

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

SEVENTH REPORT OF THE RECEIVER

October 3, 2019

Table of Contents

I. INTRODUCTION AND PURPOSE OF THE SEVENTH REPORT..... 1

II. THE ACTION 2

III. NOTICES ISSUED BY RECEIVER..... 4

IV. THE CONFIRMATION OF STAY ORDER..... 5

V. CONCLUSION 5

I. INTRODUCTION AND PURPOSE OF THE SEVENTH REPORT

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”.
2. Subsequently, on April 16, 2019, Eco Energy was adjudged bankrupt, and RSM Canada Limited was appointed as trustee of the estate (the “**Trustee**”).
3. Paragraphs 9 and 10 of the Appointment Order, as well as section 69.3(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”), set out the stay of proceedings (the “**Stay**”) applicable to all creditors of the Debtor. Specifically, no action against the Debtor can be commenced or continued without the written consent of the Receiver, or with leave of this Court.
4. This Seventh Report is filed by the Receiver in support of a motion seeking an order (the “**Confirmation of Stay Order**”) confirming that the action commenced by Steven Bresnark and Teresita Tan against the Debtor in the Ontario Small Claims Court (having Court File No. SC-18-0000-3437-0000) (the “**Action**”) is stayed and that the Plaintiffs (as defined below) are prohibited from taking any enforcement steps in connection with such action.
5. The Receiver believes that the Confirmation of Stay Order will ensure that no further resources of the Debtor’s estate will be unnecessarily diverted in an effort

to enforce addressed matters that have been stayed by the Court or to otherwise enforce the Stay as set out in the Appointment Order.

Terms of Reference

6. In preparing this Seventh 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 third party sources, including the principal and other employees of the Debtor and the Debtor's affiliates (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.
7. Unless otherwise stated, all dollar amounts contained in this report are expressed in Canadian dollars.

II. THE ACTION

8. At a trial held at the Toronto Small Claims Court on April 8, 2019, Mr. Stephen Bresnark and Ms. Teresita Tan (collectively, the "**Plaintiffs**") were awarded a judgment in the amount of \$25,000 plus costs of \$1,060 and pre-judgment interest against the Debtor (the "**Judgment**"). The Receiver notes that the Judgment was issued subsequent to the Receiver's appointment on April 3, 2019, at which time

the Stay under the Appointment Order was in force. The Receiver had no notice of the trial held on April 8, 2019.

9. On April 8, 2019, the Receiver sent a letter to TD Bank ("TD") to, *inter alia*, advise TD of the Receiver's appointment and request that all accounts registered to the Debtor be frozen, effective immediately. A copy of the Receiver's letter to TD is attached as Appendix "B" to this report.
10. TD received a Notice of Garnishment from the Toronto Small Claims Court on April 12, 2019, with instructions to remit \$26,395.68 to the clerk of the Toronto Small Claims Court in respect of the Judgment. A copy of the Notice of Garnishment is attached as Appendix "C" to this report.
11. Due to the Stay, and the freezing of the debtor's accounts requested by the Receiver, TD was unable to comply with the garnishment order.
12. Notwithstanding the Stay, the Plaintiffs have continued their efforts to enforce the Judgment. On August 1, 2019, the Toronto Small Claims Court held a Garnishment Hearing on this matter. Representatives of the Debtor, the Receiver, and TD were not present at the hearing, as notice of the hearing was not served in accordance with the Rules of Civil Procedure.
13. At the August 1, 2019 Garnishment Hearing, costs in the amount of \$300 were awarded against TD, in favour of the Plaintiffs, as appears from the endorsement attaches as Appendix "D" to this report.
14. The Garnishment Hearing was adjourned until October 10, 2019, at which time the Toronto Small Claims Court intends to hear this matter.

III. NOTICES ISSUED BY RECEIVER

15. On September 23, 2019, the Receiver sent a letter to the Toronto Small Claims Court, via registered mail, to advise it of the Stay, and to request that the hearing scheduled for October 10, 2019 be cancelled. A copy of the Receiver's letter to the small claims court is attached as Appendix "E" to this report.
16. Also on September 23, 2019, the Receiver sent a letter to the Plaintiffs, advising that the Stay remained in force, and that no further action should be taken by the Plaintiffs to enforce the Judgment. A copy of the Receiver's letter to the Plaintiffs is attached as Appendix "F" to this report.
17. In response to the Receiver's letter, the Plaintiffs filed a complaint with the Office of the Superintendent of Bankruptcy ("OSB"). In the complaint, the Plaintiffs alleged, *inter alia*, that:
 - i) the Receiver is "complicit in a massive fraud and/or receiving kickbacks" from the Debtor;
 - ii) the Receiver "went so far to intimidate the Plaintiffs to seek costs on a substantial indemnity basis if they pursue litigation proceedings" against the Debtor;
 - iii) "they [the Receiver] are also concealing evidence and are working in conjunction with T-D Canada Trust"; and
 - iv) in reference to the Receiver's letter to the small claims court dated September 23, 2019, "there was nothing sent by the Receiver to the Court, this is a fabrication, a deceitful and manipulative attempt to undermine the integrity of the Court process".

IV. THE CONFIRMATION OF STAY ORDER

18. In view of the foregoing, the Receiver requests that the Court grant the proposed Confirmation of Stay Order, confirming:

- i) That the Action is stayed pursuant to paragraphs 9 and 10 of the Appointment Order and section 69.3(1) of the BIA;
- ii) any judgment granted in the Action following the issuance of the Appointment Order or bankruptcy of the Debtor is null, void and of no force or effect and is hereby vacated;
- iii) the costs award against TD Bank in the amount of \$300 awarded by the Toronto Small Claims Court on August 1, 2019, is null, void and of no effect, and any amounts paid to by TD Bank to the Plaintiffs pursuant to such costs award shall be forthwith repaid by them to TD Bank;
- iv) the Garnishment Hearing currently scheduled for October 10, 2019, in respect of the Action is hereby stayed and shall not proceed; and
- v) the Plaintiffs are prohibited and enjoined from taking any step to advance or prosecute the Action and from taking any step to enforce any judgment granted in the Action, including, but not limited to, taking any step to advance to the Garnishment Hearing or any other enforcement process.

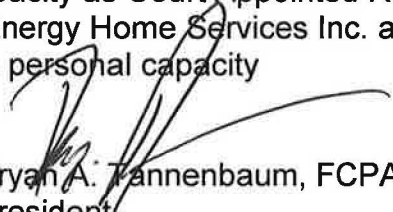
V. CONCLUSION

19. The Receiver believes that it is appropriate in the circumstances for the Court to affirm the Stay as it relates to the Action. Accordingly, the Receiver recommends that the Court grant the proposed Confirmation of Stay Order.

All of which is respectfully submitted to this Court as of this 3rd day of October, 2019.

RSM CANADA LIMITED

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



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

A

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE **MADAM**)WEDNESDAY, THE 3RD **DAY**~~DAY~~

)

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:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter

instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$200,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

(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 <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) 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: www.rsmcanada.com/eco-energy-home-services-inc.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor, 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 A 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 number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

RSM Canada Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

ECOHOME FINANCIAL INC.

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 M5J 2T9

Tel: 416.863.1500
Fax: 416.863.1515

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

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

Lawyers for the Applicant

B

April 8, 2019

Our File No.: 182500

Without Prejudice

Delivered by Courier

TD Bank and its subsidiaries
c/o 66 Wellington St. W
15th Floor, TD Tower
Toronto, ON M5K 1A2

**Attention: Legal Department, General
Counsel**

Dear Sirs/Mesdames:

Re: URGENT - Mareva Order

EcoHome Financial Inc. v. Eco Energy Home Services Inc. (CV-19-614122-00CL)

We act for RSM Canada Limited, in its capacity as the Court-appointed receiver of all of the assets, undertakings and properties of Eco Home Energy Services Inc.

Enclosed please find an Access and Preservation Order (being in part a Mareva Order) granted by the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated April 8, 2019 (the “**Order**”). The Order (a) provides that Greensaving Group Inc., 2360777 Ontario Inc. o/a Global Eco Energy Group, D&G Enterprise Inc., Can-Service Inc., and 2586322 Ontario Inc. o/a Air Quality Dunrite (collectively, the “**Debtor Affiliates**”) are restrained from directly or indirectly, by any means whatsoever, selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Debtor Affiliates, wherever situate, and (b) directs any bank, credit union or other financial institution having notice of the Order (the “**Banks**”) to forthwith freeze and prevent any removal or transfer of monies or assets of (i) the Debtor Affiliates held in any account or on credit on behalf of the Debtor Affiliates with the Banks, or (ii) any proceeds held by any person from the sale of the Debtor’s lease agreements to Simply Green or an affiliate thereof, in each case until and including April 15, 2019 (as such date may be extended by the Court, the “**Restricted Period**”), but all subject to the permitted payments of payroll expenses pursuant to paragraph 17 of the Order.

Delivered by Courier and Facsimile

TD Canada Trust
Specialized Demands Group
4720 Tahoe Boulevard, 3rd floor
Mississauga, ON L4W 5P2

Attention: Rosanna Paolitto

Accordingly, we write to demand that, pursuant to the Order, you and your subsidiaries refrain from providing the Debtor Affiliates with access to any accounts that they may have with you during the Restricted Period.

The Order also directs the Banks, including TD Bank and any of its subsidiaries, to forthwith disclose and deliver to the Receiver any and all records held by the Banks concerning the Debtor Affiliates' assets and accounts, including the existence, nature, value and location of any monies or assets or credit held by or on behalf of the Debtor Affiliates with the Banks.

Please contact the Receiver using the contact information listed below as soon as possible to arrange for delivery of such records:

RSM Canada Limited, Court-Appointed Receiver of Eco Energy Home Services Inc.
11 King St. W, Suite 700, Box 27
Toronto, ON M5H 4C7

Attention: Jeffrey Berger

You are encouraged to contact Jeffrey Berger of the Receiver's office at 647-726-0496 or jeff.berger@rsmcanada.com to arrange for the delivery of such records.

Should you have any questions or concerns please do not hesitate to contact the undersigned.

Yours truly,

Goodmans LLP

Jason Wadden per: BW

Jason Wadden
JW/
Encl.

cc: RSM Canada Limited

6929678

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM
JUSTICE CONWAY

)
)
)

MONDAY , THE 8TH
DAY OF APRIL, 2019



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**

ACCESS AND PRESERVATION ORDER

NOTICE

If you, a Debtor Affiliate or Affiliated Person (each as defined below), disobey this Order, you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least twenty-four (24) hours' notice to the Receiver (as defined below) for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this Order and does anything which helps or permits a Debtor Affiliate or Affiliated Person to breach the terms of this Order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made, without notice, by RSM Canada Limited in its capacity as the Court-appointed receiver (the “**Receiver**”) of all of the assets, undertakings and properties of Eco Energy Home Services Inc. (the “**Debtor**”) for an order authorizing the Receiver to access and preserve the Property and Records of the Debtor or which may relate to the Debtor that may be in the possession or control of Greensaving Group Inc., 2360777 Ontario Inc. o/a Global Eco Energy Group, D&G Enterprise Inc., Can-Service Inc., and 2586322 Ontario Inc. o/a Air Quality Dunrite (each a “**Debtor Affiliate**” and collectively, the “**Debtor Affiliates**”) and granting related relief, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Brent Houlden sworn February 7, 2019, the affidavit of Brent Houlden sworn February 28, 2019, the Report of Investigative Procedures of BDO Canada LLP dated March 8, 2019, the First Report of the Receiver dated April 3, 2019, and the Second Report of the Receiver dated April 8, 2019, and on hearing the submissions of counsel to the Receiver:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion is hereby abridged and validated so that this motion is property returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Order of this Court dated April 3, 2019 (the “**Receivership Order**”).

ACCESS TO AFFILIATE PREMISES AND COMPUTER SYSTEMS

3. **THIS COURT ORDERS** that, without limiting the Receivership Order or the Access Order of this Court dated April 4, 2019 (the “**Access Order**”), (i) the Debtor Affiliates, (ii) the directors, officers, employees, agents and representatives of the Debtor Affiliates, including but not limited to David Ouyang, Tony Tam, Bianca Myles-Jansen and Trent Knackstedt (collectively, the “**Affiliate Representatives**”), and (iii) any other Person appearing to be in charge of the Affiliate Premises (as defined below), shall grant entry and permit re-entry into the offices and premises from which any Debtor Affiliate carries on business (the “**Affiliate**

Premises”), including, without limitation, the offices and premises located at 4438 Sheppard Avenue East, Unit 311, Toronto, Ontario; 12 Bradwick Drive, Concord, Ontario; 885 Progress Avenue, Toronto, Ontario; 305-7130 Warden Ave., Markham, Ontario; and 160 Applewood Crescent, No. 15, Concord, Ontario to (a) the Receiver and its representatives and counsel, (b) any information technology or computer systems specialists retained by the Receiver, and (c) any representatives of a security company hired by the Receiver (collectively, the “**Authorized Persons**”) for the purpose of obtaining Records pursuant to paragraphs 5 and 6 of the Receivership Order, investigating whether the Debtor Affiliates are in possession of any Property of the Debtor, and investigating whether the Debtor Affiliates or the Affiliate Representatives have engaged in conduct that constitutes a fraudulent conveyance, transfer at undervalue, or other prohibited, illegal or fraudulent transactions to the detriment of the Debtor and its estate. Without limiting the foregoing, the Authorized Persons shall be permitted to do the following at the Affiliate Premises:

- (a) have access to all servers and operating, accounting, computer and information technology systems located at the Affiliate Premises (collectively, the “**Computer Systems**”);
- (b) make and retain an electronic, digital or physical copy of all or any data and information on the Computer Systems to enable the Receiver to review and determine whether any data or information on the Computer Systems constitutes Records or Property of the Debtor or is otherwise relevant to the Debtor or these proceedings; and
- (c) review and make an electronic, digital or physical copy of any books, documents, records, papers or information in non-electronic form that in the reasonable opinion of the Receiver may constitute Records or Property of the Debtor or otherwise be relevant to the Debtor or these proceedings.

4. **THIS COURT ORDERS** that a sheriff, the Toronto Police Service, and any other police service having jurisdiction in the locality of any Premise are hereby authorized, at the request of the Receiver, to keep the peace in the carrying out of this Order.

5. **THIS COURT ORDERS** that the Authorized Persons are authorized and permitted to record by audio, video or photograph the Affiliate Premises, the Computer Systems, and any acts, conversations and discussions occurring while the Authorized Persons are present at or gaining entry to the Affiliate Premises, with the exception of any communications between the Debtor Affiliates or the Affiliate Representatives with their respective counsel.

6. **THIS COURT ORDERS** that any information technology, computer or similar specialist currently or previously engaged by the Debtor, any Debtor Affiliate or any Affiliate Representative, including but not limited to Devon Persaud and Raza Farooq, that is in possession of, or has the ability to access, any data or information (wherever located, including on any external or cloud-based repository) that constitutes Records of the Debtor or is otherwise relevant to the Debtor or these proceedings shall, immediately upon being provided with notice of this Order and without any prior communication with the Debtor, any Debtor Affiliates or any Affiliate Representative, grant the Receiver unfettered access to any such data, information or Records for the purpose of allowing the Receiver to recover and fully copy all such data, information and Records and shall provide the Receiver with instructions on the use of any applicable computer system or repository and with any and all access codes, passwords, account names, account numbers or other information that may be required to gain access to such computer system or repository.

7. **THIS COURT ORDERS** that the Debtor Affiliates, the Affiliate Representatives, and any other Persons on site at the Affiliate Premises shall cooperate fully with the Receiver in the exercise of its rights pursuant to this Order, the Receivership Order and the Access Order, and shall:

- (a) advise the Receiver of the existence at the Affiliate Premises of any Computer Systems and Records or Property of the Debtor or the Debtor Affiliates;
- (b) grant the Authorized Persons unfettered access to and use of the Computer Systems for the purposes set forth in this Order; and
- (c) provide the Authorized Persons with all such assistance in gaining immediate access to the Computer Systems as the Receiver may in its discretion require,

including providing the Authorized Persons with instructions on the use of the Computer Systems and any and all access codes, passwords, account names, account numbers or other information that may be required to gain access to the Computer Systems.

8. **THIS COURT ORDERS** that nothing in this Order shall require the delivery to the Receiver of records of the Debtor Affiliates which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client privilege or due to statutory provisions prohibiting such disclosure.

9. **THIS COURT ORDERS** that the authorizations set forth in this Order shall apply notwithstanding any lease, sublease or other arrangement pursuant to which the Debtor Affiliates may occupy the Affiliate Premises or any portion thereof.

10. **THIS COURT ORDERS** that, except with the prior written authorization of the Receiver or pursuant to further order of this Court, no Person, including the Debtor Affiliates and the Affiliate Representatives, shall alter, erase, destroy, transfer, interfere with or remove any data, information or digital or electronic records from the Computer Systems or the Affiliated Premises, notwithstanding the terms of any pre-existing document retention policy.

11. **THIS COURT ORDERS** that the Receiver is authorized and directed to forthwith review the records, documents and information it obtains from the Debtor Affiliates and the Affiliated Premises pursuant to this Order for the purposes of determining the records, documents and information that belong (or belonged) to the Debtor or relate (or related) to the business and affairs of the Debtor or the Lease Contracts that constitute a Purchased Asset (as such terms are defined in the Amended and Restated Consumer Lease Program Agreement dated as of November 12, 2015 between the Debtor and EcoHome Financial Inc. (the “**Program Agreement**”)) pursuant to the Program Agreement.

PRESERVATION OF DEBTOR ASSETS

12. **THIS COURT ORDERS** that, without limiting anything in the Receivership Order, the Debtor Affiliates and the Affiliate Representatives shall not do any of the following except with the prior written authorization of the Receiver or pursuant to further order of this Court:

- (a) receive any Property (or former Property) of the Debtor or transfer or convey any Property (or former Property) of the Debtor to any Person, and shall promptly furnish to the Receiver any Property of the Debtor previously transferred or conveyed to the Debtor Affiliates or the Affiliate Representatives;
- (b) transfer or change any of the Debtor's accounts (or former accounts) or related access rights (or former access rights) with third party service providers or contact any Person for such purpose; or
- (c) contact or communicate with any Customer that is party to a Lease Contract that constitutes a Purchased Asset pursuant to the Program Agreement. If the Debtor Affiliates or the Affiliate Representatives receive an unsolicited communication (including any email or telephone communication) from any Customer or any other Person in respect of a Lease Contract, the Person receiving such unsolicited communication shall immediately inform the Receiver of such communication and the content thereof and the Receiver (or any Person designated by the Receiver) shall be solely permitted to contact or communicate with such Customer or other Person.

13. **THIS COURT ORDERS** that, until and including April 15, 2019 (as such date may be extended by the Court, the "**Restricted Period**"), no Debtor Affiliate or Affiliate Representative shall request that a notice of security interest under the *Personal Property Security Act* (Ontario) or any other personal property registry system (a "**NOSI**") be registered, altered or transferred, and no Person shall permit, effect, register or recognize the alternation or transfer of a NOSI in the name of the Debtor or a Debtor Affiliate, without the consent of the Receiver.

14. **THIS COURT ORDERS** that, during the Restricted Period, the Debtor Affiliates, and anyone else acting on their behalf or in conjunction with any of them, and any and all Persons

with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with any assets of the Debtor Affiliates, wherever situate;
- (b) instructing, requesting, counselling, demanding or encouraging any other Person to do so; or
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

15. **THIS COURT ORDERS** any bank, credit union or other financial institution having notice of this Order (collectively, the “**Banks**”) to forthwith freeze and prevent any removal or transfer of monies or assets of (i) the Debtor Affiliates held in any account or on credit on behalf of the Debtor Affiliates with the Banks or (ii) any proceeds held by any Person from the sale of the Debtor’s lease agreements to Simply Green or an affiliate thereof, until the expiry of the Restricted Period.

16. **THIS COURT ORDERS** that the Banks shall forthwith disclose and deliver to the Receiver any and all records held by the Banks concerning the Debtor Affiliates’ assets and accounts, including the existence, nature, value and location of any monies or assets or credit, whether situate, held by on behalf of the Debtor Affiliates with the Banks.

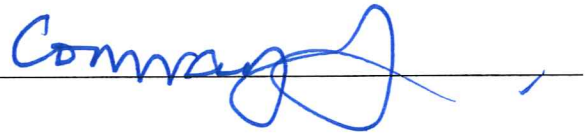
17. **THIS COURT ORDERS** that, notwithstanding paragraphs 15 or 16 or anything else to the contrary in this Order, the Debtor Affiliates shall be permitted to make (i) regularly scheduled payroll payments to employees of the Debtor Affiliates pursuant to *bona fide* employment arrangements in existence as of April 5, 2019 (which, for greater certainty, shall not include the payment of any bonuses or similar non-ordinary course payments), and (ii) such other payments as the Receiver may permit or may be ordered by this Court.

COMEBACK AND OTHER PROVISIONS

18. **THIS COURT ORDERS** that the Debtor Affiliates may apply to this Court to vary or amend this Order on (i) April 15, 2019; (ii) on not less than 24 hours' notice to the Receiver and its counsel prior to April 15, 2019 with respect to paragraph 17 of this Order; or (iii) upon such other notice or at a 9:30 appointment on such date as may be specified by this Court.

19. **THIS COURT ORDERS** that the Receiver may apply to this Court at any time, with or without notice to the Debtor or any other party likely to be affected, to seek the addition of any Person as a Debtor Affiliate or Affiliate Representative, or any offices or premises as Affiliate Premises, for purposes of this Order.

20. **THIS COURT ORDERS** that the granting of this Order is without prejudice to the rights of the Receiver and EcoHome Financial Inc. arising out of the refusal or failure of any Person to comply with the Receivership Order or the Access Order.



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

APR 08 2019

PER / PAR: 

ECOHOME FINANCIAL INC.

and

ECO ENERGY HOME SERVICES INC.

Applicant

Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
 PROCEEDING COMMENCED AT TORONTO

ACCESS AND PRESERVATION ORDER

GOODMANS LLP

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

Jason Wadden LSO# 46757M
 jwadden@goodmans.ca

Bradley Wiffen LSO# 64279L
 bwiffen@goodmans.ca

Tel: (416) 979-2211
 Fax: (416) 979-1234

Lawyers for the Receiver

C

0565-191010239

Notice of Garnishment

Form 20E Ont. Reg. No.: 258/98

SC-18-00003437-0000

Claim No.

TORONTO

Small Claims Court

(Seal)

**47 Sheppard Ave., East, 3rd Fl.
Toronto, ON M2N 5N1**

Address

416-326-3554

Phone number

Creditor

Additional creditor(s) listed on the attached Form 1A.

Last name, or name of company BRESNRK <i>Bresnark</i>		
First name STEVEN	Second name	Also known as
Address (street number, apt., unit) 315- 18 Kenaston Gdns		
City/Town Toronto	Province ON	Phone no. 416-783-8236
Postal code M2K 3C7		Fax no.
Representative		LSUC #
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code		Fax no.

Debtor

Last name, or name of company ECO ENERGY HOME SERVICES INC.		
First name	Second name	Also known as
Address (street number, apt., unit) 3761 Victoria Park Ave. Units 10- 11		
City/Town Toronto	Province ON	Phone no. (905) 475-6888
Postal code M1W 3S3		Fax no.

Garnishee

Last name, or name of company TD-CANADA TRUST		
First name	Second name	Also known as
Address (street number, apt., unit) 2038 Kipling Avenue, Toronto, ON M9W 4K1		
City/Town Toronto	Province ON	Phone no. 416-745-9940
Postal code		Fax no. 416-747-3954

NOTE: THE CREDITOR SHALL SERVE THIS NOTICE on the debtor with an Affidavit for Enforcement Request (Form 20P) and serve on the garnishee this notice with a blank Garnishee's Statement (Form 20F).

Les formulaires des tribunaux sont affichés en anglais et en français sur le site www.ontariocourtforms.on.ca. Visitez ce site pour des renseignements sur des formats accessibles.

SC-18-00003437-0000

Claim No.

Plaintiff No. 2

Defendant No.

Last name, or name of company TAN		
First name TERESITA	Second name	Also known as
Address (street number, apt., unit) 140 Baycrest Avenue		
City/Town Toronto	Province ON	Phone no. 416-783-8236
Postal code M6A 1W5	Fax no.	
Representative	LSUC #	
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code	Fax no.	

Plaintiff No.

Defendant No.

Last name, or name of company		
First name	Second name	Also known as
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code	Fax no.	
Representative	LSUC #	
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code	Fax no.	

Plaintiff No.

Defendant No.

Last name, or name of company		
First name	Second name	Also known as
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code	Fax no.	
Representative	LSUC #	
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code	Fax no.	

TO THE GARNISHEE:

The creditor has obtained a court order against the debtor. The creditor claims that you owe or will owe the debtor a debt in the form of wages, salary, pension payments, rent, annuity or other debt that you pay out in a lump-sum, periodically or by instalments. (A debt to the debtor includes both a debt payable to the debtor alone and a joint debt payable to the debtor and one or more co-owners.)

YOU ARE REQUIRED TO PAY to the clerk of the TORONTO Small Claims Court (Garnishment issuing court)

- (a) all debts now payable by you to the debtor, within 10 days after this notice is served on you; and
(b) all debts that become payable by you to the debtor after this notice is served on you and within 6 years after this notice is issued, within 10 days after they become payable.

The total amount of all your payments to the clerk is not to exceed \$ 26,395.68 (Amount unsatisfied) 26,578.62

THIS NOTICE IS LEGALLY BINDING ON YOU until it expires or is changed, renewed, terminated or satisfied. If you do not pay the total amount or such lesser amount as you are liable to pay, you must serve a Garnishee's Statement (Form 20F) on the creditor and debtor, and file it with the clerk within 10 days after this notice is served on you.

EACH PAYMENT, payable to the Minister of Finance, MUST BE SENT with a copy of the attached garnishee's payment notice to the clerk at the above court address.

If your debt is jointly owed to the debtor and to one or more co-owners, you must pay the debtor's appropriate share of the amount now payable, or which becomes payable, or such a percentage as the court may order.

The amounts paid into court shall not exceed the portion of the debtor's wages that are subject to seizure or garnishment under Section 7 of the Wages Act (information available at: www.attorneygeneral.jus.gov.on.ca and www.e-laws.gov.on.ca). The portion of wages that can be garnished may be increased or decreased only by order of the court. If such a court order is attached to this notice or is served on you, you must follow the direction in that court order.

April 9th, 20 19 [Signature of clerk]

CAUTION TO GARNISHEE: IF YOU FAIL TO PAY to the clerk the amount set out in this notice and do not file a Garnishee's Statement (Form 20F) disputing garnishment, JUDGMENT MAY BE OBTAINED AGAINST YOU BY THE CREDITOR for payment of the amount set out above, plus costs. If you make a payment to anyone other than the clerk of the court, you may be liable to pay again [R. 20.08(17) and (18)].

NOTE: Any party or interested person may complete and serve a Notice of Garnishment Hearing (Form 20Q) to determine any matter related to this notice. To obtain forms and self-help materials, attend the nearest Small Claims Court or access the following website: www.ontariocourtforms.on.ca.

The top portion of the garnishee's payment notice, below, is to be completed by the creditor before the Notice of Garnishment is issued. Where it is anticipated that more than one payment will be made by the garnishee, the creditor should supply extra copies of the garnishee's payment notice. Additional copies of the garnishee's payment notice are available at court offices or online at www.ontariocourtforms.on.ca (see Form 20E or 20E.1).

GARNISHEE'S PAYMENT NOTICE

Make payment by cheque or money order payable to the Minister of Finance and send it, along with this payment notice to the clerk of the court at the following address:

Court address: 47 Sheppard Avenue East, 3rd Fl., Toronto, ON M2N 5N1

Claim No.: SC-18-00003437-0000

Creditor: STEVEN BRESNARK; and TERESITA TAN

Debtor: ECO ENERGY HOME SERVICES INC.

Garnishee: TD-CANADA TRUST 004-15522

TO BE COMPLETED BY GARNISHEE FOR EACH PAYMENT

Date of payment: April 12, 20 19

Amount enclosed: \$ 26,395.68

ONTARIO
Superior Court of Justice

Garnishee's Statement
Form 20F Ont. Reg. No.: 258/98

TORONTO
Small Claims Court
47 Sheppard Ave., East, 3rd Fl.
Toronto, ON M2N 5N1
Address
416-326-3554
Phone number

SC-18-00003437-0000
Claim No.

BETWEEN

STEVEN BRESNARK; and TERESITA TAN

Creditor(s)

and

ECO ENERGY HOME SERVICES INC.

Debtor(s)

Name of Garnishee **TD-CANADA TRUST**

(Full legal name of garnishee)

A Notice of Garnishment was issued on **April 9th**, 20 **19**, naming me/us as garnishee
in relation to the debtor **ECO ENERGY HOME SERVICES INC.**

(Name of debtor)

I/WE DO NOT OWE and do not expect to owe to the debtor the amount set out in the Notice of Garnishment for the following reason(s):

*full payment of \$ 26,395.68
on April 12, 2019*

I/WE OWE OR WILL OWE the debtor (or the debtor and one or more co-owners), wages or periodic payments based on the terms explained below:

(State the amount(s) and how often the debtor is paid. If the debtor is paid wages, state the gross amount of the debtor's wages before any deductions required by law and the net amount after those deductions, and attach a copy of a pay slip. If you owe or will owe the debtor a lump sum, state when and how much will be paid.)

Les formules des tribunaux sont affichées en anglais et en français sur le site www.ontariocourtforms.on.ca. Visitez ce site pour des renseignements sur des formats accessibles.

I/We are making payment of less than the amount stated because the debt is owed to the debtor and to one or more co-owners, or for another reason explained below:

(Identify the amount(s) and percentage owed to the debtor and each co-owner)

Co-owner(s) of the debt:

(Full legal name(s))

(Address (street & number, unit, municipality, province))

I/We are not making a payment at this time or are making a payment of less than the amount stated because I/we have been served with other notice(s) of garnishment against the debtor. (Provide details below.)

Name of creditor

Name of issuing court

Location of court or Sheriff's Office where payment is currently being made

Date Notice of Garnishment received

I/We will dispute the garnishment by completing and serving a Notice of Garnishment Hearing (Form 20Q) on the creditor, debtor and co-owner(s) of the debt (if any) and any other interested person, and filing it with the clerk of the court.

11 APR 2019, 20

CC: Credit to Debt

Aurora Rodriguez
Garnishment Officer

(Address, phone and fax number of garnishee or representative)

NOTE TO GARNISHEE:

The garnishee must serve a copy of the Garnishee's Statement on the creditor and the debtor and file it with the court. You can get an electronic version of this form online at www.ontariocourtforms.on.ca.

NOTE TO CREDITOR:

A creditor who is served with a Garnishee's Statement must send it to the co-owners of the debt, if any, together with a Notice to Co-owner of Debt (Form 20G). You can get forms at court offices or online at www.ontariocourtforms.on.ca.



To: Creekside CAS, Legal Demands Department Transit #3906

From: Br# 1552

Branch Action

Note: Your branch could receive a notice to appear in court, and/or the bank could be held liable for the funds if your branch does not complete these procedures immediately upon receipt of the documentation. For more information, please refer to **Account Administration Manual - Section 05**

1. Indicate **date and time** document delivered to Branch: 04/09/19 Time document delivered: 10:45 (AM/PM)
2. Customers' Full Name: Eco Energy Home Services Inc.
3. Account number(s): 5281488 Br 1552
4. Amount specified in the document: 30/90 \$ 26,395.68
5. (a) Lodge a **partial hold** on all account(s) if the account balance, excluding overdraft, is more than the amount specified in the document with expiry date. Please refer to the manual or the actual document to determine the expiry date as these differ from province to province: CPA MENU C - "1E" Completed (initial) ✓ *dm*
5. (b) Lodge a **full hold** on all account(s) if the account balance, excluding overdraft is less than the amount specified in the document with expiry date. This ensures that ODP and APD do not utilize funds until the documentation has been reviewed by the garnishment officer: CPA MENU C - "1D" x N/A
6. Lodge a Court Order Message (01) on ALL accounts with expiry date: CPA MENU C - "1B" (e.g. for reason: requirement to pay \$) ✓ *dm*
7. Forward this cover sheet and all originals of the Legal Demand to the Creekside CAS, Legal Demands Department Transit #3906, in an envelope via internal mail. **Creekside CAS, Legal Demands Department Action** ✓ *dm*

ARFM, Legal Demands Department Action

1. Ensure proper hold (full or partial) / Court Order Message (01) has been entered by branch on all accounts ✓
2. Lodge an Alert Message (A08) with expiry date: CIF MCOM _____
3. Lodge Restrained Message & Free Format Message on Term/GICs, if applicable: TRM MSGS _____
4. If 'Writ of Seizure', lodge a **permanent freeze** on account(s): CPA MENU C - "1C" _____
5. If served on a business account, determine if SBB or Commercial and notify the appropriate parties as required _____
6. Remove all holds and messages on accounts, term deposits & GICs if not attached to the Document _____
7. Turn off Shadow limit (if applicable) _____
8. Lodge a Full Hold Message on Line of Credit if required: CPA MENU C - "1D" _____
9. Change overdraft okay to "N" on accounts if necessary: CPA MAIV screen _____
10. If "Restraint Order" received, forward to appropriate TDCT Regional Legal Office for review and instructions _____
11. Print the CIF ETOT, MCOM, CPA MENU C, TRM MSGS etc. and attach to the file _____
12. Follow the outlined procedures to remit funds. (Minimum quarterly verification) _____

The top portion of the garnishee's payment notice, below, is to be completed by the creditor before the Notice of Garnishment is issued. Where it is anticipated that more than one payment will be made by the garnishee, the creditor should supply extra copies of the garnishee's payment notice. Additional copies of the garnishee's payment notice are available at court offices or online at www.ontariocourtforms.on.ca (see Form 20E or 20E.1).

GARNISHEE'S PAYMENT NOTICE

Make payment by cheque or money order payable to the Minister of Finance and send it, along with this payment notice to the clerk of the court at the following address:

Court address: 47 Sheppard Avenue East, 3rd Fl., Toronto, ON M2N 5N1

Claim No.: SC-18-00003437-0000

Creditor: STEVEN BRESNARK; and TERESITA TAN

Debtor: ECO ENERGY HOME SERVICES INC.

Garnishee: TD-CANADA TRUST 004-15522

TO BE COMPLETED BY GARNISHEE FOR EACH PAYMENT

Date of payment: _____, 20 _____

Amount enclosed: \$ _____

ONTARIO
Superior Court of Justice

Garnishee's Statement
Form 20F Ont. Reg. No.: 258/98

TORONTO
Small Claims Court
47 Sheppard Ave., East, 3rd Fl.
Toronto, ON M2N 5N1
Address
416-326-3554
Phone number

SC-18-00003437-0000
Claim No.

BETWEEN

STEVEN BRESNARK; and TERESITA TAN

Creditor(s)

and

ECO ENERGY HOME SERVICES INC.

Debtor(s)

Name of Garnishee TD-CANADA TRUST

(Full legal name of garnishee)

A Notice of Garnishment was issued on April 9th, 20 19, naming me/us as garnishee

in relation to the debtor ECO ENERGY HOME SERVICES INC.

(Name of debtor)

IWE DO NOT OWE and do not expect to owe to the debtor the amount set out in the Notice of Garnishment for the following reason(s):

IWE OWE OR WILL OWE the debtor (or the debtor and one or more co-owners), wages or periodic payments based on the terms explained below:
(State the amount(s) and how often the debtor is paid. If the debtor is paid wages, state the gross amount of the debtor's wages before any deductions required by law and the net amount after those deductions, and attach a copy of a pay slip. If you owe or will owe the debtor a lump sum, state when and how much will be paid.)

Les formules des tribunaux sont affichées en anglais et en français sur le site www.ontariocourtforms.on.ca. Visitez ce site pour des renseignements sur des formats accessibles.

Claim No.

I/We are making payment of less than the amount stated because the debt is owed to the debtor and to one or more co-owners, or for another reason explained below:

(Identify the amount(s) and percentage owed to the debtor and each co-owner)

Co-owner(s) of the debt: _____
(Full legal name(s))

(Address (street & number, unit, municipality, province))

I/We are not making a payment at this time or are making a payment of less than the amount stated because I/we have been served with other notice(s) of garnishment against the debtor. (Provide details below.)

Name of creditor	Name of issuing court	Location of court or Sheriff's Office where payment is currently being made	Date Notice of Garnishment received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I/We will dispute the garnishment by completing and serving a Notice of Garnishment Hearing (Form 20Q) on the creditor, debtor and co-owner(s) of the debt (if any) and any other interested person, and filing it with the clerk of the court.

_____, 20 _____
(Signature of garnishee or representative)

(Address, phone and fax number of garnishee or representative)

NOTE TO GARNISHEE:	The garnishee must serve a copy of the Garnishee's Statement on the creditor and the debtor and file it with the court. You can get an electronic version of this form online at www.ontariocourtforms.on.ca .
---------------------------	---

NOTE TO CREDITOR:	A creditor who is served with a Garnishee's Statement must send it to the co-owners of the debt, if any, together with a Notice to Co-owner of Debt (Form 20G). You can get forms at court offices or online at www.ontariocourtforms.on.ca .
--------------------------	--

D

Superior Court of Justice
Cour supérieure de justice

Endorsement Record/Order of the Court
Fiche d'inscription/Ordonnance judiciaire



Toronto
Small Claims Court / Cour des petites créances de
47 Sheppard Av E 3rd fl
Address / Adresse
Toronto, ON M2N 5N1
(416)326-3554
Phone number / N° de téléphone

SC-18-00003437-0000
Court File No./ N° de la demande

STEVEN BRESNARK; TERESITA TAN

Plaintiff
Demandeur

and / et

ECO ENERGY HOME SERVICES INC.

Defendant
Défendeur

Representative of the plaintiff(s): S. Bresnark self rep
Représentant du demandeur :
Representative of the defendant(s): N/A. (FOR DEBTOR)
Représentant du défendeur : N/A (FOR GARNISHEE)

Event type: ~~Trial~~ appealable
Type d'affaire: GARNISHMENT HEARING

On 01-AUG-2019, a hearing was held in the above matter and the following order was made:
Le 01-AUG-2019, une audience a eu lieu concernant l'affaire susmentionnée, et l'ordonnance suivante a été re

- ① NO ONE APPEARED TODAY FOR THE DEBTOR OR THE GARNISHEE T-D Canada Trust
- ② AS PER THE ORDER OF MAY 6/19, AURORA RODRIGUEZ FOR T-D COUNTRY WAS COMPELLED TO APPEAR TODAY.
- ③ SHE FAILED TO APPEAR. Manhucian J
- ④ IT IS ORDERED THAT AURORA RODRIGUEZ SHALL APPEAR & ~~produce~~ produce on a date to be scheduled by the court on notice to produce the Bank Records

Signature of judge / Signature du juge

Superior Court of Justice
Cour supérieure de justice

Endorsement Record/Order of the Court
Fiche d'inscription/Ordonnance judiciaire

SC-18-00003437-0000
Court File No./ N° de la demande

ORDER continued

STEVEN BRESNARK
315-18 KENASTON GDNS
TORONTO ON CA M2K 3C7

statements for the Debit
for the period April 9 to
April 25, 2019

TERESITA TAN
140 BAYCREST AVE
TORONTO ON CA M6A 1W5

(5) IN default of her attendance
and/or production of the
Records ordered shall then
~~constitute~~ result in the court
considering a citation of contempt
& further considering rendering

TRENT KNACKSTEDT*
ECO ENERGY HOME SERVICES INC.
3761 VICTORIA PARK AVENUE, UNIT 10-11
TORONTO ON CA M1W 3S3

Judgment against the
GARVISTEE T-D Canada Trust

Costs of \$300.00 shall be payable
By T-D Canada Trust to the Plaintiffs By
August 30/19 Fax: (905)475-6588

T-D CANADA TRUST
2038 Kipling ave
TORONTO, ONT
M9W 4K1

ATT: AURORA RODRIGUEZ
+
ATT: BRANCH MGR.

(6) I am seized.

M. Rodriguez
D.J.

E



September 23, 2019

Via registered mail

Toronto Small Claims Court
47 Sheppard Avenue East, 3rd Floor
Toronto, ON M2N 5N1

Dear Sirs:

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

**In the Matter of the Receivership of Eco Energy Home Services Inc. (the "Company")
Claim No. SC-18-00003437-0000 (the "Claim")**

On April 3, 2019, RSM Canada Limited was appointed by the Ontario Superior Court of Justice as receiver (the "**Receiver**") of all of the assets, undertakings and properties of the Company. Subsequently, on April 16, 2019, the Company was adjudged bankrupt, and RSM Canada Limited was appointed as the Trustee in bankruptcy for the Company's estate (the "**Trustee**").

Please find enclosed a Notice of Stay of Proceedings from the Trustee. We have also enclosed a copy of the Court Order appointing the Receiver, which sets out the stay of proceedings in paragraph 9.

We trust that the enclosed documents are sufficient to set aside the Claim, and cancel the hearing that is scheduled for October 10, 2019. Should you have any questions, please contact Mr. Jeffrey Berger of the Receiver's office at 647-726-0496 or jeff.berger@rsmcanada.com.

Yours truly,

RSM Canada Limited, solely in its capacity as
Receiver and Manager and Bankruptcy Trustee for the
Estate of Eco Energy Home Services Inc., and
not in its personal or corporate capacity

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

Cc: Teresa Ang, TD Bank Group
Steven Bresnark, Co-Plaintiff
Teresita Tan, Co-Plaintiff
Goodmans LLP, Counsel to the Receiver

Encl.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

District of: Ontario
 Division No. 09 - Toronto
 Court No. 31-2502463
 Estate No. 31-2502463

- Notice of stay of proceeding -

In the Matter of the Bankruptcy of
 Eco Energy Home Services Inc.
 of the City of Toronto
 in the Province of Ontario

Date of Insolvency: April 16, 2019

Notice is hereby given that the above debtor filed a bankruptcy.

Every bankruptcy made in pursuance of this Act takes precedence over all judicial or other attachments, garnishments, certificates of judgment, judgments operation as hypothecs, executions or other process against the property of a bankrupt, except such as have been completely executed by payment to the creditor or his agent, and except also the rights of a secured creditor.

Upon the filing of a proposal made by an insolvent person or upon the bankruptcy of any debtor, no creditor with a claim provable in the bankruptcy shall have any remedy against the debtor or his/her property or shall commence a claim provable in bankruptcy until the trustee has been discharged or until the proposal has been refused, unless with the leave of the Court and on such terms as the Court may impose.

Where a bankruptcy has been made, the Sheriff or other officer of any Court or any person having seized property of the bankrupt under execution of attachment or any other process shall, upon receiving a copy of the bankruptcy certified by the Trustee as a true copy thereof, forthwith deliver to the Trustee all the property of the bankrupt in his hands.

Where the Sheriff has sold the property of the bankrupt or any part thereof, he/she shall deliver to the Trustee the money so realized by him/her less fees and the costs referred to in subsection 70 (2).

Any property of a bankrupt under seizure for rent or taxes shall on production of a copy of the bankruptcy certified by the Trustee as a true copy thereof be delivered forthwith to the Trustee, but the costs of distress are a first charge thereon, and if such property or any part thereof has been sold, the money realized therefrom, less the costs of distress and sale shall be paid to the Trustee.

Dated at the City of Toronto in the Province of Ontario, this 23rd day of September 2019.

RSM Canada Limited - Trustee


 11 King Street W., Suite 700, Box 27
 Toronto, ON M5H 4C7
 Phone: (416) 480-0160 Fax: (416) 480-2646

TO:

- | | |
|--|---|
| <p>1. Small Claims Court - Toronto
 Ontario Superior Court of Justice
 47 Sheppard Ave East, 3rd Floor
 Toronto, ON M2N 5N1
 Re: Court #SC-18-00003437-0000</p> | <p>2. Steven Bresnark
 315 – 18 Kenaston Gardens
 Toronto, ON M2K 3C7</p> |
|--|---|

3. Teresita Tan
140 Baycrest Ave
Toronto, ON M6A 1W5

4. TD Bank Group
66 Wellington St. W, 15th Floor
Toronto, ON M5K 1A2
Attn: Teresa Ang, Specialized Demands Group



Industry Canada

Industrie Canada

Office of the Superintendent
of Bankruptcy CanadaBureau du surintendant
des faillites Canada**Amended**District of ONTARIO
Division No. 09 - Toronto
Court No. 31-2502463
Estate No. 31-2502463In the Matter of the Bankruptcy of:
Eco Energy Home Services Inc.

Debtor

RSM Canada Limited

Licensed Insolvency Trustee

ORDINARY ADMINISTRATION

Security: \$*,***

Date of Bankruptcy: April 16, 2019, 13:14

Meeting of Creditors: May 6, 2019, 11:00
RSM Place
11 King Street West, Suite 700
Toronto, ONTARIO

Chair: Trustee

Designated Person: Wei (David) Ouyang

CERTIFICATE OF FILING OF A BANKRUPTCY ORDER - Section 43

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify, that:

- the aforementioned trustee, filed for my endorsement, a bankruptcy order appointing the trustee under section 43(9) of the Bankruptcy and Insolvency Act, Trustee of the Estate of the aforementioned Debtor;
- provisions for the avoidance of certain settlements and preferences where applicable, begin before the initial bankruptcy event date and end on the date of bankruptcy, both dates included.

The designated person is required:

- to perform all duties imposed upon a bankrupt by the Bankruptcy and Insolvency Act and in particular, attend the first meeting of creditors and upon request appear before the Official Receiver for examination.

The said trustee is required:

- to serve upon the designated person, a copy of the bankruptcy order bearing the Official Receiver's endorsement and where applicable a notice of examination;
- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable to call in the prescribed manner, a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the Official Receiver.

Date: July 15, 2019

E-File / Dépôt électronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, ONTARIO, M5C 2W7, 877/376-9902

Canada

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE **MADAM**) WEDNESDAY, THE 3RD **DAY**
~~DAY~~
)
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

- 2 -

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:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- 3 -

- (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

- 4 -

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;

- 5 -

- (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

- 6 -

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 -

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 <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) 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: www.rsmcanada.com/eco-energy-home-services-inc.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor, 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

- 14 -

likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



ENTERED AT / INSCRIT A 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 number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

RSM Canada Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

ECOHOME FINANCIAL INC.

and

ECO ENERGY HOME SERVICES INC.

Applicant

Respondent

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT TORONTO**

RECEIVERSHIP ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Tel: 416.863.1500

Fax: 416.863.1515

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

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

Lawyers for the Applicant

35104298.5

**IN THE ONTARIO SUPERIOR
COURT OF JUSTICE**

In the Matter of the Bankruptcy of
Eco Energy Home Services Inc.
of the City of Toronto
in the Province of Ontario

NOTICE OF STAY OF PROCEEDINGS

RSM Canada Limited
11 King Street West
Suite 700, Box 27
Toronto, Ontario
M5H 4C7

F



September 23, 2019

Via email: stevenbresnark@gmail.com

Via regular mail:

Mr. Steven Bresnark
315 – 18 Kenaston Gardens
Toronto, ON M2K 3C7

&

Ms. Teresita Tan
140 Baycrest Avenue
Toronto, ON M6A 1W5

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

Dear Sirs,

**In the Matter of the Receivership of Eco Energy Home Services Inc. (the “Company”)
Claim No. SC-18-00003437-0000 (the “Claim”)**

As you are aware, on April 3, 2019, RSM Canada Limited was appointed by the Ontario Superior Court of Justice as receiver (the “**Receiver**”) of all of the assets, undertakings and properties of the Company. Subsequently, on April 16, 2019, the Company was adjudged bankrupt, and RSM Canada Limited was appointed as the Trustee in bankruptcy for the Company’s estate (the “**Trustee**”).

You have been advised on several occasions that there is a stay of proceedings in place, and that no proceeding against the Company or its property may be commenced or continued, except with the written consent of the Receiver or the Court. Please refer to paragraph 9 of the enclosed Court Order appointing the Receiver (the “**Appointment Order**”) for further details.

Notwithstanding that you have been duly notified of the stay of proceedings, you have continued to pursue a legal action against the Company.

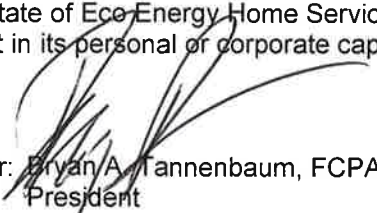
The Receiver has sent a *Notice of Stay of Proceedings* to the Toronto Small Claims Court, and advised the Court that the Claim is stayed, pursuant to the terms of the Appointment Order, as well as section 69.3 of the Bankruptcy and Insolvency Act.

In view of the above, we trust that no further action will be taken by the plaintiffs to enforce the Claim. In the event that the plaintiffs choose to pursue this matter further, the Receiver reserves all rights and remedies, including its right to recover costs on a substantial indemnity basis.

Should you have any questions, please contact Mr. Jeffrey Berger of the Receiver’s office at 647-726-0496 or jeff.berger@rsmcanada.com.

Yours truly,

RSM Canada Limited, solely in its capacity as
Receiver and Manager and Bankruptcy Trustee for the
Estate of Eco Energy Home Services Inc., and
not in its personal or corporate capacity

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

Cc: Bradley Wiffen, Goodmans LLP, Counsel to the Receiver

Encl.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE **MADAM**) WEDNESDAY, THE 3RD **DAY**
~~DAY~~
)
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:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- 3 -

- (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

- 4 -

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;

- 5 -

- (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 -

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 <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) 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: www.rsmcanada.com/eco-energy-home-services-inc.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor, 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.

A handwritten signature in black ink, appearing to read "Crawford", is written over a horizontal line.

ENTERED AT / INSCRIT A 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 number ___-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

RSM Canada Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

ECOHOME FINANCIAL INC.

and

ECO ENERGY HOME SERVICES INC.

Applicant

Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
 PROCEEDING COMMENCED AT TORONTO

RECEIVERSHIP ORDER

AIRD & BERLIS LLP
 Barristers and Solicitors
 Brookfield Place
 Suite 1800, Box 754
 181 Bay Street
 Toronto, ON M5J 2T9

Tel: 416.863.1500

Fax: 416.863.1515

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

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

Lawyers for the Applicant