	Jeff Berger	Attend to various administration matters re customer NOSIs; correspond with EcoHome re same.	0.8
09/25/2020	Echa Odeh	Phone call with Canada Revenue Agency regarding withdrawal of claim; email sent to J. Berger to advise same.	0.2
09/30/2020	Daniel Weisz	Process electronic payment.	0.1
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			8.3

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.7	\$ 625	\$ 437.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.4	\$ 595	238.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Manager	5.9	\$ 395	2,330.50
Echa Odeh	Senior Associate	0.6	\$ 225	135.00
Anne Baptiste/Donna Nishimura	Estate Administrator	0.7	\$ 110	77.00
Total hours and professional fees		8.3		\$ 3,218.00
HST @ 13%				418.34
Total payable				\$ 3,636.34

## VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt. RSM Canada Limited



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

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

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RSM Canada Limited
 Court-appointed Receiver and Manager of
 Eco Energy Home Services Inc.
 11 King Street West, Suite 700

Toronto, ON M5H 4C7

Date November 4, 2020

Client File 7865250-10000

Invoice 22

**No.** 6165369

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period October 1, 2020 to October 31, 2020.

Date	Professional	Description	Time
10/02/2020	Jeff Berger	Attend to various administrative matters re NOSI discharges and postponements; correspond with K. Folarin and P. Soon re same.	0.5
10/05/2020	Anne Baptiste	Process receipts in Ascend.	0.2
10/06/2020	Jeff Berger	Review and respond to various customer inquiries; correspond with K. Folarin and P. Soon re same.	0.5
10/07/2020	Echa Odeh	Prepare cheque requisition for payment of expense.	0.2
10/08/2020	Bryan Tannenbaum	Approve insurance payment.	0.1
10/09/2020	Daniel Weisz	Process electronic payment.	0.1
10/14/2020	Anne Baptiste	Process disbursement in Ascend.	0.1
10/14/2020	Bryan Tannenbaum	Receipt and review of J. Wadden of Goodmans LLP email re Chambers appointment; email to J. Berger to send to K. Houlden; receipt and review of K. Houlden email re computers for pick up, etc.	0.3
10/16/2020	Jeff Berger	Review of emails from F. Tayar and J. Wadden and respond to J. Wadden re Receiver's access to Global Eco information, Eco Energy books and records, etc.; discuss same with B. Tannenbaum.	0.5
10/20/2020	Bryan Tannenbaum	Re-sign NOSI's in blue pen, as required by the Manitoba Land Registry office.	0.3
10/21/2020	Daniel Weisz	Commission affidavit.	0.1
10/21/2020	Bryan Tannenbaum	Conference call with J. Berger and J. Wadden re court proceedings, motion, scheduling matters.	0.3
10/21/2020	Jeff Berger	Call with J. Wadden re various issues raised by F. Tayar and T. Knackstedt; review correspondence from the Public Guardian and Trustee of Manitoba and respond to same; exchange emails with	1.5

November 4, 2020 Invoice 22 Page 2

Date	Professional	Description	Time
		ESC regarding the Manitoba discharge requests submitted by the Receiver.	
10/23/2020	Jeff Berger	Receipt and review of email from F. Tayar re Manitoba NOSI discharges; call with J. Wadden to discuss response to same; review of various customer inquiries and forward same to EcoHome for action.	1.0
10/26/2020	Daniel Weisz	Review and sign letter re wire transfer.	0.1
10/26/2020	Jeff Berger	Prepare request for bank draft re TD EcoHome account; forward to D. Weisz and B. Tannenbaum for review and approval.	0.4
10/28/2020	Donna Nishimura	Prepare cheque requisition and process paperwork for payment.	0.1
10/30/2020	Anne Baptiste	Process disbursement in Ascend.	0.1
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			6.4

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.0	\$ 625	\$ 625.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.3	\$ 595	178.50
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Manager	4.4	\$ 395	1,738.00
Echa Odeh	Senior Associate	0.2	\$ 225	45.00
Anne Baptiste/Donna Nishimura	Estate Administrator	0.5	\$ 110	55.00
Total hours and professional fees		6.4		\$ 2,641.50
HST @ 13%				343.40
Total payable				\$ 2,984.90

## VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

## WIRE PAYMENT DETAILS



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

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

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date January 21, 2021

Client File 7865250-10000

Invoice 23

**No.** 6215616

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period November 1, 2020 to December 31, 2020.

Date	Professional	Description	Time
09/23/2020*	Bryan Tannenbaum	Sign various discharge requests re Notices of Security Interest ("NOSIs"); sign letter to TD re transfer to EcoHome Financial Inc. ("EcoHome").	0.8
11/02/2020	Jeff Berger	Confirm NOSI discharges with ESC and email to F. Tayar and J. Wadden of Goodmans LLP ("Goodmans") re same; email to Public Guardian and Trustee of Manitoba ("PGT") re discharge of NOSI for property under their authority.	
11/03/2020	Jeff Berger	Review and respond to inquiry from F. Tayar re MB discharges; provide final confirmation regarding the discharge of same; attend to various NOSI discharge requests and customer inquiries.	0.8
11/04/2020	Daniel Weisz	Process electronic payment.	0.1
11/04/2020	Donna Nishimura	Prepare cheque requisition and process paperwork for payment.	0.1
11/04/2020	Jeff Berger	Draft email to PGT re November 10th hearing and send to J. Wadden for comments; review J. Wadden comments and send email.	0.5
11/06/2020	Anne Baptiste	Process disbursement in Ascend.	0.1
11/06/2020	Jeff Berger	Review and respond to various customer inquiries.	0.4
11/12/2020	Anne Baptiste	Process receipt in Ascend; prepare bank reconciliation.	0.3
11/13/2020	Jeff Berger	Call with K. Houlden and J. Wadden re F. Tayar/Global Eco motion re Manitoba NOSIs.	0.5
11/16/2020	Daniel Weisz	Process electronic payment.	0.1
11/16/2020	Echa Odeh	Prepare cheque requisition for expenses.	0.2

Date	Professional	Description	Time
11/16/2020	Jeff Berger	Email and call with R. Farooq re his termination of Receiver's access to the Global Eco CRM portal; discuss same with P. Soon and EcoHome representatives; respond to customer service inquiries.	
11/19/2020	Anne Baptiste	Process disbursement in Ascend.	0.1
11/23/2020	Jeff Berger	Call from customer who was approached by third party and offered a replacement plan for Eco Energy contract; discuss same with K. Houlden and J. Wadden.	1.1
11/24/2020	Bryan Tannenbaum	Receipt and review of customer email re furnace contract; respond to J. Berger to follow up.	0.3
11/24/2020	Jeff Berger	Receipt and review of email from B. Myles-Jansen re service inquiry from Eco Energy customer; email to K. Folarin re same; receipt and review of K. Folarin email re customer is actually a Global Eco customer; email to B. Myles-Jansen to confirm that Eco Energy has no interest in the matter, and Global Eco to resolve issue; receipt of email from B. Myles-Jansen acknowledging same.	0.6
11/25/2020	Jeff Berger	Prepare letter to TD re request for bank draft to EcoHome; forward to B. Tannenbaum and D. Weisz for review and signature.	0.3
11/27/2020	Jeff Berger	Review and respond to various customer inquiries; correspond with TD regarding the status of the draft to EcoHome; email to B. Millar and G. Abel re same.	
12/03/2020	Bryan Tannenbaum	Receipt and review of Goodmans email with invoice; receipt and review of J. Berger email re NOSI discharge; sign and return.	0.2
12/04/2020	Echa Odeh	Prepare cheque requisition for expenses.	0.2
12/10/2020	Anne Baptiste	Prepare bank reconciliation.	0.2
12/17/2020	Anne Baptiste	Process receipt in Ascend.	0.1
12/21/2020	Daniel Weisz	Review and sign letter to TD re bank draft; process electronic payment.	0.2
12/21/2020	Bryan Tannenbaum	Receipt and review of Goodmans email re availability for Court in April/May; telephone call with J. Berger re same; receipt and review of letter to TD re bank draft to EcoHome; sign and return to J. Berger; approve payment to Goodmans re legal fees.	
12/22/2020	Jeff Berger	Review various customer requests and forward to EcoHome for response; arrange for bank draft to be prepared by TD, for pickup by G. Abel; attend to various administrative matters.	
12/23/2020	Anne Baptiste	Process disbursements in Ascend.	0.1
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			13.1

January 21, 2020 Invoice 23 Page 3

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.7	\$ 625	\$ 1,062.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.4	\$ 595	238.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Manager	9.6	\$ 395	3,792.00
Echa Odeh	Senior Associate	0.4	\$ 225	90.00
Anne Baptiste/Donna Nishimura	Estate Administrator	1.0	\$ 110	110.00
Total hours and professional fees		13.1		\$ 5,292.50
HST @ 13%				688.03
Total payable				\$ 5,980.53

<sup>\*</sup> Not billed on previous invoice.

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS



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

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

www.rsmcanada.com

RSM Canada Limited
 Court-appointed Receiver and Manager of
 Eco Energy Home Services Inc.
 11 King Street West, Suite 700

Toronto, ON M5H 4C7

Date February 24, 2021

Client File 7865250-10000

Invoice 24

**No.** 6245415

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period January 1, 2021 to January 31, 2021.

Date	Professional	Description	Time
01/04/2021	Echa Odeh	Prepare receipt processing form.	0.1
01/04/2021	Jeff Berger	Respond to customer inquiries and attend to various Notices of Security Interest ("NOSI") administration matters; exchange emails with J. Wadden of Goodmans LLP and M. Wilson re upcoming case conference and outstanding information.	1.6
01/05/2021	Daniel Weisz	Process electronic payment.	0.1
01/05/2021	Anne Baptiste	Process receipt in Ascend.	0.1
01/05/2021	Echa Odeh	Emails with J. Berger to obtain copies of Equifax invoices; prepare cheque requisition for payment to Equifax.	0.5
01/06/2021	Anne Baptiste	Process disbursements in Ascend.	0.2
01/08/2021	Bryan Tannenbaum	Receipt and review of J. Berger email attaching acknowledgement and direction re customer account; execute and return to J. Berger.	0.2
01/12/2021	Anne Baptiste	Prepare bank reconciliation.	0.2
01/12/2021	Bryan Tannenbaum	Receipt and review of acknowledgement re customer account; execute and return to J. Berger.	0.3
01/15/2021	Jeff Berger	Receipt and review of email from F. Tayar; email to M. Wilson and J. Wadden re same; attend to various NOSI administration issues.	2.2
01/19/2021	Jeff Berger	Attend to various NOSI administration issues; email to B. Myles- Jansen re process for requesting NOSI discharges and postponements; receipt and review of response from B. Myles- Jansen and respond to same; review and forward information requested by Global Eco.	1.6
01/20/2021	Bryan Tannenbaum	Sign discharge for Gariepy.	0.2

Date	Professional	Description	Time
01/20/2021	Echa Odeh	Phone call with J. Berger regarding outstanding tasks; call with RBC to confirm new account manager; review of bank statements on file and email to RBC to obtain further information.	1.1
01/20/2021	Jeff Berger	Exchange emails with B. Myles-Jansen; discuss same with M. Wilson and J. Wadden; arrange for various NOSI discharge documents to be signed and returned to ESC.	1.2
01/21/2021	Daniel Weisz	Review and sign request re bank draft.	0.1
01/21/2021	Bryan Tannenbaum	Receipt and review of monthly TD transfer request; sign and return.	0.2
01/21/2021	Jeff Berger	Review email from K. Folarin re Global Eco CRM not working; email to R. Farooq to request service on Global Eco portal; attend to various NOSI administration requests; arrange for bank draft to be prepared by TD for pick-up by EcoHome.	1.7
01/22/2021	Jeff Berger	Receipt and review of email from F. Platt; respond to same.	0.5
01/25/2021	Jeff Berger	Discussion with M. Wilson re additional information requested by F. Tayar; download reports from Equifax and forward to M. Wilson; follow-up with E. Odeh re request to RBC for bank statements; attend to administrative matters.	
01/26/2021	Echa Odeh	Review of account statements received from RBC; email to RBC to request missing statements.	0.5
01/26/2021	Jeff Berger	Receipt and review of RBC bank statements; forward same to M. Wilson; attend to various NOSI administration requests.	0.9
01/27/2021	Echa Odeh	Phone call with J. Berger regarding invoicing and discharges; prepare invoice to Global Eco and email to B. Myles-Jansen.	0.5
01/27/2021	Bryan Tannenbaum	Receipt and review of 3 discharges; execute, scan and return to J. Berger.	0.5
01/28/2021	Echa Odeh	Phone call with RBC regarding statements and follow up email to RBC re same.	0.2
01/29/2021	Daniel Weisz	Check bank account for deposit expected.	0.1
01/29/2021	Echa Odeh	Prepare cheque requisition to B. Myles-Jansen; email to B. Myles-Jansen regarding remittance; prepare receipt processing form for payments received.	
01/29/2021	Jeff Berger	Address various NOSI administration requests; exchange emails with B. Myles-Jansen re same.	1.2
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			17.9

February 24, 2021 Invoice 24 Page 3

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.4	\$625	\$ 875.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.3	\$595	178.50
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Senior Manager*	12.4	\$425	5,270.00
Echa Odeh	Senior Associate	3.3	\$225	742.50
Anne Baptiste	Estate Administrator	0.5	\$110	55.00
Total hours and professional fees		17.9		\$ 7,121.00
HST @ 13%				925.73
Total payable				\$ 8,046.73

<sup>\*</sup>New rate effective January 1, 2021

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS



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

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

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** March 9, 2021

Client File 7865250-10000

Invoice 25

**No.** 6257283

For professional services rendered with respect to the appointment of RSM Canada Limited as Courtappointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period February 1, 2021 to February 28, 2021.

Date	Professional	Description	Time
2/1/2021	Jeff Berger	Attend to various Notices of Security Interest ("NOSI") administration matters.	1.1
2/1/2021	Echa Odeh	Prepare receipt processing form for NOSI invoice.	0.1
2/1/2021	Bryan Tannenbaum	Sign release.	0.3
2/2/2021	Anne Baptiste	Process receipts in Ascend.	0.2
2/3/2021	Jeff Berger	Attend to various administrative matters.	0.8
2/3/2021	Daniel Weisz	Process electronic payment.	0.1
2/4/2021	Jeff Berger	Calls from various customers and lawyers re NOSIs and service requirements; exchange emails with K. Folarin re same; receipt and review of MB directives re COVID friendly policies, and forward same to E. Odeh for detailed review and analysis.	1.0
2/4/2021	Echa Odeh	Phone calls with ESC and MB Land Title office regarding outstanding NOSI discharges; email documents to ESC; phone call with J. Berger regarding discharges in MB; prepare and email NOSI discharge invoice to Global Eco; review of witnessing and signing directives provided by MB Land Titles office.	1.6
2/5/2021	Jeff Berger	Attend to various NOSI administration matters; discussion with E. Odeh re same.	0.5
2/5/2021	Echa Odeh	Email sent to Kimberly for discharge documents; forward discharge documents to Global Eco.	
2/5/2021	Bryan Tannenbaum	Supervision and review of outstanding file matters.	1.0
2/8/2021	Echa Odeh	Review of file; prepare draft 246(2) report; prepare draft interim statement of receipts and disbursements ("SRD") and email to J. Berger regarding SRD account allocations.	0.6

Date Professional		Description	Time
2/10/2021	Jeff Berger	Discussion with E. Odeh re MB NOSI discharge process; review of MB protocols re NOSI discharge process; discussions with E. Odeh and K. Folarin re power of attorney for NOSI discharge purposes; review demand letters from D. Sommers and discuss with Goodmans LLP; respond to D. Sommers' demand letters; attend to various administrative matters.	
2/10/2021	Echa Odeh	Phone call discussion with J. Berger regarding MB Land Titles; phone calls and emails with EcoHome and ESC regarding power of attorney.	0.7
2/11/2021	Echa Odeh	Prepare HST returns and email to J. Berger for review.	1.1
2/12/2021	Echa Odeh	Prepare NOSI discharge fee invoice and email to B. Myles-Jansen; email to K. Folarin forwarding payment confirmation.	0.3
2/16/2021	Jeff Berger	Exchange emails with K. Folarin and M. Wilson re MB power of attorney and list of all NOSIs under Eco Energy's control; attend to various customer inquiries.	1.1
2/16/2021	Echa Odeh	Emails with EcoHome regarding list of NOSIs; email confirmation of pending discharge to B. Myles-Jansen; make amendments to Power of Attorney document and email to J. Berger for review.	0.7
2/16/2021	Anne Baptiste	Process disbursement in Ascend; prepare bank reconciliation.	0.3
2/16/2021	Bryan Tannenbaum	Review emails regarding power of attorney.	0.2
2/17/2021	Jeff Berger	Receipt and review of various demand letters; discuss same with M. Wilson and email response to D. Sommers.	0.5
2/17/2021	Echa Odeh	Prepare receipt processing form for receipt from Global Eco.	0.2
2/17/2021	Anne Baptiste	Process disbursement in Ascend.	0.1
2/18/2021	Jeff Berger	Review of various NOSI discharge requests and discuss process with E. Odeh; attend to administrative matters.	0.6
2/18/2021	Echa Odeh	Prepare draft invoice and email to Global Eco; email to Eco Energy requesting mortgage registration documents; email mortgage registration documents to Global Eco.	0.3
2/19/2021	Jeff Berger	Arrange for MB power of attorney to be signed, commissioned and submitted to ESC.	1.3
2/19/2021	Echa Odeh	Follow up email sent to RBC regarding statements requested by F. Tayar; email executed power of attorney to ESC and phone call with ESC regarding power of attorney form.	0.3
2/19/2021	Anne Baptiste	Process receipts in Ascend.	0.1
2/19/2021	Bryan Tannenbaum	Execute power of attorney.	0.2
2/22/2021	Echa Odeh	Obtain confirmation of pending discharge from K. Folarin and email to B. Myles-Jansen.	0.2
2/22/2021	Jeff Berger	Receipt and review of additional bank statements from RBC; forward same to M. Wilson for distribution to F. Tayar et al.	
2/23/2021	Echa Odeh	Follow up email sent to M. Foster at RBC to request copies of statements; phone call with M. Foster regarding statements; save statements to the file.	0.3

Date	Professional	Description	Time
2/23/2021	Bryan Tannenbaum	Sign request for bank draft to EcoHome.	0.2
2/23/2021	Jeff Berger	Arrange for bank draft to be prepared by TD at EcoHome's request; attend to various administrative matters re NOSIs.	
2/24/2021	Echa Odeh	Obtain discharge statement from K. Folarin and email to B. Myles- Jansen; prepare receipt processing form for payment from Global Eco.	0.3
2/25/2021	Bryan Tannenbaum	Review Goodmans email with affidavit; review of J. Berger email from his review; discuss with J. Berger; review Goodmans response to J. Berger changes in wording and edits of same.	0.6
2/25/2021	Jeff Berger	Review draft Affidavit of Documents and provide comments on same to M. Wilson; discuss same with B. Tannenbaum.	0.8
2/26/2021	Anne Baptiste	Process receipt in Ascend.	0.1
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			21.7

# **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	2.5	\$ 625	\$ 1,562.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.1	\$ 595	59.50
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Senior Manager	11.4	\$ 425	4,845.00
Echa Odeh	Senior Associate	6.9	\$ 225	1,552.50
Anne Baptiste	Estate Administrator	8.0	\$ 110	88.00
Total hours and professional fees		21.7		\$ 8,107.50
HST @ 13%				1,053.98
Total payable				\$ 9,161.48

## VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

### WIRE PAYMENT DETAILS



GST/HST: 80784 1440 RT 0001

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

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

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date April 26, 2021

Client File 7865250-10000

Invoice 26

**No.** 6319099

For professional services rendered with respect to the appointment of RSM Canada Limited as Courtappointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period March 1, 2021 to March 31, 2021.

Date	Professional	Description	Time
3/1/2021	Jeff Berger	Receipt and review of F. Tayar letter and Global Eco financial records re payment of Notices of Security Interest ("NOSI") registration fees; call with M. Wilson re same; email to M. Wilson and J. Wadden of Goodmans LLP and B. Tannenbaum to discuss the Receiver's position with respect to the Global Eco MB NOSIs.	2.7
3/2/2021	Jeff Berger	Receipt and review of email from M. Wilson re draft response to F. Tayar; respond to same.	0.5
3/2/2021	Bryan Tannenbaum	Review J. Berger email responding to Goodmans regarding debtor's lawyers questions, etc.; telephone call with J. Berger re same.	0.5
3/3/2021	Daniel Weisz	Process electronic payment.	0.1
3/3/2021	Jeff Berger	Call with B. Wiffen of Goodmans to discuss status of receivership.	0.3
3/3/2021	Echa Odeh	Prepare cheque requisition for payment; phone call with ESC regarding NOSI discharges; email to B. Myles-Jansen regarding pending NOSI discharges.	0.4
3/5/2021	Anne Baptiste	Post disbursement.	0.1
3/5/2021	Bryan Tannenbaum	Review M. Wilson email with draft letter to F. Tayar; review J. Berger responding email with edits and comments to M. Wilson.	0.2
3/5/2021	Jeff Berger	Receipt and review of draft response to F. Tayar; provide comments on same and email to M. Wilson re other considerations.	0.6
3/8/2021	Echa Odeh	Email with ESC and debtor regarding discharges.	0.2
3/8/2021	Jeff Berger	Call with B. Wiffen and O. Strawczynski re status of file, funding requirements, etc.	0.5
3/9/2021	Bryan Tannenbaum	Sign and return three NOSI postponements.	0.2
3/9/2021	Echa Odeh	Emails with ESC and Global Eco regarding discharges.	0.4

Date	Professional	Description	Time
3/11/2021	Anne Baptiste	Prepare bank reconciliation; post receipt.	0.3
3/11/2021	Echa Odeh	Email with debtor and EcoHome Financial regarding discharge of NOSIs; prepare receipt processing form for payment received.	0.3
3/15/2021	Echa Odeh	Email NOSI discharge confirmations to Global Eco.	0.1
3/16/2021	Echa Odeh	Emails with Global Eco regarding registered NOSI discharge.	0.2
3/17/2021	Anne Baptiste	Post receipt.	0.1
3/18/2021	Echa Odeh	Phone call with Global Eco's counsel; email with EcoHome and Global Eco regarding discharge.	0.3
3/19/2021	Jeff Berger	Review and approve draft HST returns; prepare interim statement of receipts and disbursements and forward to E. Odeh; note adjustments to be made to the GL and discuss same with E. Odeh; attend to various NOSI administration issues.	2.1
3/23/2021	Echa Odeh	Prepare schedule of journal entries and email sent to J. Berger to review.	1.1
3/24/2021	Anne Baptiste	Update bank reconciliation.	0.1
3/25/2021	Daniel Weisz	Review and sign letter re bank draft to be prepared.	0.1
3/25/2021	Bryan Tannenbaum	Review transfer of funds from TD to Eco Energy.	0.3
3/25/2021	Jeff Berger	Arrange for bank draft to be prepared by TD, at EcoHome's request.	0.4
3/26/2021	Bryan Tannenbaum	Review Affidavit of Documents; sign by Zoom with M. Wilson.	0.2
3/30/2021	Bryan Tannenbaum	Review J. Berger email with NOSIs for signature; sign 19 NOSIs, scan and return.	2.0
3/30/2021	Jeff Berger	Review MB NOSI transfer forms and arrange for same to be signed.	0.3
3/31/2021	Bryan Tannenbaum	Signature witness by Zoom by M. Wilson.	0.3
3/31/2021	Jeff Berger	Review of final MB NOSI transfer documents; attend to various administrative matters re NOSI discharges and postponements; review and respond to email from former employee re 2019 T4 slip.	1.1
3/31/2021	Echa Odeh	Organize signing and witnessing of transfer document, collate each transfer document with cover page, schedule A and schedule B; email with J. Berger and ESC regarding discharges and email from EcoHome; phone call with ESC regarding delay of discharges.	2.1
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			18.1

April 26, 2021 Invoice 26 Page 3

## **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	3.7	\$ 625	\$ 2,312.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.2	\$ 595	119.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Senior Manager	8.5	\$ 425	3,612.50
Echa Odeh	Senior Associate	5.1	\$ 225	1,147.50
Anne Baptiste	Estate Administrator	0.6	\$ 110	66.00
Total hours and professional fees		18.1		\$ 7,257.50
HST @ 13%				943.48
Total payable				\$ 8,200.98

### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS Please contact Donna Nishimura at 647.727.3552 for wire instructions.



GST/HST: 80784 1440 RT 0001

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

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

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date May 20, 2021

Client File 7865250-10000

Invoice 27

**No.** 6349772

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period April 1, 2021 to April 30, 2021.

Date	Professional	Description	Time
4/1/2021	Echa Odeh	Email regarding NOSI discharges; phone call with ESC regarding transfers and discharges of NOSIs; email to K. Folarin of Eco Financial regarding postponement; email bulk discharge documents to F. Tayar.	1.5
4/5/2021	Echa Odeh	Email with EcoHome Financial ("EcoHome") regarding NOSI discharges; email transfer document to F. Tayar.	0.5
4/5/2021	Bryan Tannenbaum	Sign Manitoba NOSI.	0.2
4/6/2021	Echa Odeh	Emails with EcoHome regarding discharges; save discharges to the file.	0.3
4/7/2021	Echa Odeh	Prepare cheque requisition for payment to Equifax.	0.2
4/9/2021	Anne Baptiste	Prepare bank reconciliation.	0.2
4/9/2021	Daniel Weisz	Process electronic payment.	0.1
4/9/2021	Echa Odeh	Follow up on discharge documents; email discharges to B. Myles- Jansen at Global Eco.	0.5
4/12/2021	Bryan Tannenbaum	Review email regarding settlement offer to T. Knackstedt.	0.4
4/13/2021	Anne Baptiste	Post disbursement.	0.1
4/19/2021	Bryan Tannenbaum	Review Goodmans email with Minutes of Settlement re T. Knackstedt, sign and return; review and sign 19 NOSIs and scan and return.	1.5
4/19/2021	Echa Odeh	Change date on transfer documents and email to B. Tannenbaum for signing; organize for documents to be couriered to M. Wilson of Goodmans.	0.5
4/22/2021	Jeff Berger	Attend to various NOSI administration issues; call with P. Soon to discuss potential sale of contracts to third party.	1.1

Date	Professional	Description	Time
4/26/2021	Daniel Weisz	Review and sign letter re bank draft.	0.1
4/26/2021	Bryan Tannenbaum	Sign letter to TD Bank for transfer of funds to EcoHome.	0.5
4/28/2021	Echa Odeh	Prepare HST returns and email to J. Berger for review.	0.8
4/28/2021	Jeff Berger	Attend to various administrative matters re NOSIs; correspond with K. Folarin re same.	0.8
4/29/2021	Jeff Berger	Arrange for bank draft to be prepared by TD for EcoHome.	0.2
4/30/2021	Jeff Berger	Review of draft HST returns and provide comments re same to E. Odeh.	0.5
4/30/2021	Echa Odeh	File HST returns and save confirmations to the file.	0.9
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			10.9

### **FEE SUMMARY**

Professional	Level	Hours	Rate		Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	2.6	\$ 625	\$	1,625.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.2	\$ 595		119.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Senior Manager	2.6	\$ 425		1,105.00
Echa Odeh	Senior Associate	5.2	\$ 225		1,170.00
Anne Baptiste	Estate Administrator	0.3	\$ 110		33.00
Total hours and professional fees 10.9					
Disbursements					
Courier \$ 10.50					
Total disbursements					10.50
Total professional fees and disbursements					
HST @ 13%					528.13
Total payable				\$	4,590.63

### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS Please contact Donna Nishimura at 647.727.3552 for wire instructions.



GST/HST: 80784 1440 RT 0001

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

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

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

**Date** July 8, 2021

Client File 7865250-10000

Invoice 28

**No.** 6391214

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period May 1, 2021 to June 30, 2021.

Date	Professional	Description	Time
5/6/2021	Donna Nishimura	Prepare cheque requisition and process paperwork for payment.	0.1
5/7/2021	Daniel Weisz	Process electronic payment.	0.1
5/7/2021	Anne Baptiste	Prepare bank reconciliation.	0.2
5/7/2021	Bryan Tannenbaum	Sign NOSI postponement form and send to P. Soon.	0.2
5/10/2021	Echa Odeh	Review of invoices; email to R. Farooq to request amended invoices.	0.2
5/13/2021	Echa Odeh	Prepare HST calculations and email to J. Berger for review.	0.1
5/19/2021	Anne Baptiste	Post receipt; post disbursements.	0.4
5/19/2021	Echa Odeh	Prepare receipt processing form and deposit slip.	0.2
5/25/2021	Bryan Tannenbaum	Review J. Berger email attaching TD direction; execute and return to J. Berger.	0.2
5/26/2021	Anne Baptiste	Post receipts.	0.1
5/26/2021	Daniel Weisz	Review and sign letter re TD bank draft.	0.1
5/27/2021	Jeff Berger	Arrange for bank draft from TD account; exchange emails with P. Soon re request for extraction of TPV files from Eco Energy web portal.	0.4
6/2/2021	Bryan Tannenbaum	Receipt, review and sign POA for J. Chimney and return to J. Berger.	0.2
6/2/2021	Jeff Berger	Review Equifax charges and forward to P. Soon for review and comments; arrange for amended POA to be signed by B. Tannenbaum and picked up; review email from R. Farooq and provide quote for transfer of TPV files to P. Soon.	0.8
6/3/2021	Jeff Berger	Review and respond to various customer inquiries.	0.4
6/4/2021	Echa Odeh	Prepare cheque requisition.	0.2

Date	Professional	Description	Time
6/7/2021	Jeff Berger	Review Equifax invoices.	0.3
6/8/2021	Bryan Tannenbaum	Sign NOSI postponement document and return to J. Berger.	0.2
6/9/2021	Anne Baptiste	Prepare bank reconciliation.	0.2
6/10/2021	Jeff Berger	Review various customer inquiries and forward to F. Ayaz for review and comments.	0.3
6/14/2021	Bryan Tannenbaum	Sign two NOSI postponements and return to J. Berger.	0.2
6/15/2021	Echa Odeh	Prepare receipt processing form and deposit slip.	0.2
6/15/2021	Daniel Weisz	Process electronic payment.	0.1
6/17/2021	Echa Odeh	Phone call with customer regarding property lien; email to EcoHome Financial Inc. ("EcoHome") to contact customer; calculate HST and email to J. Berger for review and approval.	0.5
6/17/2021	Anne Baptiste	Post receipt.	0.1
6/18/2021	Echa Odeh	Phone call with service provider regarding recent invoices.	0.3
6/24/2021	Daniel Weisz	Review and sign letter re bank draft.	0.1
6/24/2021	Bryan Tannenbaum	Review and sign TD transmission to transfer funds to EcoHome.	0.2
6/24/2021	Jeff Berger	Arrange for extension of Terraview insurance for one month.	0.3
6/25/2021	Anne Baptiste	Post disbursement.	0.1
6/28/2021	Jeff Berger	Prepare request for bank draft re TD account; email to P. Soon re status of administrative and funding issues.	0.5
6/30/2021	Bryan Tannenbaum	Review email from M. Wilson of Goodmans LLP attaching F. Tayar letter regarding Global Eco contracts and responsibility for same; review of J. Berger response; review M. Wilson responding email.	0.3
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			7.8

## **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.5	\$ 625	\$ 937.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.4	\$ 595	238.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Senior Manager	3.0	\$ 425	1,275.00
Echa Odeh	Senior Associate*	1.7	\$ 250	425.00
Anne Baptiste/Donna Nishimura	Estate Administrator	1.2	\$ 110	132.00
Total hours and professional fees		7.8		\$ 3,007.50
HST @ 13%				390.98
Total payable				\$ 3,398.48

<sup>\*</sup>New rate effective May 1, 2021.

### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

### WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.



GST/HST: 80784 1440 RT 0001

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

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

www.rsmcanada.com

To RSM Canada Limited
Court-appointed Receiver and Manager of
Eco Energy Home Services Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date September 9, 2021

Client File 7865250-10000

Invoice 29

**No.** 6433472

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver and Manager of Eco Energy Home Services Inc. ("Eco Energy or the "Debtor") for the period July 1, 2021 to August 31, 2021.

Date	Professional	Description	Time
7/3/2021	Bryan Tannenbaum	Review and approve Goodmans LLP draft letter to F. Tayar's office.	0.2
7/5/2021	Jeff Berger	Review and respond to various administrative requests re customer service and Notices of Security Interest ("NOSIs").	0.8
7/7/2021	Anne Baptiste	Prepare bank reconciliation.	0.2
7/8/2021	Bryan Tannenbaum	Call from R. Walia Law offices regarding a NOSI registration; subsequent email received and forwarded to J. Berger to address.	0.3
7/8/2021	Echa Odeh	Prepare interim SRD and interim Receiver's report pursuant to S. 246(2) of the <i>Bankruptcy and Insolvency Act</i> .	1.1
7/8/2021	Jeff Berger	Call with Simply Group finance team re request for additional funding, ongoing costs, etc.; various emails to F. Ayaz re customer issues requiring a response.	1.1
7/9/2021	Jeff Berger	Attend to various administrative matters re customer service and NOSIs.	0.6
7/12/2021	Anne Baptiste	Post receipt.	0.1
7/12/2021	Bryan Tannenbaum	Review and sign S. 246(2) report.	0.1
7/12/2021	Echa Odeh	Finalize S. 246(2) report and fax to the Office of the Superintendent of Bankruptcy; prepare receipt processing form for Eco Energy advance.	0.3
7/13/2021	Daniel Weisz	Process electronic payment.	0.1
7/13/2021	Anne Baptiste	Post receipt; post disbursements.	0.3
7/13/2021	Echa Odeh	Prepare cheque requisition and receipt processing form.	0.5
7/13/2021	Jeff Berger	Reconcile Equifax charges and address payment of outstanding invoices.	0.7

Date	Professional	Description	Time
7/14/2021	Bryan Tannenbaum	Email regarding NOSI and Faizan not responding, etc.; review request from R. Tam and J. Berger response to same.	0.3
7/14/2021	Jeff Berger	Attend to various NOSI administration matters; calls from various customers regarding service and NOSI issues; review email from R. Tam and respond to same.	1.6
7/15/2021	Echa Odeh	Attend to various administrative matters.	0.5
7/19/2021	Echa Odeh	Prepare HST return calculations and email to J. Berger for review.	0.2
7/20/2021	Bryan Tannenbaum	Telephone call with J. Berger regarding EcoHome settlement with D. Ouyang et. al. and conclusion of the receivership/bankruptcy; receipt of J. Berger email regarding his conversation with B. Wiffen of Goodmans re same.	0.3
7/20/2021	Jeff Berger	Call with B. Wiffen re potential settlement and the Receiver's position with respect to same; discuss same with B. Tannenbaum; email to B. Wiffen with Receiver's preliminary comments on the draft settlement.	0.7
7/21/2021	Jeff Berger	Correspond with customer re registration on title, etc.	0.3
7/22/2021	Bryan Tannenbaum	Review Goodmans email regarding discharge; telephone call with J. Berger re same.	0.5
7/22/2021	Jeff Berger	Review draft Minutes of Settlement; discuss same with B. Tannenbaum and B. Wiffen.	0.6
7/23/2021	Bryan Tannenbaum	Telephone call from B. Wiffen regarding D. Ouyang reneging and issue of trying to close a sale to a third party by Eco Energy next week; sign letter to TD Bank ("TD") to transfer funds to EcoHome; telephone call from B. Wiffen regarding his call with EcoHome lawyer.	0.8
7/23/2021	Jeff Berger	Arrange for monthly bank draft from TD to be prepared; forward letter to D. Weisz and B. Tannenbaum for approval; attend to various NOSI administration requests and correspond with F. Ayaz and P. Soon re same.	1.2
7/26/2021	Echa Odeh	Follow up email to EcoHome in relation to discharge statement; attend to administrative matters.	0.5
7/26/2021	Bryan Tannenbaum	Review B. Wiffen draft letter to Eco Energy regarding completion of file; discuss with J. Berger; review J. Berger email regarding calculation of secured amount outstanding and residual calculation; receipt and review of B. Wiffen email with explanation.	1.0
7/27/2021	Daniel Weisz	Discussion with TD re draft request.	0.1
7/28/2021	Echa Odeh	Save email correspondence to the file in regards to NOSI enquiries.	0.5
7/28/2021	Jeff Berger	Follow up with F. Ayaz re various outstanding NOSI administration requests; correspond with customers regarding NOSI requests and service issues; arrange for pickup of TD bank draft by EcoHome.	1.1
7/29/2021	Bryan Tannenbaum	Review B. Wiffen email regarding his call with Eco Energy counsel last night and status of portfolio sale, etc.; review J. Berger email to EcoHome regarding outstanding accounts; review B. Wiffen email regarding two points to be added for the settlement agreement;	2.9

Date	Professional	Description	Time
		further email from B. Wiffen with responses from EcoHome lawyer; review B. Wiffen email regarding D. Ouyang's comments on the minutes of settlement and a draft release.	
7/29/2021	Jeff Berger	Attend to various NOSI administration issues; exchange emails with F. Ayaz and P. Soon re same.	0.8
8/4/2021	Donna Nishimura	Prepare cheque requisitions and process paperwork for payment.	0.2
8/4/2021	Echa Odeh	Email and phone calls regarding NOSI discharge.	0.5
8/5/2021	Echa Odeh	Emails and phone call with EcoHome re pending NOSI discharges.	0.5
8/5/2021	Anne Baptiste	Prepare bank reconciliation.	0.2
8/6/2021	Echa Odeh	File HST returns; prepare invoice for discharge.	0.7
8/6/2021	Anne Baptiste	Post receipts.	0.2
8/9/2021	Echa Odeh	Provide discharge statement to customer's counsel.	0.2
8/16/2021	Jeff Berger	Attend to various customer inquiries and NOSI administration issues; discuss same with E. Odeh.	0.7
8/16/2021	Bryan Tannenbaum	Receipt and review of M. Wilson of Goodmans email regarding Minutes of Settlement status; review B. Wiffen email with executed Minutes of Settlement; execute same and return to Goodmans.	1.0
8/16/2021	Echa Odeh	Emails with EcoHome and customers.	0.5
8/17/2021	Echa Odeh	Emails with EcoHome and customers; email and phone call to request updated invoice from Enterprise Portal Solutions.	1.0
8/18/2021	Echa Odeh	Emails with EcoHome and customers.	0.5
8/19/2021	Jeff Berger	Attend to various NOSI administration matters.	0.6
8/19/2021	Bryan Tannenbaum	Follow up on status of NOSI discharge.	0.2
8/19/2021	Echa Odeh	Emails with EcoHome and customers.	0.3
8/23/2021	Bryan Tannenbaum	Review draft Receiver's report and application for discharge; receipt and review of service list emails regarding court attendance.	1.0
8/24/2021	Echa Odeh	Phone call with customer regarding direct debits.	0.2
8/24/2021	Bryan Tannenbaum	Receipt, review and edit of the Eighth Court Report; discussions with J. Berger re same.	2.5
8/25/2021	Echa Odeh	Emails with EcoHome and customers; prepare receipt processing form and deposit slip.	1.3
8/26/2021	Echa Odeh	Phone calls and emails with EcoHome and customers; discussion with J. Berger regarding turnaround times for NOSI administration requests; prepare affidavit of fees for court report.	2.5
8/26/2021	Bryan Tannenbaum	Receipt and review of TD letter regarding transfer of funds to EcoHome; sign and return; receipt and review of PWC direction and release; telephone call with J. Berger to review the Receiver's Eighth Court Report and edit same.	3.5
8/26/2021	Jeff Berger	Arrange for direction and release to be signed by the Receiver; discuss same with B. Tannenbaum; call with B. Wiffen to discuss certain outstanding information required for the Receiver's Eighth report; email to P. Soon to request information from EcoHome for the	3.2

September 9, 2021 Invoice 29 Page 4

Date	Professional	Description	Time
		Receiver's Eighth report; review and edit Receiver's Eighth report and discuss same with B. Tannenbaum.	
8/27/2021	Jeff Berger	Correspond with TD regarding the bank draft requested for EcoHome.	0.4
8/27/2021	Echa Odeh	Phone calls with customers regarding discharges.	0.5
8/27/2021	Bryan Tannenbaum	Review draft notice of motion and service list; email to J. Berger on status of our report.	0.8
8/30/2021	Jeff Berger	Follow-up with TD bank re draft request for EcoHome.	0.3
8/31/2021	Jeff Berger	Email to P. Soon re status of valuation for settlement.	0.2
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			44.0

### **FEE SUMMARY**

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	15.4	\$625	\$ 9,625.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.2	\$595	119.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Senior Manager	14.9	\$425	6,332.50
Echa Odeh	Senior Associate	12.3	\$250	3,075.00
Anne Baptiste/Donna Nishimura	Estate Administrator	1.2	\$110	132.00
Total hours and professional fees		44.0		\$ 19,283.50
HST @ 13%				2,506.86
Total payable				\$ 21,790.36

### VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS
Please contact Donna Nishimura at 647.727.3552 for wire instructions.

THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF BRYAN A. TANNENBAUM SWORN BEFORE ME THIS 14th DAY OF SEPTEMBER, 2021

A Commissioner, etc.

### In the Matter of the Receivership of Eco Energy Home Services Inc. Summary of Receiver's Fees

Invoice #	Invoice Date	Period	Hours	Fees		ourse - ents	;	Subtotal	нѕт	Total	Aver	age Hourly Rate
1	25-Apr-19	January 16, 2019 to April 15, 2019	332.0	\$ 104,080.00	\$	-	\$	104,080.00	\$ 13,530.40	\$ 117,610.40	\$	313.49
2	7-May-19	April 16, 2019 to April 30, 2019	163.0	\$ 52,889.00	\$	71.72	\$	52,960.72	\$ 6,884.89	\$ 59,845.61	\$	324.47
3	21-May-19	May 1, 2019 to May 15, 2019	114.5	\$ 36,288.00	\$	-	\$	36,288.00	\$ 4,717.44	\$ 41,005.44	\$	316.93
4	17-Jun-19	May 16, 2019 to May 31, 2019	42.7	\$ 13,526.00	\$ 1	,257.98	\$	14,783.98	\$ 1,921.92	\$ 16,705.90	\$	316.77
5	4-Jul-19	June 1, 2019 to June 15, 2019	30.5	\$ 9,266.50	\$	9.97	\$	9,276.47	\$ 1,205.94	\$ 10,482.41	\$	303.82
6	21-Aug-19	June 16, 2019 to June 30, 2019	30.3	\$ 12,345.50	\$	-	\$	12,345.50	\$ 1,604.92	\$ 13,950.42	\$	407.44
7	24-Sep-19	July 1, 2019 to July 31, 2019	54.1	\$ 16,251.50	\$	-	\$	16,251.50	\$ 2,112.70	\$ 18,364.20	\$	300.40
8	24-Sep-19	August 1, 2019 to August 31, 2019	23.2	\$ 7,078.50	\$	11.51	\$	7,090.01	\$ 921.70	\$ 8,011.71	\$	305.11
9	16-Mar-20	September 1, 2019 to September 30, 2019	40.8	\$ 14,616.00	\$	-	\$	14,616.00	\$ 1,900.08	\$ 16,516.08	\$	358.24
10	16-Mar-20	October 1, 2019 to October 31, 2019	15.1	\$ 5,301.50	\$	13.00	\$	5,314.50	\$ 690.89	\$ 6,005.39	\$	351.09
11	16-Mar-20	November 1, 2019 to November 30, 2019	11.8	\$ 3,307.50	\$	-	\$	3,307.50	\$ 429.98	\$ 3,737.48	\$	280.30
12	14-Apr-20	December 1, 2019 to December 31, 2019	3.8	\$ 1,327.50	\$	-	\$	1,327.50	\$ 172.58	\$ 1,500.08	\$	349.34
13	14-Apr-20	January 1, 2020 to January 31, 2020	8.4	\$ 2,478.50	\$	-	\$	2,478.50	\$ 322.21	\$ 2,800.71	\$	295.06
14	14-Apr-20	February 1, 2020 to February 29, 2020	20.6	\$ 5,925.50	\$	-	\$	5,925.50	\$ 770.32	\$ 6,695.82	\$	287.65
15	29-Apr-20	March 1, 2020 to March 31, 2020	8.8	\$ 2,809.00	\$	-	\$	2,809.00	\$ 365.17	\$ 3,174.17	\$	319.20
16	3-Jun-20	April 1, 2020 to April 30, 2020	4.5	\$ 1,245.50			\$	1,245.50	\$ 161.92	\$ 1,407.42	\$	276.78
17	24-Jun-20	May 1, 2020 to May 31, 2020	5.4	\$ 1,727.50	\$	-	\$	1,727.50	\$ 224.58	\$ 1,952.08	\$	319.91
18	7-Jul-20	June 1, 2020 to June 30, 2020	10.9	\$ 4,067.50	\$	-	\$	4,067.50	\$ 528.78	\$ 4,596.28	\$	373.17
19	14-Aug-20	July 1, 2020 to July 31, 2020	6.6	\$ 2,479.50	\$	-	\$	2,479.50	\$ 322.34	\$ 2,801.84	\$	375.68

Invoice #	Invoice Date	Period	Hours	Fees		ourse - ents	,	Subtotal	нѕт	Total	Avei	age Hourly Rate
20	3-Sep-20	August 1, 2020 to August 31, 2020	4.3	\$ 1,670.50	\$	-	\$	1,670.50	\$ 217.17	\$ 1,887.67	\$	388.49
21	8-Oct-20	September 1, 2020 to September 30, 2020	8.3	\$ 3,218.00	\$	-	\$	3,218.00	\$ 418.34	\$ 3,636.34	\$	387.71
22	4-Nov-20	October 1, 2020 to October 31, 2020	6.4	\$ 2,641.50	\$	-	\$	2,641.50	\$ 343.40	\$ 2,984.90	\$	412.73
23	21-Jan-21	November 1, 2020 to December 31, 2020	13.1	\$ 5,292.50	\$	-	\$	5,292.50	\$ 688.03	\$ 5,980.53	\$	404.01
24	24-Feb-21	January 1, 2021 to January 31, 2021	17.9	\$ 7,121.00	\$	-	\$	7,121.00	\$ 925.73	\$ 8,046.73	\$	397.82
25	9-Mar-21	February 1, 2021 to February 28, 2021	21.7	\$ 8,107.50	\$	-	\$	8,107.50	\$ 1,053.98	\$ 9,161.48	\$	373.62
26	26-Apr-21	March 1, 2021 to March 31, 2021	18.1	\$ 7,257.50	\$	-	\$	7,257.50	\$ 943.48	\$ 8,200.98	\$	400.97
27	20-May-21	April 1, 2021 to April 30, 2021	10.9	\$ 4,052.00	\$	10.50	\$	4,062.50	\$ 528.13	\$ 4,590.63	\$	371.74
28	8-Jul-21	May 1, 2021 to June 30, 2021	7.8	\$ 3,007.50	\$	-	\$	3,007.50	\$ 390.98	\$ 3,398.48	\$	385.58
29	9-Sep-21	July 1, 2021 to August 31, 2021	44.0	\$ 19,283.50	\$	-	\$	19,283.50	\$ 2,506.86	\$ 21,790.36	\$	438.26
		Total fees to August 31, 2021	1,079.5	\$ 358,662.00	\$ 1	374.68	\$	360,036.68	\$ 46,804.86	\$ 406,841.54	\$	332.25
		Estimated fees to completion		\$ 25,000.00	\$	-	\$	25,000.00	\$ 3,250.00	\$ 28,250.00		
		Total		\$ 383,662.00	\$ 1,	374.68	\$	385,036.68	\$ 50,054.86	\$ 435,091.54		

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

## ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

### ECOHOME FINANCIAL INC.

**Applicant** 

- and -

### ECO ENERGY HOME SERVICES INC.

Respondent

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 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

## AFFIDAVIT OF BRADLEY WIFFEN (Sworn September 13, 2021)

I, Bradley Wiffen, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:** 

- 1. I am a partner at Goodmans LLP ("Goodmans"), counsel to RSM Canada Limited ("RSM") in its capacity as the Court-appointed receiver and manager (the "Receiver") of the assets, undertakings and properties of Eco Energy Home Services Inc. (the "Debtor") in these proceedings. As such, I have personal knowledge of the matters hereinafter deposed to.
- 2. RSM was appointed as Receiver pursuant to an Order (the "Appointment Order") of the Ontario Superior Court of Justice (Commercial List) (the "Court") granted on April 3, 2019. The Receiver retained Goodmans as its legal counsel in these proceedings.

- 3. Pursuant to paragraph 18 of the Appointment Order, the Receiver and its legal counsel are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Debtor as part of the proceedings. Pursuant to paragraph 20 of the Appointment Order, the Receiver and its legal counsel are required to pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to the Court.
- 4. Attached hereto and marked as Exhibit "A" are true copies of the accounts (the "Goodmans Accounts") rendered by Goodmans to the Receiver for the period from April 3, 2019 to September 8, 2021. The Goodmans Accounts have been redacted to address matters of confidentiality or privilege.
- 5. Attached hereto as Exhibit "B" is a schedule summarizing the Goodmans Accounts in respect of the period from April 3, 2019, being the date that the Appointment Order was issued, to September 8, 2021 (the "Application Period"). As shown in the summary, the total of the Goodmans Accounts during the Application Period was \$489,857.22, comprised of fees of \$426,907.00, costs and disbursements of \$6,631.04, and taxes of \$56,319.18.
- 6. In addition to the foregoing fees, Goodmans estimates its fees and disbursements in respect of these proceedings following the Application Period will not exceed \$35,000 excluding costs, disbursements and HST.
- 7. Attached hereto as Exhibit "C" is a schedule summarizing the respective years of call and billing rates of each of the lawyers at Goodmans that rendered services to the Receiver during the Application Period, the hours worked by each such lawyer, and the blended average hourly rate during the Application Period.

- 8. To the best of my knowledge, the rates charged by Goodmans during the Application Period are comparable to the rates charged by similar law firms in the Toronto market for the provision of similar services. I believe that the total hours, fees and disbursements incurred by Goodmans during the Application Period are reasonable and appropriate in the circumstances.
- 9. This affidavit is sworn in connection with a motion by the Receiver for, among other things, the approval of the fees and disbursements of the Receiver and its legal counsel and for no improper purpose.

SWORN before me over videoconference by Bradley Wiffen stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on this 13<sup>th</sup> day of September, 2021, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

A Commissioner for taking affidavits

Michael Wich

Name: MICHAEL WILSON

**BRADLEY WIFFEN** 

# THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF BRADLEY WIFFEN SWORN BEFORE ME OVER VIDEOCONFERENCE, THIS 13<sup>TH</sup> DAY OF SEPTEMBER, 2021.

A Commissioner for Taking Affidavits

MidalWih



Bay Adelaide Centre - West Tower 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

goodmans.ca

April 16, 2019

RSM Canada Limited 700 - 11 King St W PO Box 27 Toronto, ON Canada M4H 4C7

ATTENTION: Bryan Tannenbaum

OUR FILE NO.

**RSMB** 

190956

OUR INVOICE NO.

719819

GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

## TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
04/03/19	RMR	4.40	Reviewing draft Access Order; drafting summary of argument re: Access Order; researching related matters.
04/03/19	JNW	4.80	Review materials; revise Order; instructions to M. Richards; revise Statement of Issues; review cases; revise Notice of Motion; revise First Report of Receiver.
04/03/19	WBP	11.80	Attending on update call re: receivership order and status; numerous calls with Receiver re: access to premises; reviewing receivership order and case law re: access and records; attending on all-parties update call; preparing motion for Access Order; reviewing and commenting on Receiver's Report; serving motion record and arranging court hearing; preparing for hearing.
04/04/19	ABG	.40	Obtaining searches re: Greensaving Group Inc. and Global Eco Energy Group.
04/04/19	RMR	1.50	Preparing summary of argument re: Access Order.
04/04/19	JNW	3.30	Prepare for court; review case law and submissions; attend court; review emails re: Eco Energy.
04/04/19	WBP	5.20	Preparing for and attending at court re: motion for Access Order; obtaining issued and entered Access Order and serving same; telephone discussion with Receiver; attending on all-parties update call; further update call with

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Date	TKID	Hours	Description
			Receiver re: access and related matters.
04/05/19	RMR	4.00	Drafting factum re: investigative receiver; researching investigative receiver.
04/05/19	JNW	3.30	Revise draft Access and Preservation Order; review case law; instructions to M. Richards re: factum; reviewing and advancing potential issues re: draft order and strategy.
04/05/19	WBP	5.80	Reviewing correspondence from debtor's counsel; preparing for and attending at court re: comeback hearing on Access Order; telephone discussions with Receiver; telephone discussions with EcoHome; telephone discussion with representatives of Equifax; reviewing PPSA registrations; reviewing case law re: receivership matters.
04/05/19	HEW	1.40	Ordering and summarizing searches in respect of Eco Energy and related entities.
04/06/19	RMR	5.60	Drafting factum re: Access Order; researching investigative receiver and related matters; drafting factum re: Access Order.
04/06/19	WBP	4.80	Preparing draft Preservation Order and revising and updating same for internal comments; telephone call with Receiver re: status update; preparing and delivering letter to Crown Capital re: completion of transaction.
04/07/19	ABG	.20	Reviewing and summarizing corporate profile searches.
04/07/19	RMR	9.60	Conference call re: Access and Preservation Order; telephone call with Toronto police re: paid duty officers; drafting factum re: Access and Preservation Order; reviewing case law and facts re: same.
04/07/19	JNW	4.10	Attending on telephone call with Receiver and EcoHome re: case status and options; reviewing and commenting on Order and Receiver's Report; instructions to M. Richards; preparing for court.
04/07/19	WBP	14.20	Attending on telephone call with Receiver and EcoHome re: case status; revising and updating Preservation Order and reviewing precedents orders re: same; reviewing case law re: preservation orders, reviewable transactions and related matters; reviewing Receiver's Report and providing comments on same; reviewing evidence and documents for inclusion in Receiver's Report; preparing notice of motion; compiling and preparing motion record; discussions with the Receiver re: the foregoing.
04/08/19	RMR	8.10	Drafting factum re: Access and Preservation Order; drafting undertaking re: Access and Preservation Order; drafting letters to financial institutions re:

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Date	TKID	Hours	Description
			Access and Preservation Order; coordinating delivery of Access and Preservation Order to financial institutions.
04/08/19	JNW	3.50	Prepare for and attend court; meeting with client; revise letters to Banks advancing and reviewing enforcement matters; conference call with client re: enforcement.
04/08/19	WBP	8.20	Preparing for and attending at court for motion for Preservation Order; reviewing and commenting on form of undertaking; attending at commercial list office to enter Order; corresponding with various parties re: Order; telephone call with counsel to Debtor; correspondence with counsel to Crown Crest; correspondence with Debtor's former counsel; reviewing Receiver's website; attending on telephone update call with Receiver and EcoHome; reviewing and commenting on letters to banks re: freezing funds.
04/08/19	HEW	.10	Advancing and reviewing case matters.
04/09/19	JNW	.80	Follow-up issues on enforcement of Order; conference call with opposing counsel.
04/09/19	WBP	8.80	Corresponding and telephone call with counsel to Crown Crest re: transaction matters; preparing for and attending at 9:30 appointment; attending meeting with counsel to debtor; reviewing and updating priority information request; reviewing Crown Crest transaction documents; preparing form of endorsement; attending at Court to advise of adjournment; preparing form of extension order; telephone call with Richard Howell re: engagement as debtor's counsel.
04/10/19	ABG	.60	Obtaining various corporate profile reports.
04/10/19	RMR	.50	Drafting letters to financial institutions re: extending Restricted Period.
04/10/19	JNW	.10	Advancing issues.
04/10/19	WBP	7.50	Preparing for and attending at court; attending meeting with debtor's counsel and principal; attending meeting with EcoHome; attending on telephone call with Crown Crest and its counsel re: transaction; reviewing and discussing lease and employment matters; reviewing statute and case law re: reviewable transactions; reviewing PPSA registrations.
04/10/19	HEW	.80	Ordering searches and updating summary of same.
04/11/19	RMR	2.90	Drafting letter to National Bank re: Access and Preservation Order and extending the Restricted Period; coordinating delivery of letters to financial

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Date	TKID	Hours	Description
		,	institutions re: extending the Restricted Period; telephone call with BMO re: service; drafting email to RBC re: extending the Restricted Period.
04/11/19	JNW	.40	Review correspondence and reviewing strategy and next steps.
04/11/19	WBP	5.80	Reviewing employee termination matters and reviewing and updating termination letter; corresponding with counsel to the Debtor; reviewing EcoHome customer letter; attending on telephone call with counsel to Microsoft; discussions with Receiver re: various matters; reviewing and commenting on letter to banks re: extension of freezing period; providing instructions re: review of case law re: reviewable transactions.
04/12/19	JNW	.20	Reviewing correspondence and next steps.
04/12/19	WBP	7.70	Preparing letter to Debtor's counsel re: outstanding information and discussion with Receiver re: same; reviewing security matters and registrations and preparing security review re: Ecohome Financial security; attending on telephone call with Debtor and its counsel; attending on telephone call with C. Mitchell re: status of small claims litigation and preparing letter to C. Mitchell re: same; attending on telephone call with K. Houlden; reviewing Crown Crest transaction documents; preparing form of Order to compel access by service providers.
04/12/19	HEW	.80	Order searches; prepare search summary; review draft security review letter.

OUR FEE	ä			\$88,903.50
TKID	NAME	HOURS	RATE	TOTAL
WBP	Wiffen, Bradley	79.80		\$50,274.00
JNW	Wadden, Jason	20.50	hrs \$860.00	\$17,630.00
RMR	Richards, Michael	36.60	hrs \$525.00	\$19,215.00
ABG	Bunting, Amanda	1.20	hrs \$260.00	\$312.00
HEW	Wilson, Heather	3.10	hrs \$475.00	\$1,472.50
				\$88,903.50

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DISBURSEMENTS  Court Filing Fees Copies and Court Materials Search - EDD Search - Corporate	640.00 533.00 180.60 55.70				
TOTAL DISBURSEMENTS	\$1,409.30				
TOTAL FEES ON THIS INVOICE	\$88,903.50				
HST ON FEES	11,557.46				
NON TAXABLE DISBURSEMENTS	0.00				
TAXABLE DISBURSEMENTS	1,409.30				
TOTAL DISBURSEMENTS ON THIS INVOICE	\$1,409.30				
HST ON TAXABLE DISBURSEMENT	183.21				
TOTAL THIS INVOICE (CANADIAN DOLLARS) \$102,05					



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Invoice #719819 -- page 6

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E. & O. E.

WBP /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.



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Invoice #719819 -- page 7

### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

### Canadian \$ General Account

Beneficiary Bank:

TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code:

**TDOMCATTTOR** 

Beneficiary:

Goodmans LLP

333 Bay Street, Suite 3400 Toronto, ON M5H 2S7

Beneficiary Bank:

0004

Beneficiary Transit:

12162

**Beneficiary Account:** 

0552488

Payment Details:

Re: Matter # 190956, Invoice # 719819 (Please include all invoice numbers)

\*\*Please also email Wire Payment Details to: collections@goodmans.ca

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Telephone: 416.979.2211 Facsimile: 416.979.1234 goodmans.ca

May 7, 2019

RSM Canada Limited 700 - 11 King St W PO Box 27 Toronto, ON Canada M4H 4C7

ATTENTION: Bryan Tannenbaum

OUR FILE NO. RSMB 190956
OUR INVOICE NO. 720795
GST/HST REGISTRATION NO. R119422962

Re: Project Green

## TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
04/09/19	RMR	.20	Reviewing correspondence from Scotiabank re: Mareva Injunction; drafting correspondence to Scotiabank re: Mareva Injunction.
04/15/19	DDC	.90	Reviewing security review memorandum and related documents.
04/15/19	WBP	4.20	Preparing letter to RBC re: request for loan documentation; updating and advancing security review and reviewing various PPSA matters re: same; telephone discussion with Receiver re: various matters and action items; updating service list; telephone call with counsel to debtor re: payment authorization matters.
04/16/19	WBP	2.80	Reviewing case law and research re: reviewable transactions; reviewing status of information delivery by debtor; correspondence with counsel to debtor re: various matters; discussion with Receiver re: pre-appointment transactions and findings re: same; reviewing and serving Bankruptcy Order on service list.
04/17/19	ABG	.20	Obtaining corporate profile report re: 2507069 Ontario Inc.
04/17/19	RMR	.30	Drafting letter to HSBC re: corporate profile reports.
04/17/19	JNW	1.40	Telephone call with A. Apps re: Crown Crest transaction and reviewing same; reviewing preference/undervalue transaction research.
04/17/19	WBP	6.30	Reviewing correspondence and documentation re: reviewable transactions;

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Invoice #720795 -- page 2

Date	TKID	Hours	Description
			attending meeting with Receiver re: reviewable transaction matters; telephone call with counsel to Crown Crest; reviewing correspondence with principal of Debtor; reviewing valuation information; corresponding with Commercial List re: motion scheduling; corresponding with various creditors and stakeholders; discussing receivership matters with Receiver.
04/18/19	WBP	6.90	Corresponding with counsel to Crown Crest; telephone call and correspondence with RBC re: authorization of payments for debtor affiliates; attending meeting with Receiver re: receivership matters; attending meeting with David Ouyang and counsel; telephone call with Eco Home; telephone call with counsel to Crown Crest and reviewing transaction documentation provided by counsel; preparing letter to counsel to M. Sifontes re: payment matters.
04/19/19	WBP	.30	Corresponding with Eco Home re: case update and next steps.
04/20/19	JNW	.40	Review materials re: proposed strategy; telephone conversation with B. Wiffen.
04/20/19	WBP	.30	Reviewing examination and litigation matters and discussing same with J. Wadden.
04/21/19	WBP	.80	Telephone call with Receiver re: employee interviews and information requirements; reviewing BIA re: examination matters and timing.
04/22/19	WBP	2.40	Attending on update calls with Receiver re: information disclosure and case status; attending on update call with Receiver and Eco Home re: case status and next steps; correspondence and discussion with counsel to Crown Crest re: transaction matters; reviewing Crown Crest transaction documentation.
04/23/19	WBP	5.30	Discussions and correspondence with counsel to the debtor re: various matters; discussions and correspondence with RBC re: payment requests; reviewing form of extension and standstill agreement with Crown Crest and correspondence with its counsel re: same; reviewing correspondence from counsel to M. Sifontes; preparing letter to RBC re: repayment of amounts; discussions with Receiver re: case matters; discussions with Eco Home re: various matters; finalizing and delivering security review.
04/24/19	WBP	16.20	Reviewing and updating Extension and Standstill Agreement with Crown Crest; preparing extension and standstill orders for April 29 motion; reviewing litigation matters and correspondence from legal counsel re: outstanding matters; reviewing contract information and email evidence re: various matters; telephone call with TD Bank re: freezing of accounts;

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Invoice #720795 -- page 3

Date	TKID	Hours	Description
			telephone calls with RBC re: freezing of accounts and releasing of funds; telephone call with Eco Home; reviewing and updating Receiver's Third Report; discussions with Receiver re: various matters and case developments; corresponding with banks re: delivery of account statements; corresponding with counsel to Debtor; telephone call with counsel to Crown Crest.
04/25/19	WBP	8.20	Reviewing, updating and finalizing standstill agreement with Crown Crest and Global Eco; preparing and updating Receiver's Third Report; telephone calls with Receiver re: Third Report and case matters; updating and finalizing extension order and standstill order; reviewing evidence and supporting documentation for Third Report; telephone call with Eco Home re: case update and Third Report matters; preparing notice of motion; preparing motion record and reviewing exhibits; serving motion record and preparing affidavit of service; reviewing employment matters; telephone calls and correspondence with counsel to the Debtor and counsel to Crown Crest.
04/26/19	WBP	2.80	Reviewing various case matters with Receiver; coordinating execution of standstill agreement and telephone call with parties; reviewing employee matters and draft letter; preparing letter to counsel to M. Sifontes re: repayment of funds; telephone call with Eco Home re: case update; telephone call with counsel to Debtor and Debtor Affiliates re: orders and motion; reviewing receiver's report re: related matters.
04/28/19	WBP	.40	Arranging for execution of standstill agreement by all parties; updating form of standstill approval order.
04/29/19	WBP	5.30	Preparing for and attending at court re: motion for extension order and standstill approval order; attending on telephone call with Crown Crest and Global Eco re: standstill arrangements; preparing letter to banks re: extension of restricted period and coordinating delivery of same; telephone discussions with Receiver and reviewing proposed correspondence by Receiver to various stakeholders.
04/30/19	WBP	2.20	Reviewing RBC loan documentation and PPSA registrations; updating letter to RBC re: repayment of loan amounts; telephone call with BLG re: outstanding litigation against Debtor; corresponding with banks re: extension of restricted period; telephone call with Eco Home re: various matters.
04/30/19	HEW	.20	Reviewing PPSA registration matters.

TOTAL THIS INVOICE (CANADIAN DOLLARS)

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Invoice #720795 -- page 4

\$49,895.78

TKID	NAME	HOURS		RATE	TOTAL
WBP	Wiffen, Bradley	64.40	hrs	\$630.00	\$40,572.00
JNW	Wadden, Jason	1.80	hrs	\$860.00	\$1,548.00
DDC	Dedic, Dan	0.90	hrs	\$735.00	\$661.50
RMR	Richards, Michael	0.50	hrs	\$525.00	\$262.50
ABG	Bunting, Amanda	0.20	hrs	\$260.00	\$52.00
HEW	Wilson, Heather	0.20	hrs	\$475.00	\$95.00
					\$43,191.00
DISBUR	SEMENTS				
Corpo	orate Searches		546.23		
	s and Delivery			336.10	- 1
Meeti	ngs and Other Disbursements			82.23	\$964.56
TOTAL	DISBURSEMENTS			*	
TOTAL	FEES ON THIS INVOICE				\$43,191.00
HST ON	FEES				5,614.83
1	NON TAXABLE DISBURSEMENTS			0.00	
7	TAXABLE DISBURSEMENTS			964.56	
TOTAL	DISBURSEMENTS ON THIS INVOICE				\$964.56
HST ON	TAXABLE DISBURSEMENT				125.39



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Invoice #720795 -- page 5

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E. & O. E. WBP /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.



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Invoice #720795 -- page 6

### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

### Canadian \$ General Account

Beneficiary Bank: TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code: TDOMCATTTOR

Beneficiary: Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank: 0004

Beneficiary Transit: 12162

Beneficiary Account: 0552488

Payment Details: Re: Matter # 190956, Invoice # 720795

(Please include all invoice numbers)

\*\*Please also email Wire Payment Details to: collections@goodmans.ca



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May 23, 2019

RSM Canada Limited 700 - 11 King St W PO Box 27 Toronto, ON Canada M4H 4C7

ATTENTION: Bryan Tannenbaum

OUR FILE NO.

RSMB

190956

OUR INVOICE NO.

721574

GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

## TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
04/26/19	RMR	.10	Reviewing correspondence from HSBC re: accounts.
04/29/19	RMR	1.00	Preparing letters to banks re: freezing order.
05/01/19	WBP	4.40	Delivering demand letter to RBC; telephone call with Receiver re: bank account freezing and payment matters; drafting letter to TD Bank re: deposit and freezing matters; telephone call with TD Bank legal re: freezing matters; telephone call with counsel to Crown Crest re: standstill and deposit matters; telephone call with TD Bank and reviewing NOSI discharge matters and settlement documentation re: legacy litigation matter.
05/02/19	WBP	6.50	Reviewing NOSI discharge documents and background information; reviewing litigation matters involving debtor and corresponding with various counterparties re: same; attending on telephone call with D. Ouyang re: bank accounts; attending on telephone call with TD Bank re: bank accounts and payment matters; preparing form of order for unfreezing of accounts and corresponding with counsel to debtor and Crown Crest re: same; telephone call with counsel to Eco Home; discussing and advancing case matters with Receiver.
05/03/19	WBP	5.10	Corresponding with Crown Crest re: Amendment Order; telephone discussion with Eco Home re: Amendment Order and related matters; preparing for and attending at Court for Amendment Order; obtaining entry of Order and

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Invoice #721574 -- page 2

Date	TKID	Hours	Description		
			providing to service list; corresponding with D. Ouyang re: Amendment Order and key terms; telephone call with TD Bank re: banking arrangements; correspondence with other banks re: unfreezing of accounts; reviewing statement of claim and Eco Home request for lifting of stay of proceedings; discussing and advancing various case matters with the Receiver.		
05/06/19	WBP	.60	Corresponding with counterparties to Eco Energy litigation re: stay of proceedings and reviewing related claims.		
05/07/19	WBP	4.00	Advancing and discussing various case matters with Receiver; preparing form of indemnity for sale of assets; reviewing draft payment request process for debtor affiliates; attending to litigation matters, including reviewing claim status and corresponding with Eco Home re: same; reviewing correspondence between Global Eco and property owner re: buy-out; preparing cease and desist letter to Global Eco re: buy-outs.		
05/08/19	WBP	3.80	Preparing letter to debtor affiliates and representatives re: non-compliance with court orders and standstill agreement re: buy-out negotiations; reviewing correspondence from Crown Crest and standstill agreement re: buy-out request; telephone call and correspondence with Timmins Small Claims court re: litigation matters; reviewing other litigation matters and discussion with Eco Home re: same; discussion with the Receiver re: various case matters.		
05/09/19	WBP	2.40	Preparing form of indemnity re: Eco Home purchase of assets; reviewing bill of sale; reviewing ongoing litigation matters and corresponding with Eco Home re: same.		
05/10/19	WBP	1.80	Updating form of indemnity re: acquisition of purchased assets and discussion with Receiver re: same; telephone call with Eco Home re: indemnity; telephone call and correspondence with Timmins court re: Delorme matter; reviewing and commenting on correspondence to Debtor re: assets at head office premises.		
05/13/19	ABG	.20	Obtaining corporate profile report re: 2313745 Ontario Inc.		
05/13/19	WBP	2.10	Reviewing correspondence with RBC; preparing letter to counsel to M. Sifontes re: preference payment; reviewing corporate profile and real property search results re: same; discussing various case matters with the Receiver.		
05/14/19	WBP	1.40	Attending to litigation matters and discussions with R. Tofilovski and Eco Home re: same; reviewing background materials for Delorme litigation; corresponding with RBC re: payment demand; discussing various case matters with the Receiver.		

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Invoice #721574 -- page 3

Date	TKID	Hours	Description						
05/15/19	WBP	2.00	Attending by telephone at Timmins Small Claims court hearing re: Delorme matter; reviewing correspondence and telephone call with M. Sifontes re: settlement matters; reviewing Crown Crest transaction matters and telephone call with Eco Home re: same.						
OUR FEE	OUR FEE \$22,112.50								
TKID	NAME			HOURS		RATE	TOTAL		
WBP	Wiffen,	Bradley		34.10	hrs	\$630.00	\$21,483.00		
RMR	Richards	s, Michael		1.10	hrs	\$525.00	\$577.50		
ABG	Bunting	, Amanda		0.20	hrs	\$260.00	\$52.00		
							\$22,112.50		
DISBURS	EMENTS								
	ee - Motio			K.		320.00			
	/ Cab / Mi y and Miso					8.93 202.78			
Deliver	y and wiisc	chancous	~ 8 X			202.70			
TOTAL DISBURSEMENTS							\$531.71		
TOTAL FEES ON THIS INVOICE							\$22,112.50		
HST ON FEES						2,874.63			
NON TAXABLE DISBURSEMENTS 0.00					0.00				
TAXABLE DISBURSEMENTS					531.71				
TOTAL DISBURSEMENTS ON THIS INVOICE						\$531.71			
HST ON TAXABLE DISBURSEMENT							69.12		



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Telephone: 416.979.2211 Facsimile: 416.979.1234 goodmans.ca

Invoice #721574 -- page 4

TOTAL THIS INVOICE (CANADIAN DOLLARS)

\$25,587.96

THIS IS OUR ACCOUNT HEREIN GOODMANS LLP

E. & O. E. WBP /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.



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Invoice #721574 -- page 5

STATEMENT OF ACCOUNTS RECEIVABLE (Does not include current invoice amount)

DATE

NUMBER

**INVOICE AMT** 

TOTAL PAID/CR

**BALANCE DUE** 

05/07/19

720795

\$49,895.78

\$0.00

\$49,895.78

TOTAL OUTSTANDING INVOICES (IN CDN)

\$49,895.78



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Telephone: 416.979.2211 Facsimile: 416.979.1234

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Invoice #721574 -- page 6

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### **Canadian \$ General Account**

Beneficiary Bank:

TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code:

**TDOMCATTTOR** 

Beneficiary:

Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank:

0004

Beneficiary Transit:

12162

Beneficiary Account:

0552488

Payment Details:

Re: Matter # 190956, Invoice # 721574 (Please include all invoice numbers)

\*\*Please also email Wire Payment Details to: collections@goodmans.ca



Bay Adelaide Centre - West Tower 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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June 28, 2019

RSM Canada Limited 700 - 11 King St W PO Box 27 Toronto, ON Canada M4H 4C7

ATTENTION: Bryan Tannenbaum

OUR FILE NO.

**RSMB** 

190956

OUR INVOICE NO.

723552

GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

### TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
05/16/19	WBP	.30	Attending to M. Sifontes settlement matters; corresponding with Ecohome re: litigation matters.
05/16/19	HEW	.20	Emails with B. Wiffen; order searches; summarize search.
05/17/19	WBP	.90	Attending to litigation matters, including corresponding with former counsel to Eco Energy re: ongoing matters and providing package of same for review by Ecohome; corresponding with Ecohome re: preference repayment matters.
05/21/19	WBP	.70	Reviewing draft correspondence to David Ouyang re: lease and payment matters and commenting on same; discussion of related matters with Receiver.
05/23/19	WBP	1.80	Reviewing correspondence from counsel to Debtor Affiliates re: representation in Ecohome action and discussion with counsel to Ecohome re: same; discussion with Ecohome re: case update, preference payments and other matters; reviewing documentation re: Crown Crest valuation matters.
05/24/19	WBP	2.80	Reviewing draft correspondence to be delivered by Receiver; finalizing valuation summary re: Crown Crest transaction and providing to counsel to Crown Crest; discussion with counsel to M. Sifontes re: repayment matters and delivering correspondence re: same; reviewing and replying to correspondence from counsel to Debtor Affiliates.

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Invoice #723552 -- page 2

Date	TKID	Hours	Description
05/25/19	WBP	.20	Corresponding with Ecohome re: case update.
05/28/19	WBP	.60	Telephone call with counsel to Crown Crest; attending to litigation matters; telephone call with Ecohome re: various case matters.
05/29/19	WBP	3.60	Reviewing correspondence from counsel to Debtor Affiliates; preparing reply letter to counsel to Debtor Affiliates; discussing case matters and litigation with J. Wadden; telephone calls with Receiver re: case matters.
05/30/19	WBP	.40	Finalize and deliver letter to counsel to Debtor Affiliates.
05/31/19	WBP	2.00	Corresponding with counsel to various parties re: status of preference payment discussions; reviewing and discussing Ecohome litigation matters; reviewing correspondence between Receiver and D. Ouyang and discussing same; preparing letter to litigation counterparty re: stay of proceedings.
06/03/19	WBP	1.40	Corresponding with counsel to RBC re: preference payment matters and related correspondence; discussing and advancing case matters with Receiver; telephone call with Ecohome re: case matters.
06/04/19	WBP	4.20	Telephone call with counsel to M. Sifontes re: settlement matters; reviewing correspondence between Receiver and D. Ouyang; telephone call with counsel to Crown Crest; reviewing correspondence from Crown Crest and related documents; telephone call with Receiver re: Crown Crest and other matters; telephone call with Ecohome re: case matters; reviewing correspondence from counsel to Debtor Affiliates and reviewing related matters.
06/05/19	WBP	4.40	Reviewing correspondence from D. Ouyang re: payment matters; discussing payment matters with Receiver and reviewing proposed correspondence; reviewing Crown Crest matters and standstill order; telephone call with counsel to Debtor Affiliates; preparing reply letter to counsel to Debtor Affiliates re: Ecohome action; discussing and advancing other case matters with Receiver; reviewing debtor records.
06/06/19	JNW	.30	Advancing letter to counsel to Debtor Affiliates.
06/06/19	WBP	3.50	Preparing and reviewing correspondence to D. Ouyang re: payments and collection information; reviewing intercompany balances and preparing demand letter re: same; telephone call with Receiver re: case matters; corresponding with counsel to Debtor Affiliates.
06/07/19	JNW	.20	Attending to case matters.



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Invoice #723552 -- page 3

Date	TKID	Hours	Description
06/07/19	WBP	1.70	Corresponding with Crown Crest re: transaction and related matters; finalizing and delivering letter to counsel to Debtor Affiliates re: Ecohome action; discussing and advancing case matters with Receiver; telephone call with counsel to M. Sifontes and reviewing documentation re: same.
06/10/19	WBP	.50	Reviewing intercompany demand letters and discussing same with Receiver.
06/11/19	JNW	.10	Advancing Crown Crest issues.
06/11/19	WBP	2.80	Telephone call with Ecohome re: case matters; reviewing correspondence from counsel to M. Sifontes and telephone call with counsel re: same; reviewing debtor's payment records re: related matters; correspondence and telephone call with counsel to RBC.
06/13/19	WBP	3.20	Telephone calls and correspondence with counsel to M. Sifontes; reviewing documentation provided by counsel; corresponding with counsel to Crown Crest and reviewing related matters; telephone call with Ecohome re: various case matters.
06/14/19	WBP	3.20	Correspondence and telephone call with counsel to Crown Crest; reviewing Crown Crest transaction documents and related materials; reviewing case law; discussing case matters with Receiver; reviewing documentation provided by counsel to M. Sifontes; discussing case matters with Ecohome.

OUR FEE						
TKID	NAME	HOURS		RATE	TOTAL	
WBP	Wiffen, Bradley	38.20	hrs	\$630.00	\$24,066.00	
JNW	Wadden, Jason	0.60	hrs	\$860.00	\$516.00	
HEW	Wilson, Heather	0.20	hrs	\$475.00	\$95.00	
					\$24,677.00	

#### DISBURSEMENTS

Conference Calls	
Delivery - Courier	



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Invoice #723552 -- page 4

Corporate and PPSA Searches

77.85

#### TOTAL DISBURSEMENTS

\$119.63

TOTAL FEES ON THIS INVOICE		\$24,677.00		
HST ON FEES		3,208.01		
NON TAXABLE DISBURSEMENTS	0.00			
TAXABLE DISBURSEMENTS	119.63			
TOTAL DISBURSEMENTS ON THIS INVOICE		\$119.63		
HST ON TAXABLE DISBURSEMENT		15.55		
TOTAL THIS INVOICE (CANADIAN DOLLARS) \$28,020.				

THIS IS OUR ACCOUNT HEREIN GOODMANS LLP

E. & O. E. WBP /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.



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Invoice #723552 -- page 5

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### Canadian \$ General Account

Beneficiary Bank:

TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code:

**TDOMCATTTOR** 

Beneficiary:

Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank:

0004

Beneficiary Transit:

12162

Beneficiary Account:

0552488

Payment Details:

Re: Matter # 190956, Invoice # 723552 (Please include all invoice numbers)

\*\*Please also email Wire Payment Details to: collections@goodmans.ca



Bay Adelaide Centre - West Tower 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

goodmans.ca

July 31, 2019

RSM Canada Limited 700 - 11 King St W PO Box 27 Toronto, ON Canada M4H 4C7

ATTENTION: Bryan Tannenbaum

OUR FILE NO.

**RSMB** 

190956

OUR INVOICE NO.

725328

GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

### TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
06/18/19	JNW	.40	Reviewing potential causes of action and strategy re:
06/18/19	WBP	5.10	Attending meeting with EcoHome representatives re: Crown Crest matters; attending at meeting with Crown Crest and EcoHome re: transaction and standstill matters; reviewing information provided by Crown Crest; discussing various case matters with Receiver; corresponding with counsel to Dancer re: discharge of NOSI; telephone call with counsel to Crown Crest re: information matters; reviewing Receiver's Report; telephone call with EcoHome re: various matters.
06/19/19	WBP	3.80	Attending meeting with Receiver re: Crown Crest settlement matters and claims; attending meeting with Crown Crest and EcoHome re: settlement discussions; preparing form of settlement agreement.
06/20/19	WBP	6.80	Preparing Crown Crest settlement agreement and reviewing standstill agreement and TSA re: same; preparing form of approval order; corresponding with Court and counsel to Crown Crest re: motion scheduling; reviewing correspondence from counsel to Debtor Affiliates; preparing response letter and reviewing Orders re: same; preparing correspondence to Debtor Affiliates re: vehicle branding; discussing various case matters with EcoHome; telephone call with counsel to Crown Crest re: settlement agreement.
06/21/19	WBP	7.00	Preparing Receiver's Report in support of Crown Crest settlement; revising

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Invoice #725328 -- page 2

Date	TKID	Hours	Description
			and updating order; reviewing updated settlement agreement and revising and updating same; preparing joint written notice to Global Eco pursuant to Standstill Agreement; corresponding with Crown Crest and EcoHome re: settlement matters; telephone call with counsel to Vista Corporation re: meeting; discussing various case matters with Receiver.
06/24/19	JNW	.40	Conversation with B. Wiffen re: Crown Crest matters; review responses to F. Tayar and update correspondence.
06/24/19	WBP	3.80	Finalizing motion for settlement approval order; preparing confidential supplement; serving motion record and arranging for filing with court; preparing notice of stay to litigation parties; attending to matters re: Vista lawsuit; reviewing correspondence from counsel to Debtor Affiliates and preparing response re: same.
06/25/19	JNW	1.40	Telephone conversation with B. Wiffen re: settlement and inquiries by F. Tayar; revise responses to F. Tayar and review correspondence; review court materials and prepare for Court; telephone conversation with B. Wiffen re: preparation for Court.
06/25/19	WBP	7.20	Preparing for court attendance re: motion for approval of Crown Crest settlement agreement; reviewing case law; reviewing and responding to correspondence from counsel to Debtor Affiliates re: settlement approval matters; reviewing previous Receiver's Reports re: applicable matters; discussion of various matters with EcoHome; corresponding with Receiver re: motion and correspondence with counsel.
06/26/19	JNW	3.80	Prepare for and attend Court; conversation with B. Wiffen re: strategic alternatives re: self billing portfolio.
06/26/19	WBP	5.80	Preparing for and attending at motion for approval of Crown Crest settlement; arranging entry of order; reviewing matters re: payments to companies controlled by M. Sifontes; telephone call with counsel to M. Sifontes; corresponding with counsel to Debtor Affiliates re: transition of self-billing portfolio.
06/27/19	WBP	3.80	Reviewing documentation and correspondence re: preference payments; arranging transfer of settlement funds to Receiver; corresponding with counsel to Vista and reviewing Vista matters; attending to Debtor litigation matters; reviewing and commenting on Receiver's Report.
06/28/19	WBP	6.60	Drafting Receiver's Report and reviewing precedent materials and orders resame.

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Invoice #725328 -- page 3

Date	TKID	Hours	Description
07/02/19	WBP	.50	Reviewing Receiver's Report and discussions with Receiver re: same.
07/03/19	JNW	.30	Advancing strategic options for Vista claim.
07/03/19	WBP	3.20	Attending meeting with EcoHome re: case matters; corresponding with counsel to M. Sifontes re: payment matters and reviewing background documentation re: same; coordinating research re: Vista litigation; corresponding with former counsel to Debtor re: legacy litigation; reviewing draft Receiver's Report.
07/04/19	WBP	1.80	Reviewing Vista litigation matters and reviewing research re: same; reviewing and commenting on correspondence to Crown Crest; corresponding with RBC re: payment matters.
07/05/19	WBP	1.60	Advancing Vista litigation matters; discussions with counsel to Vista, Receiver and EcoHome re: same; attending to ancillary receivership matters.
07/08/19	ABG	.80	Obtaining multiple business name reports, corporate profile reports and additional information re: Greensaving Group Inc.; call with M. Crabb re: business names.
07/08/19	WBP	1.20	Corresponding with counsel to Vista re: litigation matters; reviewing and advancing Vista litigation matters with J. Wadden; telephone call with Receiver; reviewing search results re: Greensaving intercompany matters and preparing summary of same.
07/09/19	WBP	.80	Discussing and advancing various case matters with the Receiver; reviewing correspondence from counsel to Vista Credit Corporation.
07/10/19	JNW	2.40	Review pleadings; prepare for meeting at RSM and consider strategy options; meeting with B. Wiffen; attend meeting at RSM; follow-up meeting with B. Wiffen.
07/10/19	WBP	3.60	Attending meeting with Receiver and EcoHome re: Vista litigation; reviewing related pleadings; preparing and updating Receiver's Report.
07/11/19	ABG	.20	Obtaining corporate profile report re:
07/11/19	JNW	.10	Contact Newmarket Court re: Vista litigation.
07/11/19	WBP	5.00	Preparing and updating Fifth Report and discussions of same with Receiver and J. Wadden; reviewing and commenting on correspondence to counsel to D. Ouyang re: intercompany amounts; reviewing records and information for Fifth Report; corresponding with counsel to RBC.

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Invoice #725328 -- page 4

Date	TKID	Hours	Description				
07/15/19	JNW	.20	Advancing Vista litiga	ation matters.			
OUR FEE					э		\$50,588.00
TKID	NAME			HOURS		RATE	TOTAL
WBP	Wiffen, I	Bradley		67.60	hrs	\$630.00	\$42,588.00
JNW	Wadden,			9.00	hrs	\$860.00	\$7,740.00
ABG	Bunting,	Amanda		1.00	hrs	\$260.00	\$260.00
							\$50,588.00
DISBURS	EMENTS						
Filing F	ee – Comn	nercial List				320.00	
Copies				128.90			
	y - Courier			53.91 192.40			
Searche	es .					192.40	
TOTAL D	ISBURSE	MENTS					\$695.21
TOTAL FI	EES ON TH	HIS INVOI	TE .				\$50,588.00
TOTALTI	EES ON 11	ns in voic	J.L.				
HST ON F	EES						6,576.44
NO	ON TAXAE	BLE DISBU	IRSEMENTS			0.00	
TA	XABLE D	ISBURSE	MENTS			695.21	
TOTAL D	ISBURSEN	MENTS ON	THIS INVOICE				\$695.21
HST ON T	AXABLE	DISBURSE	EMENT				90.38
TOTAL T	HIS INVO	ICE (CAN	(ADIAN DOLLARS)				\$57,950.03



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Invoice #725328 -- page 5

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E. & O. E. WBP /

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Invoice #725328 -- page 6

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### Canadian \$ General Account

Beneficiary Bank:

TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code:

**TDOMCATTTOR** 

Beneficiary:

Goodmans LLP

333 Bay Street, Suite 3400 Toronto, ON M5H 2S7

Beneficiary Bank:

0004

Beneficiary Transit:

12162

Beneficiary Account:

0552488

Payment Details:

Re: Matter # 190956, Invoice # 725328 (Please include all invoice numbers)

\*\*Please also email Wire Payment Details to: collections@goodmans.ca



Bay Adelaide Centre - West Tower 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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August 30, 2019

RSM Canada Limited 700 - 11 King St W PO Box 27 Toronto, ON Canada M4H 4C7

ATTENTION: Bryan Tannenbaum

OUR FILE NO.

**RSMB** 

190956

OUR INVOICE NO.

726784

GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

### TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
07/16/19	WBP	.40	Telephone call to counsel to M. Sifontes; telephone call to counsel to RBC; telephone call with Receiver re: various case matters.
07/17/19	JNW	.20	Prepare list of information needed for Vista claims.
07/17/19	WBP	.30	Corresponding with plaintiff's counsel re: stay of proceedings.
07/18/19	JNW	.10	Reviewing correspondence.
07/19/19	JNW	1.20	Meeting with B. Wiffen re: review of documents for Receiver's Report; consideration of documentary production; consideration of strategic issues; instruct articling students re: research; communications with court and opposing counsel.
07/19/19	WBP	1.40	Advancing and reviewing Receiver's Report and exhibits; discussing same with J. Wadden.
07/22/19	WBP	2.80	Preparing and updating Receiver's Fifth Report and reviewing and compiling appendices.
07/23/19	RMR	3.60	Meeting J. Wadden re: overview of Vista claim; meeting R. Oster re: researching reference; reviewing pleadings; reviewing pre-trial briefs.
07/23/19	JNW	1.10	Prepare for call with C. Wallace; telephone conversation with C. Wallace; telephone conversation with B. Wiffen; instructions to M. Richards; review



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Invoice #726784 -- page 2

Date	TKID	Hours	Description
			correspondence re: report and revisions.
07/23/19	WBP	1.80	Corresponding with Receiver re: Fifth Report and related matters; finalizing and assembling Fifth Report.
07/24/19	RMR	1.10	Researching case law re: Vista litigation.
07/24/19	JNW	.10	Review correspondence; email to counsel; email to B. Wiffen.
07/24/19	WBP	.80	Reviewing correspondence from counsel to D. Ouyang re: intercompany matters; updating Receiver's Fifth Report; discussion of related matters with Receiver.
07/25/19	WBP	2.20	Discussion with Receiver re: various case matters; updating Fifth Report; finalizing and serving Fifth Report.
07/26/19	JNW	.20	Advancing Vista litigation; emails to and from opposing counsel re: case conference; email B. Wiffen; review emails from client re: case conference.
07/26/19	WBP	.80	Telephone call with counsel to RBC; telephone call with counsel to M. Sifontes; discussing and advancing various receivership matters with Receiver.
07/28/19	JNW	.20	Email court re: case conference.
07/29/19	WBP	.30	Corresponding with counsel in litigation matters; corresponding with CRA.
07/30/19	WBP	1.00	Attending to correspondence from small claims litigants re: liens and related matters; preparing letter to counsel to M. Sifontes.
07/31/19	WBP	.40	Reviewing Vista correspondence; discussion with EcoHome re: same.
08/01/19	JNW	.10	Instructions re: case conference.
08/01/19	WBP	.40	Finalizing and delivering letter to counsel to M. Sifontes; attending to ancillary litigation matters.
08/08/19	ABG	.20	Obtaining corporate profile report re:
08/08/19	WBP	.40	Advancing and discussing various case matters with Receiver.
08/12/19	WBP	.50	Reviewing correspondence from counsel to M. Sifontes; telephone call with EcoHome re: various case matters.
08/13/19	JNW	.60	Advancing Vista litigation claim; address issues re: pre-trial hearing.
08/13/19	WBP	1.60	Telephone call with counsel to RBC re: preference payment; preparing letter



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Invoice #726784 -- page 3

Date	TKID	Hours	Description				
			to RBC's counsel re: same; advancing Vista litigation matters are corresponding with J. Wadden re: same.	nd			
08/14/19	JNW	.30	Telephone conversation with B. Wiffen; various emails with Ec Vista claim, settlement; revise settlement offers.	oHome re:			
08/14/19	WBP	.70	Finalizing and delivering letter to RBC re: preference payments with EcoHome re: various case matters; attending to legacy litig				
08/15/19	JNW	1.50	Revise Vista settlement offer; telephone conversation with B. Wiffen re: Vista and TD Bank issues; revise offer to settle; various emails re: same; conference call with EcoHome; further revisions to offers; discussion re: settlement strategy; emails to RSM; email to opposing counsel re: settlement offers; email to TD Bank.				
08/15/19	WBP	.40	Corresponding re: Vista litigation matters; corresponding with c legacy litigation matter.	ounsel re:			
OUR FEE	E			\$17,541.50			
TKID	NAME		HOURS RATE	TOTAL			
WBP	Wiffen,	Bradley	16.20 hrs \$630.00	\$10,206.00			
JNW	Wadden	, Jason	5.60 hrs \$860.00	\$4,816.00			
RMR	Richard	s, Michael	4.70 hrs \$525.00	\$2,467.50			
ABG	Bunting	, Amanda	0.20 hrs \$260.00	\$52.00			
				\$17,541.50			
DISBURS	SEMENTS	\$					
Search	es and Anc	illary	57.62				
TOTAL I	DISBURSI	EMENTS		\$57.62			
TOTAL F	EES ON T	HIS INVOI	CE	\$17,541.50			
HST ON I	FEES			2,280.40			



Bay Adelaide Centre - West Tower 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

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Invoice #726784 -- page 4

NON TAXABLE DISBURSEMENTS

0.00

TAXABLE DISBURSEMENTS

57.62

TOTAL DISBURSEMENTS ON THIS INVOICE

\$57.62

HST ON TAXABLE DISBURSEMENT

7.49

TOTAL THIS INVOICE (CANADIAN DOLLARS)

\$19,887.01

THIS IS OUR ACCOUNT HEREIN GOODMANS LLP

E. & O. E. WBP /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.



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Telephone: 416.979.2211 Facsimile: 416.979.1234

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Invoice #726784 -- page 5

STATEMENT OF ACCOUNTS RECEIVABLE (Does not include current invoice amount)

DATE NUMBER INVOICE AMT TOTAL PAID/CR BALANCE DUE 07/31/19 725328 \$57,950.03 \$0.00 \$57,950.03

TOTAL OUTSTANDING INVOICES (IN CDN)

\$57,950.03



Bay Adelaide Centre - West Tower 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

goodmans.ca

Invoice #726784 -- page 6

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### Canadian \$ General Account

Beneficiary Bank:

TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code:

**TDOMCATTTOR** 

Beneficiary:

Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

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0004

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12162

Beneficiary Account:

0552488

Payment Details:

Re: Matter # 190956, Invoice # 726784

(Please include all invoice numbers)

\*\*Please also email Wire Payment Details to: collections@goodmans.ca



Bay Adelaide Centre - West Tower 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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September 25, 2019

RSM Canada Limited 700 - 11 King St W PO Box 27 Toronto, ON Canada M4H 4C7

ATTENTION: Bryan Tannenbaum

OUR FILE NO.

**RSMB** 

190956

OUR INVOICE NO.

727730

GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

### TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
08/08/19	RMR	2.40	Reviewing research; drafting email to J. Wadden re: same.
08/16/19	WBP	.50	Advancing Vista litigation matters and discussions with EcoHome re: same.
08/19/19	JNW	.40	Review and revise Request to Admit and Business Records Notice; email with counsel.
08/19/19	WBP	.40	Preparing correspondence to counsel to M. Sifontes.
08/20/19	JNW	.40	Final review and revision of Request to Admit; email to EcoHome; email to RSM.
08/20/19	WBP	.20	Corresponding with counsel re: legacy litigation matters.
08/21/19	JNW	.40	Telephone conversation with Vista's counsel.
08/21/19	WBP	.30	Telephone call with counsel to RBC and reviewing related documentation.
08/22/19	WBP	.40	Reviewing case matters with the Receiver; telephone call to counsel to RBC.
08/23/19	WBP	.30	Corresponding with counsel to RBC re: repayment matters.
08/26/19	WBP	.50	Discussion with EcoHome re: settlement matters; corresponding with counsel to M. Sifontes.
08/27/19	WBP	.70	Corresponding with counsel to RBC; corresponding with counsel to M.

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Invoice #727730 -- page 2

Date	TKID	Hours	Description
			Sifontes; discussions and correspondence with Receiver and EcoHome resettlement matters.
08/28/19	WBP	1.20	Reviewing proposed minutes of settlement and release with M. Sifontes and providing comments on same; corresponding with Receiver and EcoHome resame.
08/29/19	JNW	.20	Telephone conversation with B. Wiffen.
08/29/19	WBP	.80	Reviewing and updating minutes of settlement with M. Sifontes; corresponding and discussions with Receiver and EcoHome re: same.
08/30/19	WBP	.70	Corresponding with counsel to M. Sifontes; reviewing revised and updates minutes of settlement and release; discussion with EcoHome re: Vista litigation matters.
09/03/19	LUD	.50	Serving Pre-Trial Conference Brief on Carole Mcafee Wallace, Fernandes Hearn LLP.
09/03/19	WBP	.30	Telephone call with counsel to M. Sifontes; corresponding with counsel to RBC.
09/04/19	WBP	.30	Attending to M. Sifontes settlement matters.
09/05/19	WBP	.60	Corresponding with counsel to M. Sifontes re: settlement matters and revising and updating settlement agreement; discussion of same with EcoHome; reviewing Vista litigation matters and correspondence re: same.
09/06/19	RMR	1.90	Reviewing research re: references; researching the scope of references.
09/06/19	WBP	.90	Finalizing settlement with M. Sifontes and correspondence with counsel to M. Sifontes and EcoHome re: same.
09/09/19	JNW	1.70	Various telephone calls with opposing counsel; prepare for and attend meeting with EcoHome re: Vista litigation; prepare settlement documents; contact court office; various emails with opposing counsel and clients
09/09/19	WBP	.20	Corresponding with counsel to M. Sifontes re: security matters.
09/10/19	JNW	1.20	Preparation of settlement documents; various emails with client and EcoHome re: same; email to Vista counsel.
09/10/19	WBP	.50	Corresponding with EcoHome re: settlement with M. Sifontes; preparing compendium of Receiver's Reports.
09/12/19	WBP	4.00	Reviewing receivership receipts and disbursements and discussing same with

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Invoice #727730 -- page 3

Date	TKID	Hours	Description
			Receiver; preparing Receiver's Report and motion materials for Distribution Order.
09/13/19	JNW	.80	Review and comment on Receiver's Report and motion materials; review changes to settlement agreements; telephone conversation with B. Wiffen.
09/13/19	WBP	2.80	Preparing and updating court materials for motion for Distribution Order; corresponding with Commercial List re: scheduling of motion; corresponding re: ancillary litigation matters.
09/15/19	JNW	.90	Review and comment on materials; review correspondence.
09/16/19	JNW	2.60	Telephone call with counsel for Vista; address revisions to Receiver's Report; various emails re: same; address service issues; prepare for meeting with client; attend meeting with client.
09/16/19	WBP	1.60	Updating motion materials in support of Distribution Order and discussions with Receiver re: same; corresponding with EcoHome re: discharge of PPSA registrations re: settlement with M. Sifontes; attending to ancillary litigation matters.
09/17/19	JNW	.90	Review and comment on revised language for telephone call with Vista counsel and emails re: confidentiality provisions; address revisions to Receiver's Report and service issues; telephone call with Receiver re: same.
09/17/19	WBP	2.20	Updating and finalizing motion record for Distribution Order and corresponding with Receiver re: same; coordinating service and filing of motion record.
09/18/19	CED	.80	Filing documents at Commercial List.
09/18/19	JNW	1.50	Prepare for and attend
09/18/19	WBP	.40	Corresponding with counsel to M. Sifontes re: settlement matters; coordinating filing of motion record.
09/20/19	JNW	.30	Prepare for court hearing.
09/20/19	WBP	.20	Corresponding with counsel to M. Sifontes re: settlement matters.
09/23/19	JNW	2.90	Address issues re: TD Bank; prepare for Court; attend Court hearing; various emails re: Court attendance.



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Invoice #727730 -- page 4

Date	TKID	Hours	Description					
09/23/19	WBP	.50	Attending to settlement funds to Receiver; respect of plaintiff ac	viewing and corr	espondi			
OUR FEE	,						\$27,807.00	
TKID	NAME			HOURS		RATE	TOTAL	
WBP	Wiffen,	Bradley		20.50	hrs	\$630.00	\$12,915.00	
JNW	Wadder	ı, Jason		14.20	hrs	\$860.00	\$12,212.00	
RMR	Richard	s, Michael		4.30	hrs	\$525.00	\$2,257.50	
CED	Cerrone	, Daniela		0.80	hrs	\$325.00	\$260.00	
LUD	Lurie, D	uncan		0.50	hrs	\$325.00	\$162.50	
DISBURS	EMENTS	<b>:</b>					\$27,807.00	
Copies	& Printing					795.50		
	iling Fee ence Calls				85.00 3.62			
		es - Westlaw	/ Carswell			43.50		
TOTAL D	ISBURSI	EMENTS					\$927.62	
TOTAL FI	EES ON T	HIS INVOI	CE	<del></del>	<del></del>		\$27,807.00	
HST ON F	EES						3,614.91	
NC	ON TAXA	BLE DISBU	JRSEMENTS			85.00		
TA	XABLE I	DISBURSE	MENTS			842.62		
TOTAL DI	(SBURSE)	MENTS ON	THIS INVOICE				\$927.62	



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Invoice #727730 -- page 5

HST ON TAXABLE DISBURSEMENT

109.54

TOTAL THIS INVOICE (CANADIAN DOLLARS)

\$32,459.07

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GOODMANS LLP

É. & O. E. WBP /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.



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Invoice #727730 -- page 6

#### STATEMENT OF ACCOUNTS RECEIVABLE (Does not include current invoice amount)

DATE	NUMBER	INVOICE AMT	TOTAL PAID/CR	BALANCE DUE
07/31/19	725328	\$57,950.03	\$0.00	\$57,950.03
08/30/19	726784	\$19,887.01	\$0.00	\$19,887.01

TOTAL OUTSTANDING INVOICES (IN CDN)

\$77,837.04



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Invoice #727730 -- page 7

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### Canadian \$ General Account

Beneficiary Bank:

TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code:

**TDOMCATTTOR** 

Beneficiary:

Goodmans LLP

333 Bay Street, Suite 3400 Toronto, ON M5H 2S7

Beneficiary Bank:

0004

**Beneficiary Transit:** 

12162

Beneficiary Account:

0552488

Payment Details:

Re: Matter # 190956, Invoice # 727730 (Please include all invoice numbers)

\*\*Please also email Wire Payment Details to: collections@goodmans.ca



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Telephone: 416.979.2211 Facsimile: 416.979.1234

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November 21, 2019

RSM Canada Limited 700 - 11 King St W PO Box 27 Toronto, ON Canada M4H 4C7

ATTENTION: Bryan Tannenbaum

OUR FILE NO.

**RSMB** 

190956

OUR INVOICE NO.

730777

GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

### TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
09/24/19	JNW	.70	Telephone conversation with TD Bank; various emails re: garnishment against TD Bank; email to Receiver; draft letter to complainant.
09/25/19	WBP	.50	Telephone call with Receiver re: various case matters; reviewing and commenting on correspondence with representative of Debtor Affiliates.
09/26/19	WBP	.30	Reviewing distribution and estate funding matters with Receiver.
09/27/19	JNW	.30	Telephone conversation with Receiver re: TD garnishment issue.
09/29/19	JNW	1.30	Draft notice of motion; draft email to Receiver; draft Order; email to Receiver.
09/30/19	RMR	.50	Preparing motion record re: confirmation of stay.
09/30/19	WBP	.30	Reviewing correspondence to debtor affiliates and commenting on same; attending to distribution matters.
10/01/19	JNW	1.20	Address small claim Court matter; instructions to M. Richards re: motion to stay, provide comments on Seventh Report, review correspondence re: Bresnark.
10/03/19	RMR	2.80	Revising motion materials re: enforcing stay; preparing motion record re: enforcing stay; drafting correspondence to opposing parties re: serving motion record to enforce stay.



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Invoice #730777 -- page 2

Date	TKID	Hours	Description
10/03/19	JNW	.20	Address service matters re: motion.
10/03/19	WBP	.30	Reviewing motion record and service matters re: confirmation of stay of proceedings.
10/04/19	RMR	1.50	Finalizing hard copy motion records for service re: enforcing stay; drafting cover letter to S. Bresnark and T. Tan re: enforcing stay; correspondence with S. Bresnark re: enforcing stay; preparing affidavit re: confirmation of service.
10/07/19	RMR	1.70	Preparing affidavit re: correspondence and serving materials on S. Bresnark; preparing compendium re: confirmation of stay; drafting letter to S. Bresnark re: motion to confirm stay of proceedings.
10/07/19	JNW	1.40	Meeting with B. Wiffen re: steps to consider; prepare for and meeting with EcoHome re: case status.
10/07/19	WBP	1.20	Meeting with EcoHome to discuss receivership and bankruptcy matters; discussing case matters with Receiver.
10/08/19	RMR	1.70	Preparing for motion to confirm the stay of proceedings; preparing bill of costs re: same; drafting email to TD Bank re: initial judgment; reviewing statement of claim from S. Bresnark.
10/08/19	JNW	2.40	Prepare materials for court; address discovery issues; prepare for court; address issues re: lawsuits.
10/08/19	WBP	.50	Attending on update call with Receiver re: case matters and next steps.
10/09/19	RMR	6.20	Drafting motion materials re: confirming stay of proceedings; researching dismissing claim under Rule 2.1 of the Rules of Civil Procedure; attending motion at the Ontario Superior Court of Justice re: confirming stay of proceedings; drafting letter to S. Bresnark re: Order of Justice McEwen; preparing for garnishment hearing.
10/09/19	JNW	1.80	Prepare for court re: motion for stay; attend court; address further issues.
10/23/19	WBP	.30	Corresponding with R. Farooq re: maintenance of records of Debtor.
10/30/19	JNW	.30	Prepare for meeting
10/30/19	WBP	.40	Attending on telephone call with EcoHome and counsel re: receivership matters.
10/31/19	JNW	.30	Various correspondence and discussion re: case matters.

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Date	TKID	Hours	Description
11/01/19	JNW	.20	Draft email to F. Tayer.
11/04/19	JNW	.20	Update with B. Wiffen.
11/05/19	WBP	.40	Corresponding with counsel re: settlement of ancillary litigation matter and reviewing background documentation re: same.
11/06/19	JNW	.40	Update and next steps meeting with B. Wiffen.
11/06/19	WBP	.60	Meeting with J. Wadden to advance and discuss various receivership matters; reviewing previous reports.
11/07/19	JNW	.10	Email Vista.
11/07/19	WBP	.80	Reviewing record access and retention matters and related orders; discussing same with Receiver and commenting on email to third party service provider re: same.
11/08/19	JNW	.30	Telephone conversation with EcoHome re: case matters.
11/11/19	JNW	.30	Various emails; review Target decision re: use of reports of court officer.
11/11/19	WBP	.50	Reviewing Receiver's Report and orders re: various matters; discussing litigation matters with EcoHome and its counsel.
11/12/19	JNW	1.40	Prepare for call; conference call with EcoHome and Aird & Berlis; review claim matters.
11/13/19	JNW	.40	Telephone conversation with B. Wiffen; telephone conversation with B. Tannenbaum re: court attendance.
11/13/19	WBP	.30	Reviewing various case matters with J. Wadden.
11/14/19	JNW	2.20	Prepare for and attend Court hearing; telephone conversation with EcoHome; telephone conversation with B. Wiffen.

TOTAL THIS INVOICE (CANADIAN DOLLARS)

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Invoice #730777 -- page 4

\$29,604.71

TKID	NAME	HOURS		RATE	TOTAL
WBP	Wiffen, Bradley	6.40	hrs	\$630.00	\$4,032.00
JNW	Wadden, Jason	15.40	hrs	\$860.00	\$13,244.00
RMR	Richards, Michael	14.40	hrs	\$525.00	\$7,560.00
					\$24,836.00
DISBURS	SEMENTS				
Filing	Fee – Motion (Minister of Finance)			320.00	
Copies				236.25 66.61	
	ry - Courier s Server (Omega Process Servers)			696.50	
	uter Searches - Westlaw Carswell			43.50	
TOTAL 1	DISBURSEMENTS				\$1,362.86
TOTAL F	EES ON THIS INVOICE				\$24,836.00
HST ON I	FEES				3,228.68
N	ON TAXABLE DISBURSEMENTS			0.00	
T	AXABLE DISBURSEMENTS			1,362.86	
TOTAL D	DISBURSEMENTS ON THIS INVOICE				\$1,362.86
HST ON	TAXABLE DISBURSEMENT				177.17



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Invoice #730777 -- page 5

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**GOODMANS LLP** 

E. & O. E. WBP /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.



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Invoice #730777 -- page 6

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### Canadian \$ General Account

Beneficiary Bank:

TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code:

TDOMCATTTOR

Beneficiary:

Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank:

0004

**Beneficiary Transit:** 

12162

Beneficiary Account:

0552488

Payment Details:

Re: Matter # 190956, Invoice # 730777 (Please include all invoice numbers)

\*\*Please also email Wire Payment Details to: collections@goodmans.ca



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December 19, 2019

RSM Canada Limited 700 - 11 King St W PO Box 27 Toronto, ON Canada M4H 4C7

ATTENTION: Bryan Tannenbaum

OUR FILE NO.

**RSMB** 

190956

OUR INVOICE NO.

732673

GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

### TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
11/15/10	D.III.	00	Design of the College of the State of the St
11/17/19	JNW	.80	Review statement of claim; consider claim strategy.
11/20/19	JNW	.40	Call with K. Houlden and D. Hooper.
11/21/19	JNW	.20	Call with B. Tannenbaum.
11/22/19	JNW	.40	Prepare summary of steps re: litigation; telephone conversation with B. Tannenbaum.
11/23/19	JNW	.40	Telephone conversation with K. Houlden; revise Vista settlement; email to B. Wiffen.
11/24/19	JNW	.30	Review correspondence; revise agreement; email to Vista's counsel.
11/25/19	SWK	.90	Attending meeting with J. Wadden; conducting search for precedents re: Notice of Motion and Affidavit for lifting of stay in particular circumstances; reviewing and revising precedents; corresponding with J. Wadden re: same.
11/25/19	JNW	.20	Review correspondence; email to EcoHome.
11/25/19	WBP	.50	Attending to litigation matters; discussion with EcoHome re: status of action.
11/26/19	JNW	.30	Review of precedent materials.
11/28/19	JNW	.70	Telephone conversation with K. Houlden and Aird & Berlis; review correspondence.

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Invoice #732673 -- page 2

Date	TKID	Hours	Description		
12/09/19	JNW	.30	Review correspondence; revise settlement agreement; email Vista	counsel.	
12/17/19	WBP	.30	Reviewing settlement agreement with Vista and discussion with J. same.	Wadden re:	
OUR FEE				\$4,335.50	
TKID	NAME		HOURS RATE	TOTAL	
JNW	Wadder	n, Jason	4.00 hrs \$860.00	\$3,440.00	
WBP	Wiffen,	Bradley	0.80 hrs \$630.00	\$504.00	
SWK	Kerr, So	cott	0.90 hrs \$435.00	\$391.50	
				\$4,335.50	
DISBURS	EMENTS	S			
Parking Process	/ Cab / M Server	ileage	8.92 75.00		
TOTAL D	ISBURSI	EMENTS		\$83.92	
TOTAL FI	EES ON T	HIS INVOIC	CE	\$4,335.50	
		mo my on			
HST ON F	EES			563.62	
NO	ON TAXA	BLE DISBU	URSEMENTS 0.00		
TA	XABLE	DISBURSEN	MENTS 83.92		
TOTAL D	ISBURSE	MENTS ON	THIS INVOICE	\$83.92	
HST ON T	`AXABLE	EDISBURSE	EMENT	10.91	
TOTAL T	TOTAL THIS INVOICE (CANADIAN DOLLARS) \$4,993.95				



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Invoice #732673 -- page 3

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E. & O. E.

WBP /

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Invoice #732673 -- page 4

STATEMENT OF ACCOUNTS RECEIVABLE (Does not include current invoice amount)

DATE

**NUMBER** 

**INVOICE AMT** 

TOTAL PAID/CR

**BALANCE DUE** 

11/21/19

730777

\$29,604.71

\$0.00

\$29,604.71

TOTAL OUTSTANDING INVOICES (IN CDN)

\$29,604.71



Bay Adelaide Centre - West Tower 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

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Invoice #732673 -- page 5

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### Canadian \$ General Account

Beneficiary Bank:

TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code:

**TDOMCATTTOR** 

Beneficiary:

Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank:

0004

Beneficiary Transit:

12162

Beneficiary Account:

0552488

Payment Details:

Re: Matter # 190956, Invoice # 732673 (Please include all invoice numbers)

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**Barristers & Solicitors** 

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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April 7, 2020

RSM Canada Limited 700 - 11 King St W PO Box 27 Toronto, ON Canada M4H 4C7

ATTENTION: Bryan Tannenbaum

OUR FILE NO. RSMB 190956 OUR INVOICE NO. 737662

GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

Date	TKID	Hours	Description
12/17/19	JNW	1.20	Emails with opposing counsel re: revisions to Vista settlement; various emails re: same; telephone conversation with B. Wiffen re: same; emails re: resolution of matter and payment of funds.
01/13/20	WBP	.50	Reviewing Crown Crest transaction documents re: responsibility for NOSI transfer fees; discussion with Receiver re: NOSI transfer fees and various case matters.
01/17/20	JNW	2.40	Draft letter to service list re: new claim; telephone conversation with B. Wiffen; draft Agreement.
01/17/20	WBP	.50	Reviewing and commenting on correspondence to service list re: Receiver cross-claims; discussion with J. Wadden re: same.
01/19/20	JNW	1.20	Draft and revise protocol.
01/20/20	JNW	.30	Revise protocol; email to client.
02/05/20	WBP	.30	Reviewing correspondence from legal counsel re: discharge of NOSI and corresponding with EcoHome re: same.
02/09/20	JNW	2.30	Revise statement of claim; email to client.
02/10/20	ABG	.60	Obtaining information re: business name, NUANS and corporate profile of Leung & Management Consulting.

Date	TKID	Hours	Description
02/10/20	JNW	1.60	Call with clients re: pleadings and next steps; call with K. Houlden on Statement of Claim and litigation documents; revisions to documents.
02/11/20	JNW	.40	Revise litigation documents; circulate to client.
02/13/20	WMA	.90	Reviewing and revising pleadings corporate records search.
02/14/20	JNW	.80	Prepare for and attend meeting with EcoHome representatives.
02/14/20	WBP	.30	Meeting with EcoHome representatives to discuss litigation matters.
02/14/20	WMA	2.20	Meetings with J. Wadden and EcoHome representatives re: claims; drafting revisions to pleadings (including third party claim).
02/16/20	JNW	1.40	Revise litigation documents and letters.
02/16/20	WBP	.30	Corresponding with counsel to litigant re: stay of proceedings.
02/18/20	WMA	.10	Reviewing revised claim amounts; revising pleadings.
02/20/20	JNW	.20	Revise claims; email Receiver re: claims and next steps.
02/21/20	JNW	1.30	Meeting with M. Wilson; revise statement of claim, third party claims; Cooperation Agreement; letter to service list.
02/24/20	JNW	.20	Call with EcoHome; email to Receiver.
02/29/20	JNW	.20	Call with Jeff Berger re: final points re: documents.
03/02/20	ABG	.50	Correspondence with J. Wadden; obtaining preliminary searches re: Leung & Company.
03/06/20	JNW	.30	Call with J. Berger re: finalization of court materials.
03/08/20	JNW	.30	Revise court documents.
03/08/20	WMA	.10	Reviewing correspondence; preparing service list.
03/09/20	JNW	1.20	Revisions to litigation protocol; revision to statement of claim; draft indemnity agreement; email with client re: same.
03/10/20	JNW	.40	Address final issues re: finalization and service of materials; instructions to M. Wilson re: same.
03/11/20	JNW	.80	Final revisions to court materials, Cooperation Agreement; various emails resame; instructions to M. Wilson reservice of documents; call with client.
03/13/20	JNW	.30	Telephone conversation with counsel to auditor re: process and next steps.

OUR FE	E				\$18,428.50
TKID	NAME	HOURS		RATE	TOTAL
WBP	Wiffen, Bradley	1.90	hrs	\$680.00	\$1,292.00
JNW	Wadden, Jason	16.80	hrs	\$875.00	\$14,700.00
WMA	Wilson, Michael	3.30	hrs	\$650.00	\$2,145.00
ABG	Bunting, Amanda	1.10	hrs	\$265.00	\$291.50
					\$18,428.50
DISBUR	SEMENTS				
	s Third Party Claim (Minister of Finance) 1 - Corporate			12.50 229.00 63.70	
TOTAL	DISBURSEMENTS				\$305.20
TOTAL F	FEES ON THIS INVOICE				\$18,428.50
HST ON	FEES				2,395.71
N	ON TAXABLE DISBURSEMENTS			229.00	
T	AXABLE DISBURSEMENTS			76.20	
TOTAL I	DISBURSEMENTS ON THIS INVOICE				\$305.20
HST ON	TAXABLE DISBURSEMENT				9.91
TOTAL 7	THIS INVOICE (CANADIAN DOLLARS)				\$21,139.32

Invoice #737662 -- page 4

THIS IS OUR ACCOUNT HEREIN GOODMANS LLP

E. & O. E. WBP /

Invoice #737662 -- page 5

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### **Canadian \$ General Account**

Beneficiary Bank: TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code: TDOMCATTTOR

Beneficiary: Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank: 0004

Beneficiary Transit: 12162

Beneficiary Account: 0552488

Payment Details: Re: Matter # 190956, Invoice # 737662

(Please include all invoice numbers)

<sup>\*\*</sup>Please also email Wire Payment Details to: collections@goodmans.ca

### Goodmans

Barristers & Solicitors

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234 goodmans.ca

May 28, 2020

RSM Canada Limited 700 - 11 King St W PO Box 27 Toronto, ON Canada M4H 4C7

ATTENTION: Bryan Tannenbaum

OUR FILE NO. RSMB 190956 OUR INVOICE NO. 740270

GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

Date	TKID	Hours	Description
03/10/20	JLR	.60	Attending to corporate search and review for Leung & Company Chartered Accountants and Leung & Company Chartered Professional Accountants; obtaining expired limited partnership report for Leung & Company Chartered Professional Accountants; providing same to J. Wadden and M. Wilson as per request.
03/10/20	WMA	1.90	Reviewing Crossclaim and Third Party Claim; reviewing corporate searches re: same; emails with EcoHome and J. Wadden re: same.
03/11/20	WMA	1.90	Revising Statement of Defence and Crossclaim; finalizing cooperative agreement and litigation protocols; serving same.
04/08/20	JNW	1.40	Telephone conversations with D. Valliancourt re: background, claim, procedural issues and claims; conference call with defence counsel on Protocol.
04/27/20	WBP	.30	Commissioning affidavit of J. Berger re: discharge of NOSI.
05/15/20	JNW	.20	Telephone conversation with client.
05/22/20	JNW	.80	Telephone conversation re: approach re: review and comment on motion materials.
05/25/20	JNW	.10	Telephone conversation with K. Houlden.

# Goodmans

**Barristers & Solicitors** 

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234 goodmans.ca

Invoice #740270 -- page 2

Date	TKID	Hours	Description				
05/25/20 05/26/20 05/27/20	WMA WMA	.30 .10 .10	Emails re: pleadings; telephone call with J. Wadden and D. Vaillancourt re: same and next steps.  Email to J. Lane re: service of Third Party Claim.  Emails with opposing counsel re: Third Party Claim.				
OUR FEE	,			\$5,324.50			
TKID	NAME		HOURS RATE	TOTAL			
WBP	Wiffen,	Bradley	0.30 hrs \$680.00	\$204.00			
JNW	Wadden	, Jason	2.50 hrs \$875.00	\$2,187.50			
WMA	Wilson,	Michael	4.30 hrs \$650.00	\$2,795.00			
JLR	Racanel	li, Juliana	0.60 hrs \$230.00	\$138.00			
				\$5,324.50			
TOTAL FEES ON THIS INVOICE \$5,324							
HST ON FEES							
TOTAL T	TOTAL THIS INVOICE (CANADIAN DOLLARS) \$6,016.69						



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Invoice #740270 -- page 3

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Invoice #740270 -- page 4

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### **Canadian \$ General Account**

Beneficiary Bank: TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code: TDOMCATTTOR

Beneficiary: Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank: 0004

Beneficiary Transit: 12162

Beneficiary Account: 0552488

Payment Details: Re: Matter # 190956, Invoice # 740270

(Please include all invoice numbers)



Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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September 30, 2020

RSM Canada Limited 700 - 11 King St W PO Box 27 Toronto, ON Canada M4H 4C7

ATTENTION: Bryan Tannenbaum

OUR FILE NO. RSMB 190956
OUR INVOICE NO. 746087
GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

Date	TKID	Hours	Description
05/29/20	JNW	.10	Emails with D. Vaillancourt re: privilege.
06/17/20	JNW	.40	Telephone conversation with D. Vaillancourt re: litigation claims and planning.
06/19/20	JNW	.20	Review correspondence; telephone conversation with J. Berger re: issues concerning Manitoba filings.
07/19/20	JNW	.20	Addressing issues re: Manitoba NOSIs.
07/27/20	JNW	.10	Various correspondence re: Manitoba issue.
07/31/20	JNW	.50	Telephone call with J. Berger; emails with F. Tayar.
08/04/20	JNW	.10	Various emails re: Manitoba.
08/07/20	JNW	.30	Various emails.
08/18/20	JNW	.20	Various emails.
08/19/20	JNW	.20	Various emails.
08/20/20	JNW	.10	Addressing Manitoba issues.
08/24/20	JNW	.20	Teleconference with F. Tayar.
08/25/20	JNW	.60	Teleconference call with Receiver; teleconference call with F. Tayar.



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Invoice #746087 -- page 2

Date	TKID	Hours	Description			
08/28/20	JNW	.10	Reviewing corresponden	ce: email to Receiver	re: Manitoha issue	
09/03/20	JNW	.30				
			Telephone call with J. Bo			
09/04/20	JNW	.30	Telephone conference w	•	eceiver.	
09/17/20	JNW	.40	Teleconference with J. B	erger and F. Tayar.		
OUR FEE	1					\$3,762.50
TKID	NAME			HOURS	RATE	TOTAL
JNW	Wadden,	Jason		4.30 hrs	\$875.00	\$3,762.50
						\$3,762.50
DISBURS	EMENTS					
	ate Search				60.00	
Contere	ence Calls				3.22	
TOTAL D	ISBURSE	MENTS				\$63.22
TOTAL FI	EES ON TH	IIS INVOIC	CE			\$3,762.50
HST ON F	EES					489.13
NO	ON TAXAE	BLE DISBU	RSEMENTS		0.00	
TA	XABLE D	ISBURSEN	MENTS		63.22	
TOTAL DISBURSEMENTS ON THIS INVOICE						\$63.22
HST ON T	'AXABLE	DISBURSE	EMENT			8.22
TOTAL T	HIS INVO	ICE (CAN	ADIAN DOLLARS)			\$4,323.07



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Invoice #746087 -- page 3

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Invoice #746087 -- page 4

STATEMENT OF ACCOUNTS RECEIVABLE (Does not include current invoice amount)

DATE NUMBER INVOICE AMT TOTAL PAID/CR BALANCE DUE 05/28/20 740270 \$6,016.69 \$0.00 \$6,016.69

TOTAL OUTSTANDING INVOICES (IN CDN)

\$6,016.69



Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

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Invoice #746087 -- page 5

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### **Canadian \$ General Account**

Beneficiary Bank: TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code: TDOMCATTTOR

Beneficiary: Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank: 0004

Beneficiary Transit: 12162

Beneficiary Account: 0552488

Payment Details: Re: Matter # 190956, Invoice # 746087

(Please include all invoice numbers)

Goodmans

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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GST Registration Number R119422962

November 30, 2020

RSM Canada Limited 700 - 11 King St W PO Box 27 Toronto, ON Canada M4H 4C7

ATTENTION: Bryan Tannenbaum

OUR FILE NO. RSMB 190956
OUR INVOICE NO. 748862
GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

Date	TKID	Hours	Description
10/13/20	JNW	.40	Teleconference with J. Berger re: Manitoba issue; emails with F. Tayar; email client update.
10/15/20	JNW	.50	Reviewing correspondence; teleconference with D. Vaillancourt re: next steps; drafting timetable.
10/19/20	JNW	2.40	Teleconference with F. Tayar; teleconference with J. Berger; teleconferences with D. Vaillancourt; preparing for and attending Court; teleconference with M. Delgado; revising draft order; reviewing correspondence; email report to J. Berger.
10/20/20	JNW	.20	Reviewing correspondence; various emails re: Manitoba application.
10/21/20	JNW	.50	Teleconference call with J. Berger and B. Tannenbaum re: various issues; reviewing correspondence.
10/23/20	JNW	.20	Various emails with J. Berger; revising draft emails.
10/26/20	JNW	.10	Teleconference call with J. Berger.
10/27/20	JNW	.10	Reviewing correspondence.
11/02/20	JNW	.10	Teleconference call with J. Berger.



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Invoice #748862 -- page 2

Date	TKID	Hours	Description					
11/04/20	JNW	.10	Various emails; preparing for case	e co	nferenc	ee.		
11/05/20	GDS	.50	Research re: disclosure of docume Wadden).	ent l	oefore e	examination; confe	erence (J.	
11/05/20	JNW	.20	Preparing for case conference.					
11/06/20	JNW	.90	Communications with D. Vaillancourt re: case conference; preparing for and attending case conference.					
11/11/20	JNW	.30	Teleconference call with J. Berge	r; ac	ldressir	ng Manitoba NOS	issue.	
11/13/20	JNW	.40	Conference call with client and Earth Tayar.	соН	ome re	: Manitoba issues;	email to F.	
OUR FEE							\$6,122.50	
TKID	NAME		HOU	RS		RATE	TOTAL	
JNW	Wadder	n, Jason	(	5.40	hrs	\$875.00	\$5,600.00	
GDS	Smith, C	Graham D.	(	0.50	hrs	\$1,045.00	\$522.50	
							\$6,122.50	
TOTAL FI	EES ON T	HIS INVOIC	CE CE				\$6,122.50	
HST ON F	EES						795.93	
TOTAL T	TOTAL THIS INVOICE (CANADIAN DOLLARS) \$6,918.43							



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Invoice #748862 -- page 3

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Invoice #748862 -- page 4

STATEMENT OF ACCOUNTS RECEIVABLE (Does not include current invoice amount)

BALANCE DUE	TOTAL PAID/CR	INVOICE AMT	NUMBER	DATE
\$6,016.69	\$0.00	\$6,016.69	740270	05/28/20
\$4,323.07	\$0.00	\$4,323.07	746087	09/30/20

TOTAL OUTSTANDING INVOICES (IN CDN)

\$10,339.76

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

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Invoice #748862 -- page 5

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### **Canadian \$ General Account**

Goodmans

Beneficiary Bank: TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code: TDOMCATTTOR

Beneficiary: Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank: 0004

Beneficiary Transit: 12162

Beneficiary Account: 0552488

Payment Details: Re: Matter # 190956, Invoice # 748862

(Please include all invoice numbers)



Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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GST Registration Number R119422962

January 12, 2021

EcoHome Financial Inc. (on behalf of RSM Canada Limited) 501 - 130 King St W PO Box 158 Toronto, ON Canada M5X 1C7

ATTENTION: Oscar Strawczynski

OUR FILE NO. RSMB 190956
OUR INVOICE NO. 751303
GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

Date	TKID	Hours	Description
12/01/20	JNW	.10	Instructing M. Wilson re: case conference.
12/02/20	WMA	.30	Attending at case management conference re: Global Eco Energy NOSI discharge matters.
12/04/20	JNW	.30	Instructing M. Wilson re: case conference; various communications re: same.
12/10/20	JNW	.30	Revising litigation protocol and case conference brief.
12/10/20	WMA	.50	Reviewing and revising materials re: case management conference; e-mails
			re: same.
12/11/20	JNW	.10	Various emails.
12/15/20	JNW	.40	Various emails re: discovery plan and case conference; instructing M. Wilson and teleconference call with J. Berger re: NOSI issue.
12/15/20	WMA	.60	Telephone calls and emails with J. Berger and F. Tayar re: materials for Global Eco Energy.
12/16/20	WMA	2.60	Emails with F. Tayar re: Global Eco Energy NOSI issues; emails with D. Vaillancourt re: preparing for case conference, motion to lift BIA stay, and related issues; reviewing case conference materials re: same.



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Invoice #751303 -- page 2

Date	TKID	Hours	Description				
12/17/20	WMA	.90	Emails re: Eco Energy case management conference; reviewing Defence and Cross-Claim; emails re: Global Eco NOSI issues				
12/18/20	JNW	1.30	Preparing for and attending case conference; teleconference at Vaillancourt.	ll with D.			
12/18/20	WMA	.60	Preparing for and attending at case management conference re: Global Eco Energy.				
12/21/20	JNW	1.20	Teleconference call with D. Vaillancourt re: changes to litigation protocol; preparing for and attending meeting with counsel re: litigation protocol.				
12/21/20	WMA	.70	Attending at meeting with opposing counsel re: scheduling and next steps in litigation.				
12/23/20	WMA	.10	Emails w F. Tayar re: Global Eco Energy materials.				
12/28/20	WMA	.20	Emails with F. Tayar and J. Berger re: Global Eco Energy; emparty claim.	nails re: third-			
OUR FEE	E			\$7,462.50			
TKID	NAME		HOURS RATE	TOTAL			
JNW	Wadden	, Jason	3.70 hrs \$875.00	\$3,237.50			
WMA	Wilson,	Michael	6.50 hrs \$650.00	\$4,225.00			
				\$7,462.50			
TOTAL F	EES ON T	HIS INVOI	CE	\$7,462.50			
HST ON F	FEES			970.13			
TOTAL 7	TOTAL THIS INVOICE (CANADIAN DOLLARS) \$8,432.63						

Goodmans

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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Invoice #751303 -- page 3

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E. & O. E. WBP /



Telephone: 416.979.2211 Facsimile: 416.979.1234

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Invoice #751303 -- page 4

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### **Canadian \$ General Account**

Beneficiary Bank: TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code: TDOMCATTTOR

Beneficiary: Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank: 0004

Beneficiary Transit: 12162

Beneficiary Account: 0552488

Payment Details: Re: Matter # 190956, Invoice # 751303

(Please include all invoice numbers)



Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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GST Registration Number R119422962

January 28, 2021

EcoHome Financial Inc. (on behalf of RSM Canada Limited) 501 - 130 King St W PO Box 158 Toronto, ON Canada M5X 1C7

ATTENTION: Oscar Strawczynski

OUR FILE NO. RSMB 190956 OUR INVOICE NO. 752233

GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

Date	TKID	Hours	Description
01/04/21	WMA	2.10	Preparing for and attending at case management call re: Global Eco Energy Issues; reviewing pleadings re: particulars requested by T. Knackstedt; reviewing pleadings re: discovery issues.
01/05/21	WBP	.30	Discussion with K. Houlden re: security registration matters.
01/05/21	WMA	.90	Drafting response to demand for particulars; reviewing pleadings re: same.
01/06/21	WBP	.40	Corresponding re: security registration matters.
01/08/21	WMA	.30	Emails re: litigation protocol and documentary production issues.
01/11/21	WMA	.90	Telephone call with J. Bowers and K. Houlden re: Relativity; emails with J. Bower re: same; emails with opposing counsel re: same.
01/19/21	WBP	.30	Corresponding with EcoHome re: PPSA matters.
01/20/21	WBP	.40	Discussion with counsel to EcoHome re: PPSA registration matters and reviewing related matters.
01/24/21	WMA	.40	Emails with J. Berger and F. Tayar re: materials requested by Global Eco Energy.
01/25/21	WMA	.40	Videoconference with Receiver re: litigation and Global Eco matters; emails

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Invoice #752233 -- page 2

Date	TKID	Hours	Description			
			with Receiver and op	posing counsel re: Globa	l Eco matters.	
01/26/21	WBP	.30	Reviewing homeowner litigation claim and corresponding with EcoHome re: same.			
01/27/21	WMA	.50	Emails with F. Tayar re: Global Eco Energy materials; compiling same.			ng same.
OUR FEE						\$4,974.50
OCKILL	-					ψ+,27+.50
TKID	NAME			HOURS	RATE	TOTAL
WBP	Wiffen,	Bradley		1.70 hrs	\$710.00	\$1,207.00
WMA	Wilson,	Michael		5.50 hrs	\$685.00	\$3,767.50
						\$4,974.50
TOTAL F	EES ON T	HIS INVOI	CE			\$4,974.50
HST ON F	FEES					646.69
TOTAL THIS INVOICE (CANADIAN DOLLARS) \$5,621.1				\$5,621.19		

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Invoice #752233 -- page 3

THIS IS OUR ACCOUNT HEREIN GOODMANS LLP

E. & O. E. WBP /

Goodmans

Barristers & Solicitors

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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Invoice #752233 -- page 4

STATEMENT OF ACCOUNTS RECEIVABLE (Does not include current invoice amount)

DATE	NUMBER	INVOICE AMT	TOTAL PAID/CR	BALANCE DUE
01/12/21	751303	\$8,432.63	\$0.00	\$8,432.63

TOTAL OUTSTANDING INVOICES (IN CDN)

\$8,432.63



Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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Invoice #752233 -- page 5

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### **Canadian \$ General Account**

Beneficiary Bank: TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code: TDOMCATTTOR

Beneficiary: Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank: 0004

Beneficiary Transit: 12162

Beneficiary Account: 0552488

Payment Details: Re: Matter # 190956, Invoice # 752233

(Please include all invoice numbers)

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

goodmans.ca

GST Registration Number R119422962

February 26, 2021

GeqJ qo g'Hlpcpelcn'lfpe0 \*qp'dgj cnt'qh'RSM Canada Limited+ 723"/'352"Mlpi "UV'Y RQ'Dqz'37: Vqtqpvq.''QP Canada M7Z'3E9

Goodmans

ATTENTION: Quect'Utcy e | {pski

OUR FILE NO. RSMB 190956
OUR INVOICE NO. 753874
GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

Date	TKID	Hours	Description
01/28/21	JNW	.50	Teleconference call with M. Wilson; drafting particulars; reviewing emails; addressing protocol issues.
01/28/21	WMA	.70	Emails with J. Berger re: Global Eco Energy matters; emails and telephone calls with D. Vaillancourt re: litigation protocol and T. Knackstedt pleadings motion; telephone call with J. Wadden re: response to demand for particulars; drafting same.
02/04/21	WBP	.60	Corresponding with counsel to Steven Brown re: motion for discharge of security interest.
02/05/21	WBP	.70	Discussion with counsel to Steven Brown re: action in respect of Eco Energy; correspondence with counsel and EcoHome re: same.
02/09/21	JNW	.70	Teleconference call with D. Vaillancourt re: various issues.
02/09/21	WMA	.60	Videoconference with J. Wadden and D. Vaillancourt re: productions and discoveries; emails with J. Bowers re: same
02/10/21	WMA	.60	Telephone call with Kroll re: documentary productions and Litigation Protocol; reviewing engagement re: same; emails with J. Bowers re: same; emails with J. Berger re: letter to claimants and outstanding Global Eco Energy requests.

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234 goodmans.ca

Invoice #753874 -- page 2

Date	TKID	Hours	Description
02/11/21	WMA	1.10	Reviewing records in Relativity re: production of documents; telephone call and e-mails with D. Vaillancourt re: same.
02/12/21	WBP	.40	Obtaining receivership court materials for documentary production and discovery preparation.
02/12/21	WMA	.40	Reviewing records re: documentary production and discovery preparation.
02/13/21	WMA	3.90	Telephone call with D. Vaillancourt re: documentary production, discovery, and litigation strategy; reviewing records re: documentary production.
02/15/21	WMA	1.50	Telephone call with D. Vaillancourt re: documentary production, discovery, and litigation strategy; reviewing records re: documentary production.
02/16/21	WMA	3.50	Discussion with N. Fazli re: review for documentary production; e-mails with N. Fazli and Kroll re: same; reviewing documents re: documentary production and discovery preparation; emails with J. Berger re: Power of Attorney.
02/18/21	WBP	.50	Corresponding with counsel to Steven Brown and with EcoHome re: settlement discussions.
02/21/21	WMA	1.40	Reviewing records (secondary review) re: production; emails with N. Fazli re: Same.
02/22/21	WMA	5.40	Telephone call with student re: document review; conducting secondary level review re: production issues; telephone call with J. Wadden re: same; email with D. Vaillancourt re: same.
02/23/21	CNI	1.50	Communicating with M. Wilson re: database and next steps; communicating with J. Caines re: same; reviewing litigation protocol; communicating with M. Wilson re: individual retainer letters to all parties; organizing same with J. Caines.
02/23/21	WMA	5.40	Completing secondary review of records re: production; providing instructions to Kroll re: same; emails with C. Ierullo re: shared production protocol and new service provider; emails and telephone call with D. Vaillancourt re: same.
02/24/21	CNI	3.00	Communicating with M. Wilson re: engagement letters, client documents and storage of same and productions; communicating with J. Caines re: engagement letters and database set up; conference call with J. Caines, W. Platt and M. Wilson re: database management; reviewing and revising draft email to all counsel re: database set up and next steps.

Goodmans

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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Invoice #753874 -- page 3

Date	TKID	Hours	Description			
02/24/21	WMA	1.60	Completing secondary review of productions; emails with Kro production instructions; emails and telephone conference with production database; drafting email to opposing counsel re: sa	PwC re: shared		
02/25/21	CNI	1.10	Reviewing engagement letter for third party service provider; reviewing correspondence from N. Boodhoo re: load files and Schedule A to affidavit of documents; determining next steps for database.			
02/25/21	JNW	.30	Addressing issues re: next steps in litigation and discovery ma	itters.		
02/25/21	WMA	2.60	Reviewing productions; preparing and revising affidavit of do with client and counsel re: same; emails with D. Vaillancourt issues.			
OUR FEE	E			\$24,628.50		
TKID	NAME		HOURS RATE	TOTAL		
JNW	Wadden,	Jason	1.50 hrs \$890.00	\$1,335.00		
WBP	Wiffen, I	Bradley	2.20 hrs \$710.00	\$1,562.00		
WMA	Wilson, I	Michael	28.70 hrs \$685.00	\$19,659.50		
CNI	Ierullo, C	Christina	5.60 hrs \$370.00	\$2,072.00		
				\$24,628.50		
TOTAL F	EES ON TH	HIS INVOI	CE	\$24,628.50		
HST ON F	FEES			3,201.71		
TOTAL 7	OTAL THIS INVOICE (CANADIAN DOLLARS) \$27,830					

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Invoice #753874 -- page 4

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E. & O. E. WBP /

Goodmans

**Barristers & Solicitors** 

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

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Invoice #753874 -- page 5

### STATEMENT OF ACCOUNTS RECEIVABLE (Does not include current invoice amount)

BALANCE DUE	TOTAL PAID/CR	INVOICE AMT	NUMBER	DATE
\$8,432.63	\$0.00	\$8,432.63	751303	01/12/21
\$5,621.19	\$0.00	\$5,621.19	752233	01/28/21

TOTAL OUTSTANDING INVOICES (IN CDN)

\$14,053.82

### Goodmans

**Barristers & Solicitors** 

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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Invoice #753874 -- page 6

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### **Canadian \$ General Account**

Beneficiary Bank: TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code: TDOMCATTTOR

Beneficiary: Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank: 0004

Beneficiary Transit: 12162

Beneficiary Account: 0552488

Payment Details: Re: Matter # 190956, Invoice # 753874

(Please include all invoice numbers)

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

goodmans.ca

GST Registration Number R119422962

March 31, 2021

EcoHome Financial Inc. (on behalf of RSM Canada Limited) 501 - 130 King St W PO Box 158 Toronto, ON Canada M5X 1C7

Goodmans

ATTENTION: Oscar Strawczynski

OUR FILE NO. **RSMB** 190956 OUR INVOICE NO. 755420

Re: Receivership of Eco Energy Home Services Inc. GST/HST REGISTRATION NO. R119422962

#### TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
02/26/21	CNI	.40	Communicating with M. Wilson re: costs of database; reviewing communications re: engagement letters.
02/26/21	WMA	.60	Revising Affidavit of Documents; emails re: same and serving same.
03/01/21	CNI	.40	Reviewing numerous e-mails re: database hosting and affidavits of documents; communicating with M. Wilson re: next steps.
03/01/21	JNW	.10	Reviewing case matters.
03/01/21	WMA	.50	Telephone call with J. Berger re: Global Eco Energy issues; reviewing materials from F. Tayar re: same.
03/02/21	JNW	.30	Teleconference call with M. Wilson re: various case matters.
03/02/21	WMA	.80	Telephone call with J. Berger re: Global Eco issues; drafting email to client re: same; drafting letter re: Small Claims Court action against Eco Energy.
03/03/21	WMA	.20	Revising letter re: action by R. Griffin; e-mails re: same.
03/04/21	WMA	.90	Drafting letter to F. Tayar re: Global Eco Energy NOSIs; drafting email to Receiver re: same.
03/05/21	WMA	.20	Drafting revisions to letter re: Global Eco NOSIs; emails with EcoHome and RSM re: same.

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

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Invoice #755420 -- page 2

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Date	TKID	Hours	Description
03/08/21	JNW	.30	Attending to particulars and other issues.
03/08/21	WMA	1.10	Drafting response to demand for particulars; emails with D. Vaillancourt re: same; emails with P. Soon re: same; telephone call and emails with J. Wadden re: same.
03/09/21	JNW	.30	Addressing particulars issues.
03/09/21	WMA	2.10	Preparing for and attending at case management conference re: particulars motion scheduling; telephone call with opposing counsel re: same; drafting revisions to particulars; telephone call with P. Soon re: same; emails with P. Soon, J. Berger re: same.
03/10/21	JNW	.70	Preparing for meeting re: discoveries; reviewing particulars issues.
03/10/21	WMA	2.30	Reviewing email records re: issue outline for discovery preparation.
03/11/21	JNW	.80	Preparing for and attending teleconference re: discoveries.
03/11/21	WMA	1.60	Correspondence with opposing counsel re: Global Eco Energy issues; finalizing and serving response to Demand for Particulars; teleconference re: discoveries; emails with Kroll re: documentary issues.
03/12/21	JNW	.20	Addressing particulars issues.
03/15/21	WMA	.50	Telephone call with D. Vaillancourt re: T. Knackstedt claim; telephone call with opposing counsel re: same.
03/17/21	WMA	.70	Telephone calls with J. Wadden and D. Vaillancourt re: particulars and T. Knackstedt motion to strike; emails re: same.
03/18/21	WMA	.90	Telephone call with D. Vaillancourt re: particulars motions; drafting analysis re: ; reviewing cash reserve account and receiver's reports re: same.
03/19/21	JNW	.30	Addressing issues re: pleadings motion and section 163 examination.
03/21/21	WMA	.20	Drafting email to plaintiff in consumer action commenced against Eco Energy.
03/22/21	WMA	.20	Videoconference with A. Deria re: powers of trustee in bankruptcy to conduct an examination under section 163.
03/23/21	JNW	.30	Preparing for case conference.
03/23/21	WMA	.40	Telephone call with J. Wadden re: pleadings motions; emails re: settlement proposals.

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Invoice #755420 -- page 3

Date	TKID	Hours	Description				
03/24/21	JNW	.90	Preparing for and attending case	e confe	erence;	discovery plannir	ıg.
03/24/21	WMA	.80	Attendance at case management motion; telephone call with Pwere: same.				
03/25/21	WMA	.50	Telephone call with opposing consettlement.	ounsel	re: part	iculars, pleadings	s and
03/26/21	WMA	.50	Drafting e-mails to opposing coaffidavit of documents.	ounsel 1	e: disco	overy matters; fin	alizing
03/29/21	JNW	.20	Addressing issues re: pleadings				
03/29/21	WMA	1.10	Attending at videoconference was for discovery and response to de				t re: preparing
03/30/21	WBP	.40	Reviewing receiver's reports re Wilson re: same.	: impro	per trai	nsactions and disc	cussion with M.
03/30/21	WMA	.50	Drafting email to D. Vaillancou Knackstedt.	ırt and	J. Wado	len re: draft clien	t update re: T.
OUR FEE	E						\$15,867.00
TKID	NAME		НО	URS		RATE	TOTAL
WMA	Wilson,	Michael		16.60	hrs	\$685.00	\$11,371.00
JNW	Wadden	, Jason		4.40	hrs	\$890.00	\$3,916.00
WBP	Wiffen,	Bradley		0.40	hrs	\$710.00	\$284.00
CNI	Ierullo,	Christina		0.80	hrs	\$370.00	\$296.00
							\$15,867.00
TOTAL F	EES ON TI	HIS INVOI	CE				\$15,867.00
HST ON F	EES						2,062.71
TOTAL T	THIS INVO	DICE (CAN	(ADIAN DOLLARS)				\$17,929.71

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Invoice #755420 -- page 4

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E. & O. E. WBP /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234 goodmans.ca

Invoice #755420 -- page 5

#### STATEMENT OF ACCOUNTS RECEIVABLE (Does not include current invoice amount)

BALANCE DUE	TOTAL PAID/CR	INVOICE AMT	NUMBER	DATE
\$8,432.63	\$0.00	\$8,432.63	751303	01/12/21
\$5,621.19	\$0.00	\$5,621.19	752233	01/28/21
\$27,830.21	\$0.00	\$27,830.21	753874	02/26/21

TOTAL OUTSTANDING INVOICES (IN CDN)

Goodmans

\$41,884.03

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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Invoice #755420 -- page 6

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### **Canadian \$ General Account**

Goodmans

Beneficiary Bank: TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code: TDOMCATTTOR

Beneficiary: Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank: 0004

Beneficiary Transit: 12162

Beneficiary Account: 0552488

Payment Details: Re: Matter # 190956, Invoice # 755420

(Please include all invoice numbers)

\*\*Please also email Wire Payment Details to: collections@goodmans.ca

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

goodmans.ca

GST Registration Number R119422962

May 28, 2021

EcoHome Financial Inc. (on behalf of RSM Canada Limited) 501 - 130 King St W PO Box 158 Toronto, ON Canada M5X 1C7

Goodmans

ATTENTION: Oscar Strawczynski

OUR FILE NO. RSMB 190956 OUR INVOICE NO. 758385

GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

#### TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
04/01/21	WMA	.20	Emails with F. Tayar and J. Berger re: Global Eco Energy NOSIs; drafting email to EcoHome re: potential settlement options.
04/08/21	WMA	1.50	Drafting Amended Response to Demand for Particulars; reviewing emails of P. Soon re: same.
04/09/21	WMA	.60	Revising and serving Amended Response to Demand for Particulars; emails and telephone calls re: offer to settle with T. Knackstedt.
04/12/21	WMA	.30	Telephone call with D. Vaillancourt re: T. Knackstedt settlement; emails: re: T. Knackstedt settlement.
04/13/21	WMA	.40	Revising Minutes of Settlement with T. Knackstedt; telephone call with D. Vaillancourt re: same.
04/14/21	JNW	.10	Addressing settlement issues.
04/14/21	WMA	.20	Telephone call with D Vaillancourt re: T. Knackstedt settlement; reviewing and revising same.
04/19/21	CNI	.10	Communicating with M. Wilson re: affidavits of documents of opposing parties and next steps.

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33.19

Invoice #758385 -- page 2

					mvoice m/s	0303	page 2
Date	TKID	Hours	Description				
04/20/21	WMA	.20	Videoconference wi completing lawyer's	th RSM Canada re: Globa certificate re: same.	al Eco Energy tran	sfers;	
04/26/21	JNW	.20	Addressing next step	os in litigation and settlen	nent issues.		
04/28/21 WMA .30			d D. Vaillancourt re: sup documentary review re:		ctions;		
04/30/21	WMA	.20	.20 Preparing for and attending at Commercial List Chambers Appoi Knackstedt settlement.			ointmen	t re:
05/12/21	JNW	.10	Addressing issues re	e: release.			
05/12/21	WMA	.20	Telephone call with D. Vaillancourt re: amended pleading and Program Agreement; drafting pleading amendment.			1	
OUR FEE	E					\$3	,201.50
TKID	NAME			HOURS	RATE		TOTAL
JNW	Wadden	, Jason		0.40 hrs	\$890.00		\$356.00
WMA	Wilson,	Michael		4.10 hrs	\$685.00	\$	52,808.50
CNI	Ierullo,	Christina		0.10 hrs	\$370.00	\$	\$37.00 63,201.50
DISBURS	SEMENTS						
Deliver	ry - Courier	ſ			33.19		
TOTAL I	DISBURSE	EMENTS					\$33.19
TOTAL FEES ON THIS INVOICE \$3,201.50					,201.50		
HST ON F	FEES						416.20
NO	ON TAXA	BLE DISBU	JRSEMENTS		0.00		

Goodmans

TAXABLE DISBURSEMENTS

Goodmans

**Barristers & Solicitors** 

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234 goodmans.ca

Invoice #758385 -- page 3

TOTAL DISBURSEMENTS ON THIS INVOICE

\$33.19

HST ON TAXABLE DISBURSEMENT

4.31

TOTAL THIS INVOICE (CANADIAN DOLLARS)

\$3,655.20

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E. & O. E. WBP /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

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Telephone: 416.979.2211 Facsimile: 416.979.1234

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Invoice #758385 -- page 4

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### **Canadian \$ General Account**

Goodmans

Beneficiary Bank: TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code: TDOMCATTTOR

Beneficiary: Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank: 0004

Beneficiary Transit: 12162

Beneficiary Account: 0552488

Payment Details: Re: Matter # 190956, Invoice # 758385

(Please include all invoice numbers)

\*\*Please also email Wire Payment Details to: collections@goodmans.ca

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234 goodmans.ca

GST Registration Number R119422962 July 28, 2021

Goodmans

EcoHome Financial Inc. (on behalf of RSM Canada Limited) 501 - 130 King St W PO Box 158 Toronto, ON Canada M5X 1C7

ATTENTION: Oscar Strawczynski

OUR FILE NO. RSMB 190956 OUR INVOICE NO. 761698 GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

#### TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
06/13/21	WMA	.40	Drafting amendments to Statement of Defence and Cross-Claim; emails resame.
06/23/21	WMA	.30	Drafting email to RSM re: position re: P. Kemp litigation.
06/24/21	WBP	.40	Reviewing correspondence from counsel to Greensaving et al re: discharge of PPSA registration; reviewing court orders and related materials; corresponding with D. Vaillancourt re: same.
06/25/21	WMA	.50	Telephone call with D. Vaillancourt and M. Delgardo re: issues with settlement and amended claim.
07/02/21	WMA	.80	Drafting letter to F. Tayar re: customer inquiries; emails and telephone calls with J. Berger (RSM) re: same.
07/19/21	JNW	.20	Reviewing and revising settlement agreement and discharge order.
07/19/21	WBP	.60	Reviewing minutes of settlement re: EcoHome litigation and discussion with M. Wilson re: same.
07/19/21	WMA	1.30	Telephone call with D. Vaillancourt re: settlement; telephone call with B. Wiffen re: same; drafting revisions to Minutes of Settlement and drafting discharge order.
07/20/21	WBP	2.00	Discussion with Receiver re: discharge matters; reviewing and commenting on minutes of settlement and form of discharge order.

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234 goodmans.ca

Invoice #761698 -- page 2

0.00

Date	TKID	Hours	Description			
07/20/21	WMA	.30	Drafting revisions to settlement materials and telephone call with D. Vaillancourt re: same.	form of discharge	order;	
07/21/21	JNW	.20	Addressing issues re: Receiver discharge; reviagreement.	ewing and revisin	g settlement	
07/22/21	WBP	2.00	Discussion with counsel to EcoHome; reviews related materials re: purchased contracts.	ing Program Agre	ement and	
07/23/21	WBP	.80	Discussions with Receiver and counsel to Eco and related rights.	Home re: purchas	ed contracts	
07/26/21	WBP	1.70	Preparing letter to EcoHome re: residual asset Court orders and motion materials re: same; d same; corresponding with Receiver.			
07/26/21	WMA	.80	Drafting revisions to letter re: discharge order			
OUR FEE	2				\$8,695.00	
TKID	NAME		HOURS	RATE	TOTAL	
JNW	Wadden	Jason	0.40 hrs	\$890.00	\$356.00	
WBP	Wiffen,		7.50 hrs	\$710.00	\$5,325.00	
WMA	Wilson,	•	4.40 hrs	\$685.00	\$3,014.00	
					\$8,695.00	
DISBURS	EMENTS					
Process	Server		77.00			
TOTAL D	DISBURSE	MENTS			\$77.00	
TOTAL FI	EES ON TI	HIS INVOI	CE		\$8,695.00	
HST ON F	FEES				1,130.35	

Goodmans

NON TAXABLE DISBURSEMENTS

Goodmans

**Barristers & Solicitors** 

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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Invoice #761698 -- page 3

TAXABLE DISBURSEMENTS

77.00

TOTAL DISBURSEMENTS ON THIS INVOICE

\$77.00

HST ON TAXABLE DISBURSEMENT

10.01

TOTAL THIS INVOICE (CANADIAN DOLLARS)

\$9,912.36

THIS IS OUR ACCOUNT HEREIN GOODMANS LLP

E. & O. E. WBP /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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Invoice #761698 -- page 4

#### PAYMENT OPTIONS

Goodmans

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### **Canadian \$ General Account**

Beneficiary Bank: TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code: TDOMCATTTOR

Beneficiary: Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank: 0004

Beneficiary Transit: 12162

Beneficiary Account: 0552488

Payment Details: Re: Matter # 190956, Invoice # 761698

(Please include all invoice numbers)

\*\*Please also email Wire Payment Details to: collections@goodmans.ca

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

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GST Registration Number R119422962 September 9, 2021i

Goodmans

EcoHome Financial Inc. (on behalf of RSM Canada Limited) 501 -130 King St W PO Box 158 Toronto, ON Canada M5X 1C7

ATTENTION: Oscar Strawczynski

OUR FILE NO. RSMB 190956 OUR INVOICE NO. 764110

GST/HST REGISTRATION NO. R119422962

Re: Receivership of Eco Energy Home Services Inc.

#### TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
07/28/21	WBP	1.50	Reviewing and commenting on minutes of settlement and discharge order; discussions with M. Wilson re: same.
07/28/21	WMA	2.30	Reviewing and revising settlement materials; telephone calls with D. Vaillancourt re: same; telephone calls with B. Wiffen re: same.
07/29/21	WBP	1.80	Discussion with receiver re: settlement matters; corresponding with counsel to EcoHome and receiver re: revised minutes of settlement; discussions with counsel to EcoHome re: same; commenting on minutes of settlement.
07/29/21	WMA	.80	Emails and telephone calls with D. Vaillancourt re: minutes of settlement and release; drafting revisions to same.
07/30/21	WBP	1.30	Reviewing and commenting on minutes of settlement; corresponding with D. Vaillancourt re: same; discussion with receiver re: self-billing portfolio.
07/30/21	WMA	.40	Telephone calls with D. Vaillancourt and B. Wiffen re: settlement materials; emails with receiver re: same.
08/03/21	WMA	.40	Telephone call with D. Vaillancourt re: settlement agreement; reviewing same.
08/06/21	WMA	.40	Telephone calls and emails with client and opposing counsel re: settlement matters.
08/10/21	WMA	.40	Drafting email to B. Tannenbaum re: minutes of settlement; drafting emails to D. Vaillancourt re: same.

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Invoice #764110 -- page 2

Date	TKID	Hours	Description
08/11/21	WMA	.20	Emails with B. Wiffen and receiver re: settlement matters and discharge order; emails with PWC re: database.
08/16/21	WBP	4.80	Preparing receiver's report in support of motion for discharge order; reviewing previous reports and orders re: various factual matters.
08/17/21	WBP	3.60	Preparing receiver's report and form of discharge order; reviewing case materials re: same; discussion with receiver re: relevant lease contracts and self-billing contracts; correspondence with counsel to EcoHome re: transfer of records.
08/18/21	WBP	3.20	Preparing discharge motion materials; reviewing invoices for fee approval and making redactions for privileged and confidential matters.
08/18/21	WMA	.20	Telephone calls with D. Vaillancourt re: documentary issues.
08/23/21	WMA	1.20	Drafting revisions to receiver's report; emails with B. Wiffen re: same.
08/24/21	WBP	2.00	Preparing and updating motion materials for discharge order; corresponding with receiver.
08/24/21	WMA	2.10	Drafting motion materials (notice of motion and draft order) re: motion to dismiss; reviewing and revising draft receiver's report; reviewing release; emails with Court and counsel for EcoHome re: motion to discharge receiver.
08/25/21	WBP	.50	Attending to court materials for discharge motion.
08/25/21	WMA	1.20	Emails with D. Vaillancourt and B. Wiffen re: discharge order and motion materials; reviewing materials past litigation re: preparation of receiver's report.
08/26/21	WBP	1.40	Preparing fee approval affidavit and reviewing invoice history re: same; discussion with receiver re: discharge motion and related matters.
08/26/21	WMA	.30	Emails with receiver, EcoHome and counsel, and B. Wiffen re: discharge motion and related matters.
08/27/21	WBP	.50	Reviewing updated notice of motion; corresponding with receiver re: report; reviewing calculation of EcoHome claim amount.
08/27/21	WMA	1.60	Drafting revisions to motion materials re: discharge order; telephone call with EcoHome's counsel re: same; emails with B. Wiffen and service list re: same.
08/31/21	WBP	.40	Telephone call with S. Bresnark re: discharge motion; reporting email to receiver re: same.
09/08/21	WBP	1.00	Reviewing and commenting on receiver's report.

Goodmans



Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234

goodmans.ca

Invoice #764110 -- page 3

Date	TKID	Hours	Description
			•
09/08/21	WMA	1.30	Drafting revisions to receiver's report; emails with B. Wiffen re: same; telephone
			call with D. Vaillancourt re: same.

OUR FEE					\$24,448.00
TKID	NAME	HOURS		RATE	TOTAL
WBP	Wiffen, Bradley	22.00	hrs	\$710.00	\$15,620.00
WMA	Wilson, Michael	12.80	hrs	\$685.00	\$8,768.00
WP	Word Processing	0.60	hrs	\$100.00	\$60.00
					\$24,448.00
TOTAL F	EES ON THIS INVOICE				\$24,448.00
HST ON FEES					3,178.24
TOTAL THIS INVOICE (CANADIAN DOLLARS)				\$27,626.24	

THIS IS OUR ACCOUNT HEREIN GOODMANS LLP

E. & O. E. WBP /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.50% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

Goodmans

**Barristers & Solicitors** 

Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7

Telephone: 416.979.2211 Facsimile: 416.979.1234 goodmans.ca

goodinans.ca

Invoice #764110 -- page 4

#### **PAYMENT OPTIONS**

Cheque payable to GOODMANS LLP - mailed to our office; OR by Wire Transfer - to Goodmans account:

#### **Canadian \$ General Account**

Beneficiary Bank: TD Canada Trust

394 Bay Street

Toronto, ON M5H 2Y3

Swift Code: TDOMCATTTOR

Beneficiary: Goodmans LLP

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Beneficiary Bank: 0004

Beneficiary Transit: 12162

Beneficiary Account: 0552488

Payment Details: Re: Matter # 190956, Invoice # 764110

(Please include all invoice numbers)

\*\*Please also email Wire Payment Details to: collections@goodmans.ca

## THIS IS EXHIBIT "B" TO THE AFFIDAVIT OF BRADLEY WIFFEN SWORN BEFORE ME OVER VIDEOCONFERENCE, THIS 13<sup>TH</sup> DAY OF SEPTEMBER, 2021.

Michael With A Commissioner for Taking Affidavits

Exhibit "B"
Summary of the Goodmans Accounts for the Application Period

Date of Account	Fees	Costs	Taxes	Total
April 16, 2019	\$88,903.50	\$1,409.30	\$11,740.67	\$102,053.47
May 7, 2019	\$43,191.00	\$964.56	\$5,740.22	\$49,895.78
May 23, 2019	\$22,112.50	\$531.71	\$2,943.75	\$25,587.96
June 28, 2019	\$24,677.00	\$119.63	\$3,223.56	\$28,020.19
July 31, 2019	\$50,588.00	\$695.21	\$6,666.82	\$57,950.03
August 30, 2019	\$17,541.50	\$57.62	\$2,287.89	\$19,887.01
September 25, 2019	\$27,807.00	\$927.62	\$3,724.45	\$32,459.07
November 21, 2019	\$24,836.00	\$1,362.86	\$3,405.85	\$29,604.71
December 19, 2019	\$4,335.50	\$83.92	\$574.53	\$4,993.95
April 7, 2020	\$18,428.50	\$305.20	\$2,405.62	\$21,139.32
May 28, 2020	\$5,324.50	\$0.00	\$692.19	\$6,016.69
September 30, 2020	\$3,762.50	\$63.22	\$497.35	\$4,323.07
November 30, 2020	\$6,122.50	\$0.00	\$795.93	\$6,918.43
January 12, 2021	\$7,462.50	\$0.00	\$970.13	\$8,432.63
January 28, 2021	\$4,974.50	\$0.00	\$646.69	\$5,621.19
February 26, 2021	\$24,628.50	\$0.00	\$3,201.71	\$27,830.21
March 31, 2021	\$15,867.00	\$0.00	\$2,062.71	\$17,929.71
May 28, 2021	\$3,201.50	\$33.19	\$420.51	\$3,655.20
July 28, 2021	\$8,695.00	\$77.00	\$1,140.36	\$9,912.36
September 9, 2021	\$24,448.00	\$0.00	\$3,178.24	\$27,626.24
TOTAL	\$426,907.00	\$6,631.04	\$56,319.18	\$489,857.22

## THIS IS EXHIBIT "C" TO THE AFFIDAVIT OF BRADLEY WIFFEN SWORN BEFORE ME OVER VIDEOCONFERENCE, THIS 13<sup>TH</sup> DAY OF SEPTEMBER, 2021.

Michael Wich

A Commissioner for Taking Affidavits

**Exhibit "C" Summary of Activity by Goodmans Lawyers** 

Professional	Year of Call	Hourly Rate	Total Hours
Bradley Wiffen	2013	\$633.08	364.00
Jason Wadden	2002	\$863.24	111.90
Michael Wilson	2013	\$678.28	86.20
Michael Richards	2016	\$499.07	64.80
Dan Dedic	2010	\$735.00	0.90
Scott Kerr	2017	\$435.00	0.90
Daniela Cerrone	2020	\$325.00	0.80
Graham Smith	1986	\$1,045.00	0.50
Duncan Lurie	2020	\$325.00	0.50
		TOTAL HOURS	630.5
Blended Rate (excluding	\$665.89		

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

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

- and -ECOHOME FINANCIAL INC.

Applicant

ECO ENERGY HOME SERVICES INC.

Respondent

## SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) ONTARIO

Proceeding commenced at Toronto

# AFFIDAVIT OF BRADLEY WIFFEN (Sworn September 13, 2021)

## GOODMANS LLP

Toronto, Canada M5H 2S7 333 Bay Street, Suite 3400 Barristers & Solicitors

Jason Wadden LSO#: 46757M jwadden@goodmans.ca Bradley Wiffen LSO#: 64279L bwiffen@goodmans.ca Michael Wilson LSO#: 646740 mwilson@goodmans.ca

Tel: (416) 979-2211

Court-appointed receiver of Eco Energy Home Services Lawyers for RSM Canada Limited, in its capacity as

315- 18 Kenaston Gdns. Toronto, ON M2K 3C7

#### STEVEN BRESNARK

### Fax

To: Goodmans LLI		Fron		m:	"Same"	
Fax:	416.979.1234		Pag	ges:	3	
Phone:	416.979.2211		Da	te	October 23	3 <sup>rd</sup> , 2019
Re:	Small Claims Act	ion	Co:			
□ Urgent	X For Review	☐ Please Comr	ment	□ Pl	ease Reply	☐ Please Recycle
Comment	s:					· .
Diagon fin	d the attached En	al .				

Please find the attached Encl.

#### STEVEN BRESNARK

315- 18 Kenaston Gdns, Toronto, ON M2K 3C7 stevenbresnark@gmail.com

October 22<sup>nd</sup>, 2019

TO

GOODMANS LLP 333 Bay St #3400, Toronto, ON M5H 2S7

RE: Notice of Discontinued Claim filed in Toronto Small Claims Court

Please be advised that the action commenced in Toronto Small Claims Court has been discontinued.

Yours very truly,

Steven Bresnark

SB/sb

#### ONTARIO Superior Court of Justice

#### **Notice of Discontinued Claim**

Form 11.3A Ont. Reg. No.: 258/98

	TORONTO		SC-19-0000-10832-0000
	Small Claims Court	enternément learness and primité de problement part surreunness pérfédéde le learness de l'échaire le l'échaire	Claim No.
	47 Sheppard Ave Toronto, ON M2N		
	Address		AMOUNTAIN TAILANN
	416.326.3554		
4	Phone number		Astronomonomonom
BETWEEN			
	STEVE	N BRESNARK	
andra de la distributa de la desta de la dela del de la dela del de la dela de		# ## CE-05 ft-3 ft-4	Plaintiff(s)
		and	
GOODN	MANS LLP, ROBERT MICHAE	EL RICHARDS, JAS	ON ALBERT WADDEN
			Defendant(s)
<b></b>			
		against the following o	defendant(s) who did not file a defence:
Last name, or name of compa	any		
GOODMANS LLP	Canand nama	·····	Alas ta aug og
First name	Second name	[	Also known as
		l	
Last name, or name of compa	any		
First name	Second name		Also known as
ROBERT	MICHAEL		
7			
Last name, or name of compa	any		
First name	Second name	1	Also known as
JASON	ALBERT		
Additional defendar	nt(s) listed in attached page (li	ist in same format).	
October 10	, 20 19	Moremont	R
	8	Signatur) <b>TEVEN BRESNARK</b>	re of plaintiff or representative)
		15- 18 Kenaston Gd	
		oronto, ON M2K 3C	
	*Inherite		phone number of party or representative)
NOTE: THIS N	OTICE must be served on all	defendants who were	e served with the claim, and filed with
the cou	rt with proof of service. A clair	n may not be discont	tinued by or against a person under
disabilit	tv. except with leave of the cou	ırt	

Les formules des tribunaux sont affichées en anglais et en français sur le site <a href="https://www.ontariocourtforms.on.ca">www.ontariocourtforms.on.ca</a>. Visitez ce site pour des renseignements sur des formats accessibles.

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

#### ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE 23rd
JUSTICE	)	DAY OF SEPTEMBER, 2021

BETWEEN:

#### ECOHOME FINANCIAL INC.

**Applicant** 

- and -

#### ECO ENERGY HOME SERVICES INC.

Respondent

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 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

#### **DISCHARGE ORDER**

**THIS MOTION,** made by RSM Canada Limited, in its capacity as the Court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Eco Energy Home Services Inc. (the "**Debtor**"), for an order discharging the Receiver was heard this day by videoconference at 330 University Avenue, Toronto, Ontario.

**ON READING** the Eighth Report of the Receiver dated September 15, 2021 (the "**Eighth Report**"), the Minutes of Settlement attached as Appendix "B" to the Eighth Report (the "**Minutes of Settlement**"), the consent of the parties to the Action in CV-19-00619383-

00CL, and hearing the submissions of counsel for the Receiver, EcoHome Financial Inc. ("**EcoHome**") and such other counsel as were present and wished to be heard:

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

#### APPROVAL OF THE ACTIVITIES, FEES AND DISBURSEMENTS OF THE RECEIVER

- 2. **THIS COURT ORDERS** that the First Report of the Receiver dated April 3, 2019, the Second Report of the Receiver dated April 8, 2019, the Third Report of the Receiver dated April 25, 2019, the Fourth Report of the Receiver dated June 24, 2019, the Fifth Report of the Receiver dated July 25, 2019, the Sixth Report of the Receiver dated September 17, 2019, the Seventh Report of the Receiver dated October 3, 2019, and the Eighth Report, and the activities of the Receiver referred to therein, be and are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approvals.
- 3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set forth in the Eighth Report, are hereby approved.

#### **VESTING OF TRANSFERRED CONTRACTS**

4. **THIS COURT ORDERS** that all of the right, title and interest of the Debtor, if any, in and to (a) the Relevant Lease Contracts (as such term is defined in the Amended and Restated Consumer Lease Agreement dated November 23, 2015 between the Debtor and EcoHome), (b) the consumer lease contracts listed in Schedule "A" to the Minutes of Settlement, and (c) all other consumer lease contracts owned or administered by the Debtor (the property listed in (a), (b) and (c) being, collectively, the "**Transferred Contracts**") shall vest absolutely and exclusively in EcoHome, free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or

monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order (Appointing Receiver) of this Court dated April 3, 2019 or any other Order of the Court in these proceedings, and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "Encumbrances"). For greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Transferred Contracts are hereby expunged and discharged as against the Transferred Contracts.

5. **THIS COURT ORDERS** that the Receiver and its agents are authorized to release to EcoHome or its representatives all books and records relating to the Debtor that are in the possession of the Receiver or its agents (the "**Books and Records**"), including, without limitation, all hard copy documents, all electronic records, and all imaged or copied records obtained by the Receiver and its agents during the course of the receivership.

#### **DISCHARGE OF RECEIVER**

- 6. **THIS COURT ORDERS** that, upon the issuance of a certificate of the Receiver substantially in the form attached hereto as Schedule "A" confirming that all matters to be attended to in connection with the receivership have been completed to the satisfaction of the Receiver (the "Receiver's Discharge Certificate"), the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtor, provided however that, notwithstanding such discharge, the Receiver shall remain Receiver for the performance of such incidental or ancillary matters as may be required to complete the administration of the receivership (the "Receiver Incidental Matters").
- 7. **THIS COURT ORDERS** that, notwithstanding the discharge of the Receiver upon the issuance of the Receiver's Discharge Certificate, the Receiver shall continue to have the benefit of any of the rights, approvals, protections, releases and stays of proceedings in favour of the Receiver at law or pursuant to the Receivership Order dated April 3, 2019 or any other order made in these proceedings, including in connection with any Receiver Incidental Matters.

- 8. THIS COURT ORDERS AND DECLARES that, upon the issuance of the Receiver's Discharge Certificate, RSM Canada Limited and its affiliates, partners, employees, agents, counsel and other advisors (collectively, the "Released Persons") shall be and hereby are forever released and discharged from any and all liability that the Released Persons now have or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Receiver while acting in its capacity as Receiver herein, whether known or unknown, matured or unmatured, foreseen or unforeseen, including without limitation all liabilities relating to matters that were raised, or which could have been raised, in the within proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.
- 9. **THIS COURT ORDERS** that this Order is effective as of the date hereof without the need for entry or filing.

#### Schedule A – Form of Receiver's Discharge Certificate

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

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

BETWEEN:

#### ECOHOME FINANCIAL INC.

**Applicant** 

- and –

#### ECO ENERGY HOME SERVICES INC.

Respondent

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 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

#### RECEIVER'S DISCHARGE CERTIFICATE

#### **RECITALS**

- A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated April 3, 2019, RSM Canada Limited was appointed as receiver (the "Receiver") of the undertaking, property and assets of Eco Energy Home Services Inc. (the "Debtor").
- B. Pursuant to an Order of the Court dated September 21, 2021, the Receiver shall be discharged as Receiver of the Debtor upon the issuance of a certificate by the Receiver confirming that all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver.

#### THE RECEIVER CERTIFIES the following:

1.	All matters to be attended to in connec	ction wi	th the receivership of the I	Debtor have been
comp	leted to the satisfaction of the Receiver.			
2.	This certificate was issued by the Rece	eiver at _	[TIME] on	[DATE].
		court Servi	Canada Limited, in its ca appointed receiver of Ecces Inc. and not in its pers rate capacity	o Energy Home
		Per:		
			Name:	
			Title:	

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

and ECO ENERGY HOME SERVICES INC.

ECOHOME FINANCIAL INC.

Applicant

Respondent

# ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

# DISCHARGE ORDER

# **GOODMANS LLP**

Barristers and Solicitors 3400-333 Bay Street Toronto, ON M5H 2S7

Jason Wadden LSO# 46757M jwadden@goodmans.ca

Bradley Wiffen LSO# 64279L

bwiffen@goodmans.ca

Michael Wilson LSO# 646740

mwilson@goodmans.ca

Tel: (416) 979-2211

Lawyers for the RSM Canada Limited, in its capacity as court-appointed receiver of Eco Energy Home Services Inc.

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

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

Proceeding commenced at Toronto

#### MOTION RECORD

#### GOODMANS LLP

Barristers and Solicitors 3400-333 Bay Street Toronto, ON M5H 2S7

**Jason Wadden** LSO# 46757M *jwadden@goodmans.ca* 

**Bradley Wiffen** LSO# 64279L bwiffen@goodmans.ca

**Michael Wilson** LSO# 646740 *mwilson@goodmans.ca* 

Tel: (416) 979-2211

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