

Court File No. CV-35-1292561T

**IN THE MATTER OF THE RECEIVERSHIP OF
THE PROPERTY OF**

1639329 Ontario Ltd.

Third Report of SF Partners Inc.

Court File No. CV-35-1292561T

1639329 Ontario Ltd.

Third Report of SF Partners Inc.

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TAB 1

Court File No. 35-1292561T

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

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

B E T W E E N:

ONTARIO WEALTH MANAGEMENT CORPORATION

Applicant

-and-

1639329 ONTARIO LTD.

Respondent

THIRD REPORT OF SF PARTNERS INC.

NOVEMBER 10, 2014

I INTRODUCTION

1. By Order of the Honourable Justice Goodman dated July 23, 2013 (the “**Appointment Order**”), SF Partners Inc. (the “**Receiver**”), was appointed as receiver of the assets, property and undertaking of 1639329 Ontario Ltd. (“**163**” or the “**Debtor**”) pursuant section 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*. The Appointment Order is attached as **Appendix “A”** to this third report of the Receiver (the “**Third Report**”).
2. The purpose of this Third Report is as follows:
 - a) to advise this Honourable Court of the activities of the Receiver and those of its counsel to date;
 - b) to seek an order of this Honourable Court that the Receiver’s sale of real property municipally known as 2010 Dundas Street, London, Ontario and the Debtor’s personal property (collectively the “**Purchased Assets**”) contemplated by the Offer to Purchase between Meatheads Restaurants Inc. and Golddiggers Clubs Inc. and the Receiver (the “**Transaction**”) (as more thoroughly described in the Supplemental Confidential Report to the Third Report of SF Partners Inc.) be approved, and that the Receiver be authorized and directed to take such additional steps and execute such additional documents as may be necessary for the completion of the Transaction and the conveyance of the Purchased Assets to the purchaser;
 - c) to seek an order of this Honourable Court that upon the delivery to the purchaser of and the filing with this Honourable Court by the Receiver of a certificate (the “**Closing**

- Certificate**”), substantially in the form set out in Schedule “A” to the order sought by the Receiver and attached to the Receiver’s Notice of Motion, that all of the Debtor’s right, title and interest in the assets subject to the Transaction shall vest in the purchaser;
- d) to seek an order of this Honourable Court approving the sealing of the Receiver’s Supplemental Confidential Report to this Third Report;
 - e) to seek an order of this Honourable Court approving the Receiver’s interim disbursements as contained herein;
 - f) to seek an order of this Honourable Court approving the conduct and activities of the Receiver as described herein and approving the First Report (as defined herein), the Second Report (as defined herein) and this Third Report;
 - g) to seek this Honourable Court’s approval of the fees and disbursements of the Receiver and of its counsel;
 - h) to seek an order of this Honourable Court approving the distribution of the proceeds as detailed herein; and
 - i) to seek an order of this Honourable Court discharging the Receiver following the closing of the Transaction.

Background

3. The property (the “**Property**”) over which the Receiver is appointed comprises lands of approximately 1.01 acres located at 2010 Dundas Street, London, Ontario and an attached multi-use building that includes a sixty-room hotel (the “**Hotel**”), a restaurant (the “**Restaurant**”) and an adult entertainment bar (the “**Entertainment Bar**”).

4. The Restaurant and the Entertainment Bar premises are occupied by Meatheads Restaurant Inc. and Golddiggers Clubs Inc. (collectively, the “**Lessees**”), respectively, pursuant to leases (the “**Leases**”) with the Debtor executed prior to the Receiver’s appointment. At the time of the Receiver’s appointment, the Restaurant and Entertainment Bar were under renovation by the Lessees, and the Lessees refused to pay rent under the Leases until the renovations were complete. In February, 2014, the Lessees commenced rent payments to the Receiver.

5. The Hotel is occupied by approximately seventeen (17) long-term occupants, as well as by weekly and daily renters. The Hotel is managed by George Nikopoulos (“**Nikopoulos**”), pursuant to an undocumented management agreement with the Debtor executed prior to the Receiver’s appointment. Nikopoulos is the principal of and manages the operations of the Lessees. The effect of the Leases and the undocumented management agreement is that Nikopoulos has complete control over the entire Property.

Issues Encountered by the Receiver

6. In its first report dated March 31, 2014 (the “**First Report**”) and its second report dated June 2, 2014 and its supplemental report to the second report dated June 20, 2014 (collectively the “**Second Report**”), the Receiver outlined a number of issues that it had encountered in its administration of this estate, some of which are repeated hereunder to provide context:

Leases and Hotel Management

- Pursuant to the Leases, the Restaurant and Entertainment Bar are required to pay

rent at the rate of \$2,500 per month and \$5,000 per month respectively;

- It is the Receiver's view that the Leases are not commercially reasonable, and on the basis from the revenue generated through the Leases, it would be extraordinarily difficult for a financial buyer to obtain a sufficient return to make a reasonable offer for the Property;
- Given the current status of the Leases and the undocumented management agreement, the Receiver would be unable to provide vacant possession to a purchaser.

State of Repair

- The Property is in need of significant repair;
- Nikopoulos has, and continues to renovate the Property without the authorization of the Receiver;
- Notwithstanding Nikopoulos' renovations, it is the Receiver's view that certain other repairs, including a major repair to the roof and the installation of a new HVAC system are required;
- In order to undertake the renovations, the Receiver would require unfettered access to the Property, which, at the present time, it does not have due to Nikopoulos' control over the Property,

Long-Term Occupants

- The Receiver will be unable to provide vacant possession to a purchaser given the continued occupation of the Hotel by the said long-term occupants;
 - A purchaser would be burdened not only by the continued occupation, but also by the unknown terms of their occupation and the uncertain revenue flow generated;
 - The Receiver's dealings with the long-term occupants are detailed in the Supplemental Report to the Second Report.
7. A copy of the First Report (without appendices) is attached herewith as **Appendix "B"**. A copy of the Second Report (without appendices) and the Supplemental Report to the Second Report (without appendices) is attached herewith as **Appendix "C"**.
 8. In order to deal with the issues it has encountered as detailed in the First Report and the Second Report, the Receiver previously recommended certain remedies that would assist it in dealing with the Property and in commencing a sale process.
 9. As detailed in the Second Report, the Receiver's Motion to Approve the Sales Process was adjourned *sine die* on May 30, 2014 due to the fact that the Lessees were not represented by counsel and any sale process could not be undertaken at that time.
 10. The Receiver moved by way of Motion originally returnable on June 10, 2014 for an Order, among other relief, granting the Receiver leave to issue a Writ of Possession as against the

Lessees in relation to the Property (the “**Writ Motion**”). The Writ Motion was adjourned on June 10, 2014 and again on June 24, 2014 to July 8, 2014. A copy of the Court’s Endorsements from June 10, 2014 and June 24, 2014 are attached herewith as **Appendix “D”**.

11. On July 8, 2014, the Lessees and the Receiver entered into a minutes of settlement (the “**Minutes of Settlement**”), to settle all outstanding issues between them. The Minutes of Settlement is further discussed in the Supplemental Confidential Report (hereafter defined). The Minutes of Settlement were filed with the Court.
12. On July 29, 2014, the Debtor, on application by the Applicant, was adjudged bankrupt, pursuant to an order of the Honourable Mr. Justice Goodman, a copy of which is attached herewith as **Appendix “E”**.

Activities of the Receiver Subsequent to the Second Report

13. The activities of the Receiver since its appointment include, *inter alia*, the following:
 - Extensive dealings with Mr. Nikopoulos including negotiation of Minutes of Settlement;
 - Attendances at court regarding approval of reports;
 - Dealing with creditors;
 - Attendance at the Property on an ongoing basis;
 - Dealing with tenant issues;
 - Communications with representatives of the Applicant;
 - Dealing with hotel occupancy issues; and

- Dealing with counsel.

II SALE OF THE PROPERTY

14. Pursuant to the Minutes of Settlement, the Lessees did submit an offer to the Receiver to purchase the Property from the Receiver (the “**Offer to Purchase**”) along with the non-refundable deposit as detailed in the Minutes of Settlement (the “**Sale Transaction**”).
15. The Sale Transaction was to be completed in a form acceptable to the Receiver on an *as is, where is* basis and subject to the Receiver obtaining an Approval and Vesting Order.
16. As detailed in the Supplemental Confidential Report, the Receiver did obtain independent appraisals in respect of the Property from Metrix Realty Group and from Valco Real Estate Appraisers and Consultants.
17. The terms of the Sale Transaction are considered by the Receiver as reasonable and fair taking into account the appraised values. Copies of the appraisals are contained in the Receiver’s Supplemental Confidential Report. The Receiver respectfully requests that the Supplemental Confidential Report be sealed in order to avoid the impact that the information contained therein might have if the recommended Sale Transaction failed to close for any reason.

III PROFESSIONAL FEES

Receiver's Fees

18. Pursuant to paragraph 18 of the Appointment Order, the Receiver and counsel for the Receiver are required to pass their accounts from time to time as referred to a Judge of the Ontario Superior Court of Justice. Pursuant to paragraph 17 of the Appointment Order, the Receiver was entitled to the Receiver's charge.
19. The fees and disbursements of the Receiver to November 7, 2014 amount to \$88,136.05 (exclusive of HST). The fee affidavit of Brahm Rosen is attached herewith as **Appendix "F"**.
20. The Receiver estimates that there will be further fees and costs of \$20,000 to complete the Transaction and to wind up its administration.

Harrison Pensa^{LLP}'s Fees

21. The fees and disbursements of the Receiver's counsel to November 7, 2014 amount to \$43,786.62. The affidavit of Melinda Vine is attached herewith as **Appendix "G"**.

IV STATEMENT OF RECEIPTS AND DISBURSEMENTS

22. We attach herewith as **Appendix “H”**, the Receiver’s Statement of Receipts and Disbursements. The Receiver respectfully requests that, including an allowance for the additional costs incurred by the Receiver to complete the Transaction, this Honourable Court make an order authorizing the Receiver to distribute any excess funds to the Applicant.

V PROPOSED DISTRIBUTION OF FUNDS

23. The Debtor provided the Applicant security over its assets by way of:
- i) a first charge in the principal sum of \$1,800,000;
 - ii) a second charge in the principal sum of \$300,000;
 - iii) a General Security Agreement dated June 13, 2006;
 - iv) an Assignment of Rents dated June 13, 2006.
24. The Receiver has obtained an opinion from Harrison Pensa ^{LLP}, its independent counsel confirming that, subject to the customary qualifications and limitations, the Applicant has valid and enforceable security over the Premises and the personal property of the Debtor.
25. The Applicant is owed the sum of \$2,091,863.11 as of October 27, 2014.
26. Her Majesty The Queen in Right of Ontario as represented by the Minister of Revenue is the holder of a lien/instrument no. ER734705 in the sum of \$590,009 registered as against the

Property. The Ministry of Revenue is the holder of a registration made under the Personal Property Security Act as against the debtor dated October 25, 2010 in the sum of \$590,010, and is a holder of Writ file no. 10-0001773 in the amount of \$590,009.69 (the “**Provincial Crown Debt**”).

27. As a result of the bankruptcy of the Debtor, the Provincial Crown Claim is subordinate to securities (including the securities held by the Applicant) in respect of which all steps necessary to make such securities effective against other creditors were taken prior to the Crown’s registration pursuant to Section 87 (2) of the *Bankruptcy and Insolvency Act*.
28. Attached to this Report as **Appendix “T”** is a partial parcel register for the property, effective November 10, 2014 (PIN 08127-0056 LT).
29. Attached herewith as **Appendix “J”** is a true copy of a Personal Property Security Act Enquiry Response Certificate obtained from the Ontario Ministry of Government Services with respect to the Debtor current to November 10, 2014 (the “**PPSA Report**”). In addition to a registration in favour of the Applicant, the PPSA Report discloses subsequent registrations against the Debtor in favour of Her Majesty in the Right of Ontario, Blue Chip Leasing Corporation in respect of equipment, and RCAP Leasing Inc. in respect of specific equipment.

VI DISTRIBUTION OF PROCEEDS ON CLOSING

30. The Receiver is seeking to distribute the available funds presently on hand along with the proceeds following the closing of the transaction in the following order:

- i) Fees related to the Receiver's charge to the Receiver and the Receiver's legal counsel Harrison Pensa^{LLP};
- ii) Receiver's borrowings and interest thereon in the approximate amount of \$8,500; and
- iii) To the secured amount owing to the Applicant. The Receiver notes the Applicant will suffer a shortfall following this distribution.

VII CONTINUING ACTIONS

31. The Receiver intends to complete the sale transaction and proceed with the distribution of the proceeds on closing.

VIII DISCHARGE

32. Provided that the Transaction closes, Receiver's administration will be complete, and it respectfully requests that this Honourable Court order the Receiver's discharge in that regard.

IX RECOMMENDATION

33. Based on the above, the Receiver respectfully requests that this Honourable Court provide the relief sought in paragraph 2 above.

All of which is respectfully submitted.

Dated at Toronto, Ontario, this 10th day of November 2014.

**SF PARTNERS INC., SOLELY IN ITS
CAPACITY AS RECEIVER OF 1639329
ONTARIO INC., AND NOT IN A PERSONAL,
CORPORATE, OR OTHER CAPACITY**

SF Partners Inc.

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

THE HONOURABLE
JUSTICE

LEITCH GOODMAN

23RD
TUESDAY, THE 16TH DAY
OF JULY, 2013

BETWEEN:

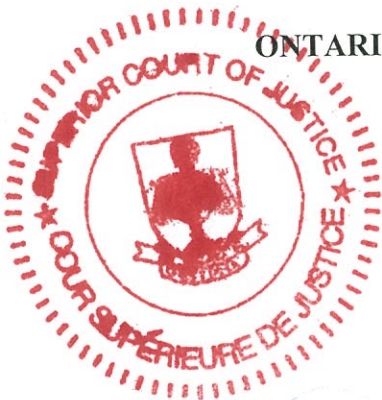
ONTARIO WEALTH MANAGEMENT CORPORATION

Applicant

- and -

1639329 ONTARIO LTD.

Respondent



APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

ORDER

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 SF Partners Inc. as receiver (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 1639329 Ontario Ltd. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 80 Dundas Street, London, Ontario.

ON READING the affidavits of Jonah Bonn sworn September 28, 2011, October 5, 2011, November 17, 2011 and April 9, 2013 and the Affidavit of Graham Tobe sworn July 3, 2013 and on hearing the submissions of counsel for the Applicant and _____, no one appearing for any other party although duly served as appears from the affidavits of service of _____ sworn July , 2013, and on reading the Consent of SF Partners Inc. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, SF Partners Inc. 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 any of the 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 undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) 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;
- (k) 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;
- (l) 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, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and

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

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

- (m) 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;
- (n) 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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;

- (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.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, 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

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. 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

12. 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

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such

information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. 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

16. 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

17. 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, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the **"Receiver's Charge"**) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. 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.

19. 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 normal 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

20. 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 \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **“Receiver's Borrowings Charge”**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. 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.

22. 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.

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

GENERAL

24. 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.

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

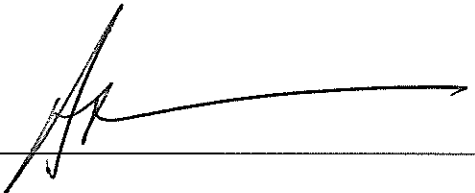
26. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, 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.

27. 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.

28. THIS COURT ORDERS that the Applicant shall have its costs of this 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.

29. 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, consisting of a stylized 'A' followed by a horizontal line that extends to the right, positioned above a horizontal baseline.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that SF Partners Inc., the receiver (the "Receiver") of the assets, undertakings and properties of 1639329 Ontario Ltd. 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 _____, 2011 (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____.

SF PARTNERS INC., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per:

Name:

Title:

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

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

B E T W E E N:

ONTARIO WEALTH MANAGEMENT CORPORATION

Applicants

-and-

1639329 ONTARIO LTD.

Respondents

FIRST REPORT OF SF PARTNERS INC.

MARCH 31, 2014

Introduction

1. By Order of the Honourable Justice Goodman dated July 23, 2013 (the “**Appointment Order**”), SF Partners Inc. (the “**Receiver**”), was appointed as receiver and manager of the assets, property and undertaking of 1639329 Ontario Ltd. (“**163**”) pursuant section **243(1)** of the *Bankruptcy and Insolvency Act*, section 101 of the *Courts of Justice Act* . The Appointment Order is attached as **Exhibit “A”** to the report.
2. The purpose of this report is as follows:
 - a) To update this Honorable Court in respect of the receivership administration to date;
 - b) To seek an Order of this Honorable Court that the Leases (as defined below) can be vested out by any Approval and Vesting Order (as defined below) to be obtained by the Receiver;
 - c) Approval of a sales process;
 - d) To seek an Order approving the Receiver’s activities to date.

Background and State of the Property

3. 163 is the registered owner of lands municipally known as 2010 Dundas Street in London, Ontario (the “**Property**”). The Property’s site is 1.01 acres and houses a building that includes a sixty room hotel, a restaurant and an adult entertainment establishment.
4. The Applicant Ontario Wealth Management Corporation (“**OW**”) is a secured creditor of 163 and holds a Charge/Mortgage of Land in the principal amount of \$1,500,000.00 from 163 dated June 27, 2006 and receipted as ER 439089, as amended by instrument no. ER510248 registered June 28, 2007 whereby the principal amount was increased to \$1,800,000 (the “**OW Charge**”) along with certain other security including an assignment of rents.

5. At the time of the appointment of the Receiver, OW was owed approximately \$1.85 million
6. The principal of 163 had intended to complete certain construction and repairs to the building in order to improve the hotel and commence operations of the restaurant and adult entertainment establishment, but ultimately did not commence the required work. In addition to defaulting on its obligation OW, the Ministry of Finance of Ontario registered a lien against the title of the Property for unpaid taxes.
7. The Property is in need of significant repairs to the roof and many of the hotel rooms. It is estimated that such repairs would cost approximately \$150,000, based on estimates obtained from contractors.

Tenancies

8. On April 8, 2013, 163 entered into a five year lease agreement with Golddiggers Clubs Inc. (“**Golddiggers**”) the monthly rent is \$5,000 plus HST. Additional terms of the lease allow for the principal of Golddiggers to occupy two rooms for his personal use as well as ten rooms on the main floor of the building for a thirty percent discounted rate. The term of this lease commenced on the operation of Golddigger’s business. Attached as **Exhibit “B”** to this report a copy of the lease agreement with 163 entered into a lease agreement (the “**Golddiggers Lease**”)
9. On August 15, 2012 (with amendments dated November 23, 2012 and June 19, 2013) 163 entered into a five year lease agreement with Meatheads Restaurant Inc. (“**Meatheads**”) The monthly rent is \$2,500 plus HST. Attached as **Exhibit “C”** to this report, is a copy of the lease agreement (the “**Meatheads Lease**”)

(the “**Golddiggers Lease and the Meatheads Lease collectively the “Leases”**”)

10. At the time of the appointment of the Receiver, neither Golddiggers nor Meatheads was in operation and rent was not being paid. The principal of both companies, Mr. George Nikopoulos was undertaking construction on both leased premises and attempting to obtain the required licenses to begin operations. After several delays, operations of both businesses commenced on or about November 21, 2013.
11. Golddiggers and Meatheads commenced paying rent on February 5, 2014 and February 21, 2014 respectively in accordance with the terms of the Leases.
12. There are approximately seventeen long term occupants of hotel rooms who pay monthly rent of approximately \$600 on average. There are approximately two rooms occupied by weekly patrons, who pay weekly rent of approximately \$220 on average. There are no written agreements with any of these occupants. The Receiver wishes to have these occupants vacate the premises as their continued occupation impairs the Receiver's ability to market and sell the Property. We attach as **Exhibit "D"** a proposed letter to these parties.

Motion for Writ of Possession

13. On or about September 20, 2013, a motion was brought by the Receiver seeking leave to grant a Writ of Possession for the Property.
14. The basis for the motion was that the Golddiggers Leases was invalid as the commencement of the Goldiggers Lease was dependant on the business of Golddiggers being in operation, which had not taken place at the time of the motion, and if such business was never opened, it would create an unenforceable lease under which no rent would be payable. Further, the Meathead Lease was not enforceable as it required the adult entertainment club to be operated from the Property by July 31, 2013, which had not taken place at the time of the motion.

15. Additionally, the motion raised the issue that the Leases are subordinate in priority to the OW Charge as they were entered into after the existence and registration of the OW Charge and as such, the Applicant is not bound by the terms of the Leases.
16. The motion seeking leave to grant a Writ of Possession was denied and the Court ordered a trial of an issue to determine the rights of the Receiver, Goldiggers and Meatheads to possession of the Property and whether a writ of possession should issue after the determination of same. Attached as **Exhibit “E”** of this report is a copy of the endorsement of the Honourable Justice Carey dated October 8, 2013

Activities of the Receiver

17. The activities of the Receiver since its appointment include, *inter alia*, the following:
 - Attendances at premises;
 - Obtaining estimates for repairs to the Property;
 - Dealing with creditors;
 - Preparing statutory reports’ dealing with tenant issues;
 - Extensive dealings with Mr. Nikopoulos;
 - Communications with representatives of OW;
 - Dealing with appraisers;
 - Dealing with hotel occupancy issues;
 - Dealing with counsel;
 - Communications with CRA; and
 - Preparing notice of defaults under terms of Leases;

Dealings with George Nikopoulos

18. Based on the Leases in place and the time of the appointment and the fact that the tenants have made significant expenditures in building out the leased space, the Receiver determined that the optimal purchaser of the Property was likely a company controlled by

Mr. Nikopoulos. At the commencement of the Receivership, the Receiver entered into discussions with Mr. Nikopoulos who expressed a strong interest in purchasing the Property.

19. The Receiver continued these discussions and in December, 2013, the Receiver accepted an offer from Mr. Nikopoulos (the “**Nikopoulos Offer**”). At the time the offer was presented, the Receiver was advised by Mr. Nikopoulos that the financing was substantially in place. Attached to this Report at **Exhibit “F”** is a copy of the Nikopoulos Offer. The Receiver requests that this Court seal the Nikopoulos Offer found at **Exhibit “F”** in order to avoid the negative impact the dissemination of the confidential information contained therein. Publication of the price and other terms accepted by the Receiver would undermine the fairness of any sale process that may be put in place by the Receiver.
20. The Nikopolous Offer required that a deposit to be made within three days of acceptance. Such deposit was not paid to the Receiver and as a result the offer expired.
21. The Receiver has continued to have ongoing discussions with Mr. Nikopoulos, but at the current time a further offer has not been submitted.

Saleability of Property/ Sales Process

22. At the current time the Receiver has not commenced a sales process for the Property due to the following factors:
 - The uncertainty in respect of the status of the Leases. It is the Receiver’s view that the Leases are not commercially reasonable and that it would be difficult to complete a sale of the Property for fair value given the Lease. Based on the existing terms of the Leases and the revenue generated from the Leases, a financial buyer could not obtain a sufficient return to make a reasonable offer.

The Receiver further believes that the control that the Lease effectively provides Mr. Nikopoulos over the building would be an impediment to a sale to a financial purchaser. It is the Receiver's view that the optimal buyer is an owner/ operator. The current Lease terms are extremely prejudicial to the mortgagee;

- The continued occupation of hotel rooms by long term occupants with unknown terms and uncertain revenue flow;
- The state of repair of the building. The Receiver believes that it would be beneficial to complete certain repairs prior to bringing that Property to market. The status of the Leases has impacted the timing in commencing these repairs; and
- The ongoing discussions and the offer submitted by Mr. Nikopoulos.

Given the inability to reach an agreement with Mr. Nikopoulos, the Receiver believes that in order to commence a sales process it needs to clarify the Lease situation and obtain an order that the Leases can be vested out by the court order that the Receiver will ultimately obtain to approve any sale transaction and vest the Property to the ultimate purchaser (an “**Approval and Vesting Order**”). This would allow the Receiver to sell the Property free and clear of the Leases if the ultimate purchaser so required.

Priority of OW Charge

23. The OW Charge was registered in the Land Titles Division of the Land Registry of Middlesex on June 27, 2006.
24. As indicated above the Leases were entered into with 163 on April 8, 2013 and August 15, 2012.

25. Neither Goldiggers nor Meatheads has registered notice on title of the Property of its rights under the leases. There were no communications with OW to obtain a non-disturbance agreement in respect of the Leases. We are advised that no notice was given.
26. Based on the above, it appears that the OW Charge has a priority over the Leases.

Further Actions of the Receiver

27. It is the Receiver's intention, once the issue of the priority in respect of the Leases is resolved, to complete the required repairs and then commence a sales/marketing process.
28. The Receiver has obtained two appraisals for the Property from accredited appraisers.
29. The Receiver will either conduct a sale by tender, on terms and conditions in the discretion of the Receiver (the "**Tender**") or engage a listing agent to market the Property. If the Receiver decides to list the property (the "**Listing**") then the Receiver shall:
 - a) Obtain proposals from two (2) experienced and qualified real estate agents from which one (1) will be selected;
 - b) Enter into a listing agreement on terms and conditions in the discretion of the Receiver.
30. Following the Tender or through the Listing, the Receiver shall consider offers for the Property and accept the best offer subject to court approval.

Conclusion and Recommendation

31. The Receiver respectfully requests that the Court make an Order granting the relief set out in paragraph 2 hereof.

All of which is respectfully submitted.

Dated at Toronto, Ontario, this 31st day of March 2014

**SF PARTNERS INC., IN ITS CAPACITY AS
COURT APPOINTED RECEIVER AND MANAGER OF
1639329 ONTARIO LTD.**

SF Partners Inc.

TAB 4

Court File No. 35-1292561T

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF 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

B E T W E E N:

ONTARIO WEALTH MANAGEMENT CORPORATION

Applicant

- and -

1639329 ONTARIO LTD.

Respondent

AND IN THE MATTER OF THE TRIAL OF AN ISSUE ORDERED BY JUSTICE CAREY
ON OCTOBER 8, 2013, PURSUANT TO BANKRUPTCY RULE 187(8) OF *THE*
BANKRUPTCY AND INSOLVENCY ACT AND RULE 38.10(2) OF *THE RULES OF CIVIL*
PROCEDURE

B E T W E E N:

SF PARTNERS INC.

Plaintiff

-and-

MEATHEADS RESTAURANTS INC. and
GOLDDIGGERS CLUBS INC.

Defendant

SECOND REPORT OF SF PARTNERS INC.

June 2, 2014

Introduction

1. By Order of the Honourable Mr. Justice Goodman dated July 23, 2013 (the “**Appointment Order**”), SF Partners Inc. (the “**Receiver**”), was appointed as receiver and manager of the assets, property and undertaking of 1639329 Ontario Ltd. (“**163**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*. The Appointment Order is attached to this report as **Exhibit “A”**.

The Purpose of this Report

2. The purpose of this report is to:
 - (i) advise this Honourable Court of the Receiver’s activities and those of its counsel to date;
 - (ii) request an Order striking the Statement of Defence described in the Endorsement (defined and described in paragraph 28 below) pursuant to Rule 60.12 of the *Rules of Civil Procedure*;
 - (iii) request an Order granting the Receiver leave to issue a writ of possession without the requirement of a trial on the issue;
 - (iv) request an expedited Court ordered time table to determine the trial of the issue ordered by the Honourable Mr. Justice Carey on October 8, 2013 (the “**Possession Trial**”) if the relief set out in paragraph (ii) and (iii) above is not granted;
 - (v) request an Order granting the relief set out in the Motion to Approve the Sales Process (described below in paragraph 34) and an Order approving this Second Report if the relief in paragraph (ii) and (iii) above is granted; and
 - (vi) request an Order directing the Judge seized of the Possession Trial to hear submissions on the Motion to Approve the Sales Process immediately following the conclusion of the Possession Trial, if the relief in paragraph (ii) and (iii) above is not granted.

The Property

3. 163 is the registered owner of lands known municipally as 2010 Dundas Street, London, Ontario (the “**Property**”). The Property’s site is 1.01 acres and houses a building that includes a sixty room hotel (the “**Hotel**”), a restaurant (the “**Restaurant**”) and an adult

entertainment establishment (the “**Entertainment Business**”). The parcel register for the Property is attached to this report as **Exhibit “B”**.

The OW Charge

4. Ontario Wealth Management Corporation (“**OW**”) is a secured creditor of 163 and holds a Charge/Mortgage of Land in the principal amount of \$1,500,000 from 163 dated June 27, 2006 and receipted as ER439089, as amended by instrument no. ER510248 registered June 28, 2007 whereby the principal amount was increased to \$1,800,000 (the “**OW Charge**”) along with certain other security including an assignment of rents. The OW Charge is attached to this report as **Exhibit “C”**.
5. The OW charge is held in trust by OW. The beneficial owner of the OW charge is Owemanco Mortgage Trust (OMT), a mortgage mutual fund trust and the investors in OMT funded the OW Charge and it is their capital that is imperiled.
6. The municipal taxes for the Property were assessed at \$38,382.71 for the 2013 tax year. The interim tax bill for 2014 is \$15,537.32. The municipal taxes are paid by OW and are current. An interim tax certificate for 2014 and a tax certificate dated November 14, 2013 are attached to this report as **Exhibit “D”**.
7. The amount secured by the OW Charge totals \$1,980,294.26 as of May 16, 2014.
8. The arrears that have accumulated as against the OW Charge since the date of the Appointment Order total \$280,294.26.
9. The Receiver has recovered rents totaling \$30,000 since the date of the Appointment Order. A statement identifying the source and quantum of the rents recovered by the Receiver is attached to this report as **Exhibit “E”**.

The Restaurant

10. The Restaurant is occupied by Meatheads Restaurant Inc. (“**Meatheads**”). Meatheads carries on business as Meatheads Steak and Burger House. A screen shot from Meatheads’ website (www.meatheadsrestaurants.com) is attached to this report as **Exhibit “F”**.
11. The corporate profile report for Meatheads identifies George Nikopoulos (“**Nikopoulos**”) as the sole director of Meatheads. The corporate profile for Meatheads is attached to this report as **Exhibit “G”**.
12. On August 15, 2012 (with amendments dated November 23, 2012 and June 19, 2013), 163 entered into a five (5) year lease agreement with Meatheads (the “**Meatheads Lease**”). The Meatheads Lease is attached to this report as **Exhibit “H”**. The pertinent terms of the Meatheads Lease are set out below:

Term of Lease:	5 years from September 1, 2012.
Rent:	<p>\$2,500 per month (the “Base Rent”). In addition to the Base Rent the tenant will pay its proportional share of realty taxes to the landlord as additional rent as this is a net lease to the landlord.</p> <p>The Base Rent will increase to \$2,625 for the last three years of the lease.</p>
Permitted Use:	Restaurant with liquor licence to be obtained.
Lease Premises:	The commercial restaurant facilities at 2010 Dundas Street East [approximately 1,200 square feet].

The Entertainment Business

13. The Entertainment Business is occupied by Golddiggers Clubs Inc. (“**Golddiggers**”). Golddiggers carries on business as Golddiggers Naked Night Club. A screen shot from

Golddiggers' website (www.golddiggersclubs.com) is attached to this report as **Exhibit "I"**.

14. The corporate profile report for Golddiggers identifies Nikopoulos as the sole director of Golddiggers. The corporate profile for Golddiggers is attached to this report as **Exhibit "J"**.

15. On April 8, 2013, 163 entered into a five (5) year lease agreement with Golddiggers (the "**Golddiggers Lease**"). The Golddiggers Lease is attached to this report as **Exhibit "K"**.

The pertinent terms of the Golddiggers Lease are set out below:

Term of Lease:	5 years from the date of commencement of business as an adult entertainment with liquor licence/licenced bar/nightclub
Rent:	\$5,000 plus HST per month for the first year which will include TMI. For first year, all utilities shall be included in the rent. After first year, the rent shall increase to \$7,500 plus HST which shall include TMI. After the first year, the landlord shall install at the landlord's expense separate hydro, gas and water meters and the tenants shall assume responsibility to pay all utilities.
Permitted Use:	Adult entertainment facility with liquor licence and bar/licenced bar/night club.
Lease Premises:	<p>Mean the premises located at 2010 Dundas Street East including: (i) the upper level on the main floor and the complete lower level[approximately 12,000 square feet]; and (ii) rooms 212 and 213 as well as the office on the main floor; but excluding:</p> <ul style="list-style-type: none"> (a) Laundry facility which is for common usage by all tenants; (b) Mechanical rooms; and (c) Room 102 as it now exists. <p>1 to 10 rooms on the main floor of the hotel at 2010 Dundas Street East at a 30% discount.</p>

(the Golddiggers Lease and the Meatheads Lease are hereinafter collectively referred to as the “**Leases**”)

The Hotel

16. There are approximately seventeen (17) long term occupants of hotel rooms who pay a monthly rent of approximately \$600 on average (the “**Long Term Occupants**”). There are approximately two (2) rooms occupied by weekly patrons, who pay weekly rent of approximately \$220 on average (the “**Weekly Rentals**”). There are no written agreements with the Long Term Occupants or the Weekly Rentals. The Receiver wishes to have the Long Term Occupants and the Weekly Rentals (collectively hereinafter referred to as the “**Undocumented Occupants**”) vacate the Property as their continued occupation impairs the Receiver’s ability to market and sell the Property.
17. The Hotel is managed by Nikopoulos pursuant to an Undocumented Management Agreement with 163 (the “**Undocumented Management Agreement**”). The Undocumented Management Agreement is described in the Nikopoulos Affidavit attached to this report as **Exhibit “L”**.

Events Prompting the Motion for Leave to Issue a Writ of Possession

18. On September 2, 2013, the Receiver met with Nikopoulos at the Receiver’s offices to address the following concerns of Receiver:
 - (i) Golddiggers and Meatheads (collectively hereinafter referred to as the “**Commercial Tenants**”) were occupying the Property without paying rent;
 - (ii) the quantum of the rents;
 - (iii) Nikopoulos was completing renovations to the Property without the concurrence of, or authorization from, 163;
 - (iv) Nikopoulos and the Commercial Tenants appear to be not at arm’s length from 163; and
 - (v) the Leases were not registered and were subordinate to the OW Charge.

19. The Receiver is authorized to collect rents from the Commercial Tenants and any other tenants occupying the Property pursuant to section 3(f) of the Appointment Order.
20. On September 4, 2013, the Receiver delivered a demand to the Commercial Tenants for the rents owing to 163 (the “**Demand for Rent**”). The Demand for Rent is attached to this report as **Exhibit “M”**.
21. The Commercial Tenants refused to pay rent under the Leases until the Restaurant and Adult Entertainment Business were operating.
22. On September 13, 2013, the Receiver delivered notices to the Commercial Tenants and the Undocumented Occupants of the Property asking for possession of same on or before September 20, 2013 (the “**Request for Possession**”). The Request for Possession is attached to this report as **Exhibit “N”**.
23. The Request for Possession was refused.
24. On October 8, 2013, the Receiver brought a motion for leave to issue a writ of possession as result of the refusal of the Commercial Tenants to deliver up possession of the Property (the “**Motion for Possession**”). The Motion for Possession is attached to this report as **Exhibit “O”**.
25. The Receiver filed two affidavits in support of the Motion for Possession:
 - (i) Brahm Rosen swore an affidavit on behalf of the Receiver on September 20, 2013 (the “**Rosen Affidavit**”). The Rosen Affidavit is attached to this report as **Exhibit “P”**; and
 - (ii) Jonah Bonn swore an affidavit on September 20, 2013 (the “**Bonn Affidavit**”) on behalf of OW. The Bonn Affidavit is attached to this report as **Exhibit “Q”**.

26. The Commercial Tenants retained Siskinds LLP and filed the affidavit of Nikopoulos (sworn October 7, 2013) as a responding record (the “**Nikopoulos Affidavit**”). The Nikopoulos Affidavit is attached to this report as **Exhibit “L”**.
27. The Nikopoulos Affidavit:
 - (i) outlines the alleged improvements to the Property undertaken by Nikopoulos on behalf of the Commercial Tenants to support the “equitable lien claims” of same; and
 - (ii) confirms that Nikopoulos has taken defacto control of the entire Property including the Hotel pursuant to the Undocumented Management Agreement.
28. The Honourable Mr. Justice Carey ordered the Possession Trial to determine the rights of the Receiver and the Commercial Tenants to possession of the Property in his endorsement dated October 8, 2013 (the “**Endorsement**”). The Endorsement is attached to this report as **Exhibit “R”**.
29. The Receiver’s counsel transcribed the Endorsement into a formal order (the “**Trial Order**”) and delivered same to Siskinds LLP on April 2, 2014 with a request that same be approved as to form and content. The Trial Order is attached to this report as **Exhibit “S”**. The Trial Order has not been approved by the Commercial Tenants.

Activities of the Receiver Subsequent to the Endorsement

30. The Receiver continued discussions to sell the Property to Nikopoulos subsequent to the Endorsement. Nikopoulos submitted an offer to purchase the Property to the Receiver on January 16, 2014 (the “**Nikopoulos Offer**”). The Nikopoulos Offer was accepted by the Receiver and was conditional on payment of a deposit within three (3) days of acceptance (the “**Nikopoulos APS**”).
31. The deposit referenced above in paragraph 30 was not paid to the Receiver. The Nikopoulos APS is null and void.

Activities of the Receiver Subsequent to the Nikopoulos APS

32. The Receiver is of the opinion that the Leases and Undocumented Management Agreement effectively grant Nikopoulos complete control over the Property and that same would be an impediment to a sale of the Property.
33. In the Receiver's first report dated March 31, 2014 (the "**First Report**") the Receiver:
 - (i) recommended a sales process that targeted a sale to an owner/operator with vacant possession of the Property (the "**Sales Process**"); and
 - (ii) recommended the completion of the following repairs to the Property prior to marketing same for sale:
 - a. remove and replace the existing flat roof; and
 - b. remove and replace the existing HVAC system.

(collectively hereinafter referred to as the "**Repairs**")

The quotations for the Repairs are attached to this Report as **Exhibit "T"**.

34. The motion to approve the First Report and the Sales Process was originally returnable in the London Ontario Superior Court of Justice on April 15, 2014 (the "**Motion to Approve the Sales Process**"). The Motion to Approve the Sales Process was adjourned to May 13, 2014 due to the fact that the Honourable Madame Justice Mitchell issued an Order removing Siskinds LLP as solicitors of record for the Commercial Tenants on April 24, 2014. The Honourable Madam Justice Mitchell ordered the Commercial Tenants to retain new counsel within thirty (30) days of April 29, 2014 (the "**April 29 Order**").
35. The Commercial Tenants failed to retain new counsel contrary to the terms of the April 29 Order.
36. The Motion to Approve the Sales Process was adjourned *sine die* on May 13, 2014 due to

the fact that:

- (i) the Commercial Tenants were still unrepresented; and
- (ii) the Sales Process and the Repairs cannot be undertaken without unfettered access to the Property by the Receiver.

Conclusions and Recommendations

37. The Commercial Tenants have failed to comply with the April 29 Order. The Receiver requests an order striking the Statement of Defence and an Order granting the Receiver leave to issue a writ of possession as against the Commercial Tenants. If the Commercial Tenants retain counsel prior to the return of this motion and this Honourable Court directs the trial of the issue to proceed, then the Receiver recommends the orders in paragraphs (i) to (ix) below and the timetable in paragraph (x) to (xiv) below to supplement the Trial Order:

- (i) an order directing the Commercial Tenants to serve a copy of this Order on the Undocumented Occupants that are in possession of the Property as of the date of this Order;
- (ii) an order that the Undocumented Occupants identify themselves to the Receiver on or before June 13, 2014;
- (iii) an order authorizing the Undocumented Occupants that identify themselves to the Receiver to be added as Defendants in the Possession Trial if the Undocumented Occupants object to the Receiver's request for vacant possession of the Property;
- (iv) an order directing Nikopoulos to advise any individuals that take possession of the Property after the date of this Order they are required to vacate the Property on 48 hours notice;
- (v) an order directing Meatheads to pay monthly rent in the amount of \$2,500 to the Receiver on June 1, 2014 and on the first of every month thereafter until further order of this Court plus any additional rent or property taxes demanded by the Receiver in accordance with the terms of the Meatheads Lease;
- (vi) an order directing Golddiggers to pay monthly rent in the amount of \$5,000 to the Receiver on June 1, 2014 and on the first of every month thereafter until further order of this Court plus any additional rent or property taxes demanded by the Receiver in accordance with the terms of the Golddiggers Lease;

- (vii) an order directing the Commercial Tenants to grant the Receiver immediate and unfettered access to the Property to complete the Repairs if the Receiver deems it necessary to complete the Repairs at any time prior to the Possession Trial;
- (viii) an order directing Nikopoulos and the Commercial Tenants to provide the Receiver with an accounting of rents received from the Undocumented Occupants from July 23, 2013 to June 1, 2014 and every month thereafter pending a further order of this Court (the “**Rents**”);
- (ix) an order directing Nikopoulos and the Commercial Tenants to pay the Rents to the Receiver commencing June 1, 2014 and every month thereafter pending a further order of this Court;

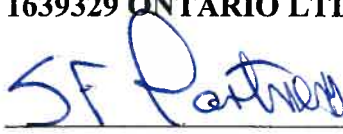

Timetable for the Trial Order

- (x) affidavit of documents to be exchanged by June 20, 2014;
- (xi) examinations for discovery to be completed on or before Friday July 11, 2014;
- (xii) undertakings from the examinations for discovery to be exchanged on or before Friday August 11, 2014;
- (xiii) motions arising from the examinations for discovery and/or outstanding undertakings to be completed by Friday August 22, 2014;
- (xiv) a three (3) day trial to be scheduled by the trial coordinator in September of 2014 or on the first available hearing date after August 22, 2014.

All of which is respectfully submitted.

Dated at Toronto, Ontario, this 2nd day of June 2014

**SF PARTNERS INC., IN ITS CAPACITY AS
COURT APPOINTED RECEIVER AND MANAGER OF
1639329 ONTARIO LTD.**

File No. 35-1292561T

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF 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

B E T W E E N:

ONTARIO WEALTH MANAGEMENT CORPORATION

Applicant

- and -

1639329 ONTARIO LTD.

Respondent

AND IN THE MATTER OF THE TRIAL OF AN ISSUE ORDERED BY JUSTICE CAREY ON OCTOBER 8, 2013, PURSUANT TO BANKRUPTCY RULE 187(8) OF *THE BANKRUPTCY AND INSOLVENCY ACT* AND RULE 38.10(2) OF *THE RULES OF CIVIL PROCEDURE*

B E T W E E N:

SF PARTNERS INC.

Plaintiff

-and-

MEATHEADS RESTAURANTS INC. and
GOLDDIGGERS CLUBS INC.

Defendant

**SUPPLEMENTAL REPORT TO THE
SECOND REPORT OF SF PARTNERS INC.**

June 20, 2014

Introduction

1. By Order of the Honourable Mr. Justice Goodman dated July 23, 2013 (the “**Appointment Order**”), SF Partners Inc. (the “**Receiver**”), was appointed as receiver and manager of the assets, property and undertaking of 1639329 Ontario Ltd. (“**163**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act*.
2. This report is supplementary to the Second Report of the Receiver dated June 2, 2014 and is intended to be read in conjunction therewith. Capitalized terms used herein without definition shall have the meanings assigned to them in the Second Report.

The Purpose of this Report

3. The purpose of this supplementary report is to advise this Honourable Court regarding the Receiver’s activities subsequent to the Order Striking the Statement of Defence of the Commercial Tenants.

Attendance at the Hotel

4. As has been previously reported, the Receiver requests vacant possession of the Property to market and sell same.
5. The Receiver is advised by George Nikopoulos that approximately 22 rooms at the Hotel are currently occupied by Undocumented Occupants.
6. On June 16, 2014, the Receiver attended at the Hotel and delivered to 55 rooms, copies of a letter (the “**Vacant Possession Letter**”) advising the Undocumented Occupants of the Receiver’s intention to appear before this Honourable Court to request an order approving a sales process that contemplates delivery of vacant possession of the Hotel to the Receiver. A copy of the Vacant Possession Letter is attached herewith as **Exhibit “A”**.

7. On the same date, the Receiver met with Nikopoulos and obtained a list of the names of all current Undocumented Occupants (the “**Undocumented Occupant List**”), by hotel room occupied, including the amounts paid daily, weekly or monthly, based on their own arrangements with Nikopoulos. A copy of the Undocumented Occupant List is attached herewith as **Exhibit “B”**.
8. In the Vacant Possession Letter, the Receiver requested that each Undocumented Occupant identify himself to the Receiver by June 19, 2014. The Vacant Possession Letter also confirms that the Receiver would advise this Honourable Court that the occupant of the noted room does not object to delivering up vacant possession of same within 24 hours of receipt of notice to do so if the Receiver does not receive an objection from the occupant by June 19, 2014.

Dealings with Undocumented Occupants Prior to June 19 Deadline

9. Between June 17 and June 19, 2014, the Receiver received calls and/or emails from thirteen individuals who identified themselves as occupants of the Hotel. Although some occupants expressed their displeasure in having to seek out and secure new lodging arrangements, none of the occupants the Receiver spoke with expressed opposition to delivering up vacant possession of their rooms to the Receiver.

Dealings with George Nikopoulos

10. Notwithstanding that the Nikopoulos APS was terminated, the Receiver has had ongoing discussions with Nikopoulos in respect of his continued interest in purchasing the Property.
11. Nikopoulos has continuously advised the Receiver that he has secured committed financing to purchase the Property that is contingent upon the sale of another property located in Toronto in which he has an ownership interest (the “**Toronto Property**”). Notwithstanding Nikopoulos’ advice, Nikopoulos has either been unable or unwilling to arrange a meeting between himself, the Receiver, and the proposed financier, despite the Receiver’s requests for a meeting, and Nikopoulos’ stated intention to arrange a meeting. The Receiver draws this Honourable Court’s

attention to its recent correspondence with Nikopoulos in this respect, attached herewith as **Exhibit “C”**.

12. The Receiver has also requested, on numerous occasions, documentation from Nikopoulos in respect of both the sale of the Toronto Property and of the financing with respect to the purchase of the Property in order to determine their *bona fides* and whether a new sale agreement can be reached. Notwithstanding his stated intention to provide the requested information, to date, Nikopoulos has not provided the information to the Receiver. This Honourable Court’s attention is again drawn to correspondence between the Receiver and Nikopoulos, attached herewith as **Exhibit “C”**.
13. The Receiver met with Nikopoulos on June 19, 2014. Among others, the following items were discussed:
 - Nikopoulos advised that the Toronto Property will likely be sold within the next three months, and that he believes he will likely be in a position to purchase the Property shortly thereafter;
 - Nikopoulos expressed his willingness to renegotiate the leases held by the Commercial Tenants to amounts commensurate with the monthly mortgage payments in respect of the Property;
 - Regarding a purchase of the Property, Nikopoulos advised that he had arranged new potential first-ranking mortgage financing, with the balance to be financed by the Applicant as a second-ranking mortgage lender. The Receiver advised Nikopoulos that the Applicant would not accept a second-ranking position for the amounts that had been contemplated; and
 - The Receiver again requested documentation regarding the potential sale of the Toronto Property and the potential mortgage financing. Nikopoulos indicated that he would attend to the Receiver’s request.

Conclusion

14. Notwithstanding Nikopoulos' expressed desire to complete a purchase of the Property, given the length of time that has passed since Nikopoulos first expressed interest in the Property, and given Nikopoulos' difficulty in generating sufficient financing, at this point, the Receiver has serious doubts as to Nikopoulos' ability to finalize a sale transaction.
15. It is therefore the Receiver's position that a sale process be undertaken immediately in order to expose the Property to the market and to maximize the realization in the quickest way possible. A sale process would not preclude Nikopoulos from making an offer.

All of which is respectfully submitted.

Dated at Toronto, Ontario, this 20th day of June 2014.

**SF PARTNERS INC., IN ITS CAPACITY AS
COURT APPOINTED RECEIVER AND MANAGER OF
1639329 ONTARIO LTD.**



TAB 5

ONTARIO WEALTH MANAGEMENT CORPORATION and 1639329 ONTARIO LTD.

Applicant

Respondent

Court File No. 35-1292561T

JUN 10 2014

U. Cassone appearing for the Keenev, SF Partners Inc.

No one appearing for the Ds, Golddegers. or Weathereds, although properly served in accordance with my Order of April 29, 2014. These Defendants have failed to comply with the terms of my Order of April 29, 2014 and accordingly, their Statement of ~~Defence~~ is struck. Order signed in firm files as amended. A copy of this Order shall be served (withnith on these Defendants.

Mitchell J.

A. K. Mitchell

JUN 24 2014

M. Cassone appearing for the Keenev. G. Nikopoulos appearing on behalf of the Defendants, Weathereds and Golddegers.

Mr. Nikopoulos seeks a further adjournment to retain counsel. The Defendants are in breach of the terms of my Order of April 29, 2014. Motion adjourned to July 8, 2014 exemption on the Defendants, Weathereds,

TCH/157386

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT LONDON

MOTION RECORD

HARRISON PENSA LLP

Barristers & Solicitors
450 Talbot Street
London, Ontario
N6A 5J6

Timothy C. Hogan
LSUC #365535
Tel: (519) 679-9660
Fax: (519) 667-3362
Solicitors for SF Partners Inc.

COUR SUPÉRIEURE DE JUSTICE
EN MATIÈRE DE FAILLITE
BANKRUPTCY
JUN - 4 2014

and Goldiggers. ~~On that date~~

Costs of today's attendance in the
amount of \$500 payable forthwith ^{and in} ~~advance of~~
by the Defendants to the Receiver ^{motor on July} ~~8, 2014~~

All rights of the Receiver pursuant to
my order of June 10, 2014 are expressly
reserved.

Mitchell J.
A.K. Mitchell.

²⁴
JUN 20 2014

M. Cassone appearing for the
Receiver

G. Nikopoulos appearing on behalf of the
Defendants, Meatheads and Goldloggers.

See endorsement regarding Receiver's
motion returnable June 10, 2014 for disposition.

The Defendants shall pay costs of today's
attendance on this motion in the amount
of \$500. payable forthwith and in advance
of the return of the motion on July 8, 2014.

A. K. Mitchell J.

A.K. Mitchell

TAB 6

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE
JUSTICE OF THE PEACE
JOHN O. GOODMAN

) TUESDAY, THE 29TH
) DAY OF JULY, 2014
)



**IN THE MATTER OF THE BANKRUPTCY OF 1639329 ONTARIO LTD., a corporation
incorporated pursuant to the laws of Ontario with its head office in the City of London, in
the Province of Ontario**

BANKRUPTCY ORDER

On the application of Ontario Wealth Management Corporation, a creditor of 1639329 Ontario Ltd., in the Province of Ontario, filed on the 18th day of February, 2014;

Having heard Counsel for the Applicant/Creditor;

And having seen the Application of the Applicant/Creditor and the consent of SF Partners Inc. to act as trustee of the property of 1639329 Ontario Ltd.;

And being advised by Counsel for the Applicant/Creditor that the Application is unopposed;

And it appearing to the Court that the following act of bankruptcy has been committed;

- (a) 1639329 Ontario Ltd. has ceased to meet its liabilities generally as they have become due in that it has failed to meet its obligations to Ontario Wealth Management Corporation

within the six (6) months preceding the date of the filing of the Application for a Bankruptcy Order;

1. That the Court hereby orders that 1639329 Ontario Ltd., of the City of London, in the Province of Ontario, be adjudged bankrupt by virtue of a bankruptcy order hereby made on this date.
2. The Court further orders that SF Partners Inc., of the City of Toronto, in the Province of Ontario, be appointed as trustee of the estate of the bankrupt.
3. The Court further orders that the trustee give security in cash or by bond or suretyship without delay, in accordance with subsection 16(1) of the Act.
4. The Court further orders that the costs of the Applicant/Creditor be paid out of the estate of the bankrupt on taxation of the estate.

Dated at London, this 29th day of July, 2014.

A handwritten signature in black ink, appearing to be 'Aa', is written over a horizontal line.

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

**IN THE MATTER OF THE BANKRUPTCY
OF 1639329 ONTARIO LTD., a corporation
incorporated pursuant to the laws of Ontario
with its head office in the City of London, in
the Province of Ontario**

BANKRUPTCY ORDER

**GRAHAM TOBE PROFESSIONAL
CORPORATION**

Barristers & Solicitors
2950 Keele Street, Suite 201
Toronto, Ontario
M3M 2H2

AMY C. LOK

LSUC # 59337M
Tel: (416) 256-1555 ext. 225
Fax: (416) 256-0918

Lawyers for the Applicant/Creditor, Ontario
Wealth Management Corporation

TAB 7

IN THE MATTER OF THE RECEIVERSHIP OF
1639329 ONTARIO LTD.

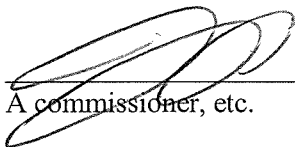
AFFIDAVIT OF FEES

I, Brahm Rosen, Chartered Accountant and Licensed Trustee in Bankruptcy, of the City of Vaughan, Province of Ontario, make oath and say as follows:

1. I am President of SF Partners Inc., the Receiver of the above mentioned estate, and as such have knowledge of the administration.
2. The total time charges of the Receiver relating to the administration of the estate amounted to \$88,136.05, exclusive of HST, as of November 7, 2014.
3. Attached as Exhibit "A" and "B" to this Affidavit are schedules of time spent with standard rates of those employed by the Receiver for the period from April 1, 2013 to November 7, 2014 in its capacity as Receiver and a summary of services rendered, which describes in detail the services rendered by the Receiver in connection with the administration of the estate.
4. The Receiver has not received, nor hopes, nor expects to receive, nor has the Receiver been promised any remuneration or consideration other than claimed herein.

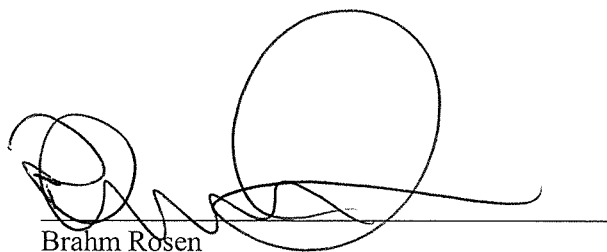
DATED at Toronto, Ontario this 7th day of November, 2014.

SWORN before me at the
City of Toronto, Province of Ontario,
this 7th day of November, 2014.



A commissioner, etc.

Joel Martin Ross,
a Commissioner, etc., Province of Ontario,
for SF Partners Inc., Trustee in Bankruptcy.
Expires July 3, 2016.



Brahm Rosen

IN THE MATTER OF THE RECEIVERSHIP OF
1639329 ONTARIO LTD.

Summary of Total Time Charges
For the period from April 1, 2013 to November 7, 2014

B. Rosen	139.57	hrs at	\$ 450.00 /hr	\$ 62,806.50
J. Ross	85.25	hrs at	\$ 275.00 /hr	23,443.75
B. Lieu	4.50	hrs at	\$ 230.00 /hr	1,035.00
S. Mahjoub	12.40	hrs at	\$ 65.00 /hr	806.00
Administration	0.64	hrs at	\$ 70.00 /hr	<u>44.80</u>
Total time charges				<u><u>\$ 88,136.05</u></u>

This is Exhibit " A " referred to
in the Affidavit of

Brahm Rosen
Sworn before me this 7 day
of November, 20 14

[Signature]
A Commissioner for Oaths in and for Ontario

Joel Martin Ross,
a Commissioner, etc., Province of Ontario,
for SF Partners Inc., Trustee in Bankruptcy.
Expires July 3, 2016.

IN THE MATTER OF THE RECEIVERSHIP OF
1639329 ONTARIO LTD.

Summary of Services Rendered by SF Partners Inc. in its capacity as Receiver of 1639329 Ontario Ltd.
For the period from April 1, 2013 to November 7, 2014

Last Name	Date	Memo	Hours
B. Rosen	4/22/2013	Discussion with Graham Tobe.	0.50
B. Rosen	7/23/2013	Discussion with Graham Tobe; reviewing Court Order; various emails.	1.00
B. Rosen	7/24/2013	Dealing with insurance; preparation of Notice and Statement of Receiver.	0.67
B. Rosen	7/26/2013	Call with Graham Tobe.	0.60
B. Rosen	7/29/2013	Meeting with Graham Tobe and Jonah Bonn.	1.00
B. Rosen	8/2/2013	Preparation of Notice and Statement of Receiver.	1.00
B. Rosen	8/15/2013	Dealing with appraiser; preparing memorandum regarding marketing.	0.70
B. Rosen	8/28/2013	Call with Graham Tobe; emails from Jonah Bonn; Call with George Nikopoulos.	1.00
B. Rosen	9/3/2013	Meeting with George Nikopoulos.	1.00
B. Rosen	9/4/2013	Call with Graham Tobe; email to George Nikopoulos.	0.33
B. Rosen	9/9/2013	Call with Graham Tobe to review lease; emails with George Nikopoulos.	1.00
B. Rosen	9/10/2013	Emails to George Nikopoulos.	0.50
B. Rosen	9/11/2013	Meeting with George Nikopoulos in London.	3.00
B. Rosen	9/13/2013	Email to Amy Lok.	0.75
B. Rosen	9/18/2013	Emails George Nikopoulos.	0.40
B. Rosen	9/19/2013	Review affidavits.	0.75
B. Rosen	9/23/2013	Review affidavit; discussion with George Nikopoulos.	1.20
B. Rosen	9/27/2013	Call and email to George Nikopoulos.	0.75
B. Rosen	10/2/2013	Emails with Amy Lok.	0.60
B. Rosen	10/10/2013	Review correspondence.	0.67
B. Rosen	10/16/2013	Various calls and emails.	2.00

J. Ross	10/17/2013	Discussion with Brahm Rosen; various communication with George Nikopoulos regarding attendance; review materials.	1.50
B. Rosen	10/21/2013	Attendance on site; call with Graham Tobe.	3.00
J. Ross	10/21/2013	Attendance on site; meeting with George Nikopoulos.	4.25
B. Rosen	10/22/2013	Call with George Nikopoulos.	0.33
B. Rosen	10/24/2013	Prepare memorandum regarding marketing alternatives.	1.00
B. Rosen	10/28/2013	Prepare memorandum; call with Tim Hogan; email with Jonah Bonn.	1.60
B. Rosen	10/29/2013	Correspondence with Tim Hogan.	0.33
J. Ross	10/29/2013	Review receipt and disbursement information provided by George Nikopoulos.	2.75
J. Ross	10/30/2013	Correspondence with Mitch Wine and Tim Hogan.	1.00
B. Rosen	11/4/2013	Call with Graham Tobe and Jonah Bonn.	0.50
B. Rosen	11/5/2013	Communication with George Nikopoulos; deal with Canada Revenue Agency matter.	0.60
B. Rosen	11/6/2013	Deal with Canada Revenue Agency matter.	0.20
J. Ross	11/8/2013	Review financial information.	1.50
B. Rosen	11/10/2013	Deal with matters regarding hotel operations.	0.33
B. Rosen	11/11/2013	Call with Graham Tobe; correspondence with Tim Hogan regarding hotel issues.	1.10
B. Rosen	11/12/2013	Call with Jonah Bonn, Tim Hogan, and Joel Ross regarding hotel operations.	0.33
B. Rosen	11/13/2013	Attendance on site; meeting at hotel; meeting with Tim Hogan.	3.70
J. Ross	11/13/2013	Attendance on site; various discussions with George Nikopoulos; meeting with Tim Hogan at Harrison Pensa offices regarding receivership and strategy; dealing with other matters re: receivership	5.25
B. Rosen	11/14/2013	Call with Graham Tobe; discussion with Joel Ross.	0.16
J. Ross	11/14/2013	Discussions with George Nikopoulos regarding operations; operational analysis; draft report to Ontario Wealth Management Corporation.	2.75
B. Rosen	11/15/2013	Review report.	0.75
J. Ross	11/15/2013	Further analysis of operations, memorandum to Ontario Wealth Management Corporation, discussion with Brahm Rosen.	2.25
B. Rosen	11/20/2013	Deal with operating matters.	0.33
B. Rosen	11/21/2013	Emails with George Nikopoulos.	0.10
B. Rosen	11/22/2013	Review and respond to letter from George Nikopoulos.	0.40
B. Rosen	11/25/2013	Review letter and discussion with George Nikopoulos; discussion with Jonah Bonn and Joel Ross.	1.00

B. Rosen	11/26/2013	Deal with offer; review Ministry of Finance claim.	0.60
B. Rosen	11/28/2013	Meeting with George Nikopoulos.	1.10
B. Rosen	12/2/2013	Call with George Nikopoulos; call with counsel regarding offer.	1.00
B. Rosen	12/3/2013	Deal with bankruptcy matter and Ministry of Finance claim.	0.40
B. Rosen	12/5/2013	Call with George Nikopoulos.	0.25
B. Rosen	12/6/2013	Call with George Nikopoulos.	0.20
B. Rosen	12/10/2013	Meeting with George Nikopoulos regarding offer.	1.10
B. Rosen	12/11/2013	Call with George Nikopoulos; call with Marty Usher.	0.20
B. Rosen	12/13/2013	Emails with Graham Tobe and Jonah Bonn; lengthy call with Marty Usher; lengthy call with George Nikopoulos regarding offer.	1.20
B. Rosen	12/14/2013	Deal with offer.	0.20
B. Rosen	12/15/2013	Deal with offer.	0.65
B. Rosen	12/16/2013	Deal with offer.	2.00
B. Rosen	12/17/2013	Deal with Ministry of Finance claim; deal with offer.	0.80
B. Rosen	12/18/2013	Deal with offer; deal with bankruptcy matter.	1.20
B. Rosen	12/19/2013	Emails with George Nikopoulos.	0.10
J. Ross	12/19/2013	Deal with offer; communications with George Nikopoulos.	1.25
B. Rosen	12/20/2013	Call with Graham Tobe; call and emails with George Nikopoulos.	0.75
J. Ross	12/23/2013	Discussions with George Nikopoulos regarding offer; attendance on site; review chattels list.	2.00
B. Rosen	12/30/2013	Emails with George Nikopoulos.	0.10
B. Rosen	1/6/2014	Deal with lease and rent issue.	1.00
B. Rosen	1/7/2014	Email with George Nikopoulos.	0.10
B. Rosen	1/8/2014	various emails. info provises re motion/ call w George Nikopoulos	0.25
J. Ross	1/8/2014	Prepare Notice and Statement of the Receiver.	1.00
B. Rosen	1/10/2014	Emails with George Nikopoulos.	0.16
B. Rosen	1/14/2014	Call with George Nikopoulos.	0.33
B. Rosen	1/16/2014	Calls and emails with George Nikopoulos.	0.20
B. Rosen	1/17/2014	Calls with George Nikopoulos; deal with hotel issues.	1.00
B. Rosen	1/21/2014	Deal with bankruptcy and Ministry of Finance.	0.40
B. Rosen	1/22/2014	Review leases and offer.	1.10

B. Rosen	1/23/2014	Attendance on site and meeting with George Nikopoulos.	2.75
B. Rosen	1/24/2014	Deal with offer.	1.00
B. Rosen	1/26/2014	Deal with appraisal.	0.16
B. Rosen	1/29/2014	Deal with appraisals; communication with George Nikopoulos.	0.25
B. Rosen	1/30/2014	Deal with Canada Revenue Agency; discussion with Carlos Canejo, George Nikopoulos; various emails and calls.	1.20
B. Rosen	1/31/2014	Follow up with Colina King and George Nikopoulos.	0.20
B. Rosen	2/4/2014	Deal with offer.	0.75
B. Rosen	2/5/2014	Discussion with George Nikopoulos regarding offer; dealing with bankruptcy matter.	1.00
B. Rosen	2/6/2014	Deal with offer; various emails.	1.10
B. Rosen	2/7/2014	Review appraisal information and agreement.	1.00
J. Ross	2/7/2014	Attendance on site and meeting with appraiser.	4.50
B. Rosen	2/9/2014	Deal with offer.	0.10
B. Rosen	2/10/2014	Emails to George Nikopoulos.	0.16
B. Rosen	2/11/2014	Meeting with Graham Tobe, Jonah Bonn and Amy Lok; call with George Nikopoulos; email to Colina King.	1.40
B. Rosen	2/12/2014	Emails to Colina King and George Nikopoulos.	0.20
S. Mahjoub	2/12/2014	Review default letter and prepare registered mail package.	0.50
B. Rosen	2/13/2014	Revise default letter; emails with George Nikopoulos.	2.00
J. Ross	2/13/2014	Discussions with appraiser; discussions with Brahm Rosen regarding offer; discussion with George Nikopoulos regarding offer.	1.75
S. Mahjoub	2/13/2014	Finalize letter regarding default and go to Canada Post.	1.00
B. Rosen	2/14/2014	Discussion and emails to Amy Lok; emails with Graham Tobe; communication with Tim Hogan regarding borrowings.	1.20
B. Rosen	2/17/2014	Discussion with Tim Hogan regarding occupants.	0.20
B. Rosen	2/18/2014	Discussion with George Nikopoulos; discussion with Tim Hogan regarding lease issue.	1.40
J. Ross	2/18/2014	Discussion with Tim Hogan; emails with George Nikopoulos.	0.25
B. Rosen	2/19/2014	Call with George Nikopoulos regarding default letter; emails with Graham Tobe; communication with Tim Hogan; deal with borrowings.	1.50
J. Ross	2/19/2014	discussion with Tim Hogan. emails w George Nikopoulos	0.50
B. Rosen	2/20/2014	Follow up on rents.	0.50
B. Rosen	2/21/2014	Deal with rent and notices.	1.15

S. Mahjoub	2/21/2014	Prepare file and set up new bank account.	1.00
B. Rosen	2/23/2014	Review memorandum from Tim Hogan.	0.60
B. Rosen	2/24/2014	Review memorandum from Tim Hogan and follow up.	0.33
J. Ross	2/24/2014	Review Tim Hogan memorandum regarding motel guests.	0.75
B. Rosen	2/26/2014	Deal with occupancy issue.	0.60
B. Rosen	2/28/2014	Follow up with Tim Hogan and George Nikopoulos.	0.20
J. Ross	2/28/2014	Discussions with appraiser.	0.50
B. Rosen	3/1/2014	Discussion with Tim Hogan regarding issues.	0.33
J. Ross	3/3/2014	Discussions with Tim Hogan regarding hotel guests, Meatheads Restaurants Inc. and Goldiggers Clubs Inc. leases; letter to hotel guests; discussions with Brahm Rosen regarding same.	1.50
B. Rosen	3/4/2014	Call with Joel Ross.	0.16
B. Rosen	3/6/2014	Deal with various issues regarding occupants, sale and court date.	1.60
B. Rosen	3/7/2014	Meeting with Graham Tobe; call with George Nikopoulos.	1.40
J. Ross	3/7/2014	Discussion with Brahm Rosen regarding Jonah Bonn's queries.	2.25
B. Rosen	3/10/2014	Call with George Nikopoulos.	0.20
B. Rosen	3/11/2014	Call with George Nikopoulos.	0.50
B. Rosen	3/12/2014	Emails with Graham Tobe; call with George Nikopoulos.	0.30
B. Rosen	3/13/2014	Emails and calls with George Nikopoulos and Colina King.	0.33
S. Mahjoub	3/13/2014	Prepare deposit.	0.50
B. Rosen	3/14/2014	Communication with George Nikopoulos.	0.33
B. Rosen	3/16/2014	Emails with George Nikopoulos and Colina King.	0.33
B. Rosen	3/17/2014	Call with real estate agent; call with George Nikopoulos.	1.00
B. Rosen	3/18/2014	Call with Tim Hogan; calls with George Nikopoulos.	1.50
B. Rosen	3/19/2014	Meetings with Graham Tobe, Tim Hogan and Michael Cassone regarding borrowing limit.	0.40
B. Rosen	3/20/2014	Prepare First Report to Court.	1.00
B. Rosen	3/21/2014	Prepare First Report to Court.	2.20
B. Rosen	3/23/2014	Prepare First Report to Court.	0.70
B. Rosen	3/24/2014	Prepare First Report to Court.	1.00
B. Rosen	3/25/2014	Emails to Graham Tobe; call with George Nikopoulos.	0.10
B. Rosen	3/25/2014	Call with George Nikopoulos; prepare First Report to Court.	0.67

B. Rosen	3/27/2014	Prepare First Report to Court.	2.50
S. Mahjoub	3/27/2014	Prepare various disbursements.	0.50
B. Rosen	3/28/2014	Prepare First Report to Court.	2.50
B. Rosen	3/30/2014	Prepare First Report to Court.	1.10
B. Rosen	3/31/2014	Prepare First Report to Court; review tax payment; email to George Nikopoulos.	2.60
S. Mahjoub	3/31/2014	Prepare First Report to Court; prepare deposit of receivers borrowings from Ontario Wealth Management Corporation; prepare payment for municipal taxes and arrange for courier.	1.50
B. Rosen	4/1/2014	Call with George Nikopoulos regarding Marty Usher.	0.20
J. Wu	4/2/2014	Prepare bank reconciliation for February 2014.	0.08
B. Rosen	4/3/2014	various emails	0.33
B. Rosen	4/7/2014	Call and email with George Nikopoulos.	0.20
B. Rosen	4/8/2014	Deal with rent; email with George Nikopoulos, Colina King and Tim Hogan.	0.40
B. Rosen	4/9/2014	Call with George Nikopoulos; emails with Tim Hogan.	0.40
S. Mahjoub	4/10/2014	Prepare disbursement.	0.25
B. Rosen	4/11/2014	Call with George Nikopoulos and Joel Ross.	0.33
J. Ross	4/11/2014	Attendance on site; various discussions with George Nikopoulos regarding offer, deal with College Street issues, financing and Marty Usher.	4.50
B. Rosen	4/14/2014	Discussion with Joel Ross and George Nikopoulos.	0.67
B. Rosen	4/16/2014	Communications with George Nikopoulos.	0.50
S. Mahjoub	4/16/2014	Prepare disbursement.	0.50
B. Rosen	4/17/2014	Emails to George Nikopoulos.	0.40
B. Rosen	4/22/2014	Deal with rent; email with George Nikopoulos, and Marty Usher.	0.60
B. Rosen	4/23/2014	Emails with Tim Hogan; emails George Nikopoulos.	0.40
B. Rosen	4/24/2014	Discussion with Tim Hogan; emails with George Nikopoulos.	0.25
B. Rosen	4/25/2014	Deal with rent issue; call with Tim Hogan.	0.25
B. Rosen	4/28/2014	Call with George Nikopoulos.	0.33
B. Rosen	4/29/2014	Emails with George Nikopoulos; emails with Tim Hogan emails.	0.10
B. Rosen	5/1/2014	Emails with George Nikopoulos.	0.20
S. Mahjoub	5/6/2014	Prepare deposit for rental income.	0.50
B. Rosen	5/9/2014	Emails with George Nikopoulos; Tim Hogan emails and memo.	1.00

B. Rosen	5/11/2014	Review material from Tim Hogan.	0.33
B. Rosen	5/12/2014	Call with Graham Tobe; review factum; emails to lawyers.	0.25
B. Rosen	5/13/2014	Call with Graham Tobe, Tim Hogan, Jonah Bonn and Michael Cassone; emails and calls with George Nikopoulos.	0.67
B. Rosen	5/14/2014	Calls and emails with George Nikopoulos.	0.33
B. Rosen	5/15/2014	Various emails; review information regarding motion; call with George Nikopoulos.	1.00
B. Rosen	5/16/2014	Prepare information for Tim Hogan.	0.25
B. Rosen	5/19/2014	Prepare information for Tim Hogan.	0.10
B. Rosen	5/22/2014	Emails with George Nikopoulos.	0.25
B. Rosen	5/23/2014	Prepare Second Report to Court; various emails.	0.40
B. Rosen	5/25/2014	Prepare Second Report to Court.	0.50
B. Rosen	5/26/2014	Review information for Second Report to Court; call with Tim Hogan, Michael Cassone; Graham Tobe and Joel Ross.	1.50
S. Mahjoub	5/26/2014	Prepare disbursements.	0.25
B. Rosen	5/27/2014	Prepare Second Report to Court.	0.50
S. Mahjoub	5/27/2014	Prepare deposit.	0.25
B. Rosen	5/28/2014	Prepare Second Report to Court.	0.25
B. Rosen	5/30/2014	Prepare Second Report to Court.	0.33
S. Mahjoub	5/30/2014	Email to Graham Tobe.	0.15
B. Rosen	6/2/2014	Review and finalize Second Report to Court.	1.10
B. Rosen	6/3/2014	Deal with rents.	0.20
B. Rosen	6/9/2014	Review options.	0.33
J. Wu	6/10/2014	Prepare bank reconciliation for March and April 2014.	0.16
S. Mahjoub	6/10/2014	Prepare deposit.	0.25
B. Rosen	6/11/2014	Review motion materials.	0.25
B. Rosen	6/13/2014	Call with George Nikopoulos; prepare letter to occupants; discussion with Joel Ross.	0.40
B. Rosen	6/16/2014	Discussion with Joel Ross regarding tenants; calls with George Nikopoulos.	0.33
J. Ross	6/16/2014	Attendance at London premises; discussion with George Nikopoulos; discussion with Tim Hogan regarding letter; delivery of letter to hotel occupants.	5.00
B. Rosen	6/17/2014	Review Supplementary Report with Joel Ross.	0.20
J. Ross	6/17/2014	Prepare analysis of operations.	1.25

B. Rosen	6/18/2014	Call with Graham Tobe, Michael Cassone and Joel Ross; review Supplementary Report; emails to George Nikopoulos.	0.70
J. Ross	6/18/2014	Call with Mike Cassone and Graham Tobe; review of prior reports; update of pro-forma operational analysis; prepare Supplementary Report to Court.	4.25
B. Rosen	6/19/2014	Review Supplementary Report; meeting with George Nikopoulos.	1.20
J. Ross	6/19/2014	Meeting with George Nikopoulos; revisions to Supplementary Report to Court; discussions with Brahm Rosen and Michael Cassone; calls from hotel occupants.	2.50
B. Rosen	6/20/2014	Finalize Supplementary Report to Court.	1.00
J. Ross	6/20/2014	Finalize Supplementary Report to Court; discussion with Tim Hogan	2.50
S. Mahjoub	6/24/2014	Prepare deposit; prepare disbursements.	1.00
B. Rosen	6/27/2014	Emails with Ben Frydenberg; emails with George Nikopoulos.	0.16
B. Rosen	6/30/2014	Prepare Statement of Receipts and Disbursements.	0.50
B. Rosen	7/2/2014	Correspondence with George Nikopoulos, Michael Cassone, Tim Hogan; discussion with Joel Ross.	1.00
J. Wu	7/2/2014	Prepare bank reconciliation for May 2014.	0.08
B. Rosen	7/3/2014	Emails from George Nikopoulos.	0.16
B. Rosen	7/4/2014	Emails regarding court date.	0.50
B. Rosen	7/5/2014	Calls regarding court date.	0.10
B. Rosen	7/8/2014	Various calls regarding court date; review terms of adjournment.	1.10
J. Ross	7/8/2014	Meetings with Michael Cassone regarding priority of secured debt over lease; attendance at court regarding motion; negotiations with George Nikopoulos and counsel regarding settlement of matter and offer to purchase; drafting of minutes of settlement with Michael Cassone; further negotiation regarding settlement; re-attendance at court.	6.50
S. Mahjoub	7/9/2014	Prepare deposit.	0.50
B. Rosen	7/10/2014	Review offer.	0.40
J. Ross	7/10/2014	Review offer.	1.50
B. Rosen	7/14/2014	Deal with insurance and offer; discussion with George Nikopoulos.	1.00
B. Rosen	7/15/2014	Deal with offer and insurance.	0.25
J. Wu	7/15/2014	Prepare bank reconciliation for June 2014	0.08
B. Rosen	7/16/2014	Emails from Tim Hogan and Michael Cassone.	0.16
B. Rosen	7/18/2014	Deal with insurance.	0.70
J. Ross	7/18/2014	Deal with insurance.	1.75
B. Rosen	7/21/2014	Deal with insurance.	0.40

B. Rosen	7/22/2014	Deal with insurance, review Statement of Receipts and Disbursements; review rent schedule; emails to Graham Tobe and Michael Cassone.	1.00
S. Mahjoub	7/22/2014	Prepare rental income summary.	0.75
B. Rosen	7/23/2014	Call with George Nikopoulos.	0.25
J. Ross	7/24/2014	Discussion with insurance broker; review policy.	1.50
B. Rosen	7/28/2014	Attendance on site.	2.50
B. Rosen	7/29/2014	Review terms of settlement.	0.33
B. Rosen	7/30/2014	Deal with offer.	0.33
B. Rosen	7/31/2014	Review cash flow.	0.40
B. Rosen	7/31/2014	Review cash flow.	0.50
B. Rosen	8/1/2014	Discussion with George Nikopoulos; deal with occupancy issues.	0.50
B. Rosen	8/7/2014	Deal with deposit.	0.20
B. Rosen	8/8/2014	Deal with deposit and emails with Graham Tobe; emails with George Nikopoulos.	0.67
B. Rosen	8/12/2014	Emails regarding deposit.	0.40
B. Rosen	8/14/2014	Call with George Nikopoulos.	0.40
B. Rosen	8/21/2014	Deal with taxes; review minutes.	0.20
S. Mahjoub	8/21/2014	Prepare disbursements.	0.25
S. Mahjoub	8/28/2014	Prepare disbursements.	0.50
B. Rosen	9/5/2014	Discussion with George Nikopoulos; discussion with Tim Hogan.	0.33
J. Wu	9/5/2014	Prepare bank reconciliation for July 2014.	0.08
B. Rosen	9/8/2014	Call with George Nikopoulos.	0.25
B. Rosen	9/15/2014	Call with George Nikopoulos; call with potential purchaser; follow up with email.	1.20
B. Rosen	9/16/2014	Meeting with George Nikopoulos; call with Canada Revenue Agency.	1.10
B. Rosen	9/18/2014	Prepare Receiver's Interim Report; call with George Nikoloupos.	0.60
J. Ross	9/18/2014	Attendance on site and meeting with insurance inspector; discussions with George Nikopoulos regarding closing matters.	5.50
B. Rosen	9/19/2014	Deal with insurance.	0.05
S. Mahjoub	9/19/2014	Send Receiver's Interim Report.	0.15
J. Wu	9/22/2014	Prepare bank reconciliation for August 2014.	0.08
B. Rosen	10/7/2014	Discussion with George Nikopoulos regarding purchase.	0.50
B. Rosen	10/9/2014	Emails to George Nikopoulos and Tim Hogan.	0.25

B. Rosen	10/15/2014	Emails to George Nikopoulos and Tim Hogan.	0.33
B. Rosen	10/17/2014	Calls and emails with George Nikopoulos and Edward Freisen.	0.50
B. Rosen	10/20/2014	Emails with Eric Freisen; emails regarding rent.	0.40
B. Rosen	10/21/2014	Emails with Edward Freisen; emails to counsel.	0.50
B. Rosen	10/22/2014	Discussion with counsel regarding court approval; email and call with Bogdan Kaminski.	0.70
B. Rosen	10/23/2014	Emails to counsel.	0.16
J. Ross	10/23/2014	Drafting of third report and supplemental confidential report to court	5.25
B. Rosen	10/24/2014	Emails with Bogdan Kaminski; emails with Tim Hogan; discussion with Graham Tobe, Jonah Bonn and Tim Hogan.	0.50
J. Ross	10/24/2014	Drafting court reports.	3.00
B. Rosen	10/25/2014	Reviewing Notice of Motion.	0.40
B. Rosen	10/26/2014	Preparing Third Report to Court.	0.67
B. Rosen	10/28/2014	Various emails with Ed Friesen, George Nikopoulos, Graham Tobe and Tim Hogan.	0.45
J. Wu	10/29/2014	Bank reconciliation - September, 2014.	0.08
B. Lieu	10/29/2014	Prepare time summary.	4.50
S. Mahjoub	10/29/2014	Finalize time summary; prepare affidavit of fees.	1.00
B. Rosen	10/29/2014	Call with George Nikopoulos; review revised court report.	0.55
S. Mahjoub	10/30/2014	Partial redemption of GIC; payment to City of London; arrange for courier.	0.50
B. Rosen	10/30/2014	Emails of George Nikopoulos and Tim Hogan re: extension of time to close transaction; review court reports.	0.85
S. Mahjoub	10/31/2014	Receipt of rental payment; provided receipt.	0.50
B. Rosen	10/31/2014	Discussion with George Nikopoulos re: rents due; emails with Tim Hogan.	0.30
S. Mahjoub	11/3/2014	Prepare deposit.	0.10
B. Rosen	11/5/2014	Emails with George Nikopoulos; review term sheet from Marty Usher.	0.67
J. Ross	11/7/2014	Finalize court reports; discussions with Tim Hogan in that regard.	2.75

This is Exhibit " B " referred to
in the Affidavit of

Brahm Rosen
Sworn before me this 7 day
of November, 20 14

[Signature]
A Commissioner for Oaths in and for Ontario

Joel Martin Ross,
a Commissioner, etc., Province of Ontario,
for SF Partners Inc., Trustee in Bankruptcy.
Expires July 3, 2016.

TAB 8

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF 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

B E T W E E N:

ONTARIO WEALTH MANAGEMENT CORPORATION

Applicant

- and -

1639329 ONTARIO LTD.

Respondent

**AFFIDAVIT OF MELINDA VINE
(Sworn November 7, 2014)**

I, MELINDA VINE, of the City of London, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a solicitor qualified to practice law in the Province of Ontario and I am a lawyer with Harrison Pensa ^{LLP}, who acts as counsel for SF Partners Inc. as court appointed Receiver of 1639329 Ontario Ltd. (the "**Receiver**") in the within proceeding and as such I have knowledge of the matters to which I hereinafter depose except for those matters based expressly upon information and belief.
2. Attached hereto and marked as Exhibit "A" is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with

such and disbursements for the period of October 30, 2013 to November 18, 2013.

3. Attached hereto and marked as Exhibit "B" are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of October 30, 2013 to November 18, 2013 and an account statement detailing the services provided dated January 9, 2014.
4. Attached hereto and marked as Exhibit "C" is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements for the period of January 23, 2014 to March 31, 2014.
5. Attached hereto and marked as Exhibit "D" are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of January 23, 2014 to March 31, 2014 and an account statement detailing the services provided dated April 11, 2014.
6. Attached hereto and marked as Exhibit "E" is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements for the period of March 18, 2014 to June 19, 2014.
7. Attached hereto and marked as Exhibit "F" are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of March 18, 2014 to June 19, 2014 and an account statement detailing the services provided dated June 23, 2014.

8. Attached hereto and marked as Exhibit "G" is a summary of the time incurred by professionals at Harrison Pensa^{LLP}, the hourly rate and fees associated with such and disbursements for the period of June 20, 2014 to August 13, 2014.
9. Attached hereto and marked as Exhibit "H" are particulars of time spent by professionals at Harrison Pensa^{LLP} in connection with this matter for the period of June 20, 2014 to August 13, 2014 and an account statement detailing the services provided dated August 27, 2014.
10. Attached hereto and marked as Exhibit "I" is a summary of the time incurred by professionals at Harrison Pensa^{LLP}, the hourly rate and fees associated with such and disbursements for the period of October 2, 2014 to November 3, 2014.
11. Attached hereto and marked as Exhibit "J" are particulars of time spent by professionals at Harrison Pensa^{LLP} in connection with this matter for the period of October 2, 2014 to November 3, 2014 and an account statement detailing the services provided dated November 7, 2014
12. The hourly billing rates set out in the Exhibits are comparable to the hourly rates charged by Harrison Pensa^{LLP} for services rendered in relation to similar proceedings.
13. The Receiver expects to incur further legal fees and disbursements to complete this engagement. All amounts billed to the Receiver will be consistent with those set out in this affidavit and the Exhibits hereto
14. The fees and disbursements of Harrison Pensa^{LLP} in this matter are as follows:

- a. October 30, 2013 to November 18, 2013 - \$2,783.21
- b. January 23, 2014 to March 31, 2014 - \$6,785.70
- c. March 18, 2014 to June 19, 2014 - \$19,680.18
- d. June 20, 2014, 2014 to August 13, 2014 - \$9,865.09
- e. October 2, 2014 to November 3, 2014 - \$4,672.44
- f. TOTAL - \$43,786.62

15. The average hourly rate charged by professionals at Harrison Pensa^{LLP} is \$327.02.

16. I make this Affidavit in support of approval of fees and disbursements of the counsel for the Receiver.

SWORN BEFORE ME at the City
of London, in the Province of
Ontario this 7th day of
November, 2014.

A Commissioner, etc.

Jim Hogan

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MELINDA VINE

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

IN THE MATTER OF 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

B E T W E E N:

ONTARIO WEALTH MANAGEMENT CORPORATION

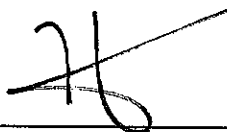
Applicant

- and -

1639329 ONTARIO LTD.

Respondent

**ATTACHED HERETO IS EXHIBITS "A" TO "J"
AS REFERRED TO IN THE AFFIDAVIT OF MELINDA VINE,
SWORN BEFORE ME ON NOVEMBER 7TH, 2014.**



A Commissioner, etc.

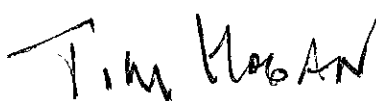


EXHIBIT A

(From October 30, 2013 to November 18, 2013)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	3.9	\$400.00	\$1,560.00
	Christian J. Hamber	1995	1.2	\$400.00	\$480.00
TOTAL FEES					\$2,040.00
HST ON FEES					\$265.20
TOTAL TAXABLE DISBURSEMENTS					\$415.94
TOTAL NON TAXABLE DISBURSEMENTS					\$8.00
HST DISBURSEMENTS					\$54.07
TOTAL FEES, DISBURSEMENTS AND HST					\$2,783.21

EXHIBIT B



HARRISON PENSA
450 Talbot Street
P.O. Box 3237
LONDON ON N6A 4K3

Telephone: (519) 679 9660
Facsimile: (519) 667 3362

S.F. Partners Inc.
4950 Yonge Street
Toronto
Ontario
M2N 6K1

January 9, 2014
Invoice #: 138909

File #: 157386/Timothy C. Hogan
RE: 1639329 Ontario Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
30-Oct-13	Various e-mails, calls and review of appointing order and lease issue	.50	\$200.00	TCH
10-Nov-13	Review of security	1.00	\$400.00	TCH
11-Nov-13	E-mail to client	.20	\$80.00	TCH
11-Nov-13	Draft opinion	.30	\$120.00	TCH
12-Nov-13	To review title documents and opinion re title documents;	.80	\$320.00	CJH
13-Nov-13	To review title documents; to review and revise opinion letter;	.40	\$160.00	CJH
13-Nov-13	Review lease issue	.50	\$200.00	TCH
13-Nov-13	To opinion	.20	\$80.00	TCH
13-Nov-13	Meet with receiver	.50	\$200.00	TCH
14-Nov-13	To opinion	.50	\$200.00	TCH
18-Nov-13	E-mail to receiver	.20	\$80.00	TCH

Total Fees:	\$	2,040.00
Plus GST:		0.00
Plus HST:		265.20
Total Fees (INCL TAX)		2,305.20

\$ 2,305.20

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Christian J. Hamber	1.20	\$400.00	\$480.00
Timothy C. Hogan	3.90	\$400.00	\$1,560.00

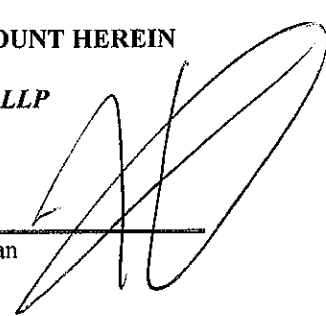
NON-TAXABLE DISBURSEMENTS

Government Filing Fees	\$8.00
Total Non-Taxable Disbursements:	<u>8.00</u>

TAXABLE DISBURSEMENTS

Cyberbahn - Corporate Profile	12.00	
Cyberbahn - PPSA	34.00	
Teranet Search	101.00	
Teranet Writs	23.00	
Courier	28.69	
B&W Photocopies	116.25	
Tax Certificate Search	51.00	
Title Services	50.00	
Total Taxable Disbursements:	\$ 415.94	
Plus GST:	0.00	
Plus HST:	<u>54.07</u>	
Total Disbursements (INCL TAX)		<u>\$ 478.01</u>

TOTAL DUE & OWING**\$ 2,783.21****THIS IS OUR ACCOUNT HEREIN****HARRISON PENSA LLP**

Per: 
 Timothy C. Hogan

E. & O.E.

GST \ HST REGISTRATION NO: R867630543

Interest of 1.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT - Mastercard and Visa AcceptedHARRISON PENSA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3

EXHIBIT C

(From January 23, 2014 to March 31, 2014)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	10.4	\$400.00	\$4,160.00
	Michael Cassone	2002	2.2	\$325.00	\$715.00
Student	Erika Ramage		3.2	\$100.00	\$320.00
TOTAL FEES					\$5,195.00
HST ON FEES					\$675.35
TOTAL TAXABLE DISBURSEMENTS					\$765.80
TOTAL NON TAXABLE DISBURSEMENTS					\$50.00
HST DISBURSEMENTS					\$99.55
TOTAL FEES, DISBURSEMENTS AND HST					\$6,785.70

EXHIBIT D



HARRISON PENSA
450 Talbot Street
P.O. Box 3237
LONDON ON N6A 4K3

Telephone: (519) 679 9660
Facsimile: (519) 667 3362

S.F. Partners Inc.
4950 Yonge Street
Toronto
Ontario
M2N 6K1

April 11, 2014
Invoice #: 141404

File #: 157386/Timothy C. Hogan
RE: 1639329 Ontario Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
23-Jan-14	E-mail to Receiver	.20	\$80.00	TCH
24-Jan-14	Review APS	.40	\$160.00	TCH
13-Feb-14	E-mail from client, review leases and amend letter and e-mail to client	.60	\$240.00	TCH
17-Feb-14	E-mail to client	.20	\$80.00	TCH
18-Feb-14	Call from receiver	.20	\$80.00	TCH
19-Feb-14	Call with client and review issues of hotel guests	.40	\$160.00	TCH
21-Feb-14	Review RTA memo and e-mail to client	.40	\$160.00	TCH
24-Feb-14	E-mail exchange with client re leases and priority	.40	\$160.00	TCH
25-Feb-14	Review of file and research memo.	.70	\$227.50	MEC
3-Mar-14	Call with receiver	.20	\$80.00	TCH
3-Mar-14	Calls with receiver, draft letter to hotel guests, e-mail to receiver	.60	\$240.00	TCH
3-Mar-14	Review possession issue	.40	\$160.00	TCH
4-Mar-14	Call with receiver	.20	\$80.00	TCH
6-Mar-14	Various e-mails with receiver	.40	\$160.00	TCH
7-Mar-14	Approve consent order. Draft notice of change of solicitors. Draft correspondence to opposing counsel.	.30	\$97.50	MEC
7-Mar-14	E-mail to receiver	.20	\$80.00	TCH
17-Mar-14	Research and Memo for Mike Cassone regarding authority of court appoint receiver	3.20	\$320.00	ERA

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
18-Mar-14	Call with Receiver	.50	\$200.00	TCH
18-Mar-14	E-mail from Receiver and review law on vesting out leases	.40	\$160.00	TCH
18-Mar-14	Review of memo from student and case law.	1.20	\$390.00	MEC
24-Mar-14	E-mail to client	.20	\$80.00	TCH
28-Mar-14	Review report	.40	\$160.00	TCH
30-Mar-14	Amend report, review law on leases and e-mail to client	2.00	\$800.00	TCH
31-Mar-14	Amend first report and e-mail to client	.50	\$200.00	TCH
31-Mar-14	Draft notice of motion	1.00	\$400.00	TCH
31-Mar-14	E-mail to client	.20	\$80.00	TCH
31-Mar-14	Various e-mails with client and final review	.40	\$160.00	TCH

Total Fees:	\$	5,195.00	
Plus GST:		0.00	
Plus HST:		<u>675.35</u>	
Total Fees (INCL TAX)			\$ <u>5,870.35</u>

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Michael Cassone	2.20	\$325.00	\$715.00
Timothy C. Hogan	10.40	\$400.00	\$4,160.00
Erika Ramage	3.20	\$100.00	\$320.00

NON-TAXABLE DISBURSEMENTS

File Motion Record	\$50.00
Total Non-Taxable Disbursements:	<u>50.00</u>

TAXABLE DISBURSEMENTS

Court Filings (Wilson's)	5.00	
Courier	82.55	
B&W Photocopies	263.50	
Postage	0.75	
Westlaw	414.00	
Total Taxable Disbursements:	\$ 765.80	
Plus GST:	0.00	
Plus HST:	<u>99.55</u>	
Total Disbursements (INCL TAX)		\$ <u>915.35</u>

TOTAL DUE & OWING	\$ <u><u>6,785.70</u></u>
------------------------------	----------------------------------

THIS IS OUR ACCOUNT HEREIN

HARRISON PENSEA LLP

Per: _____
Timothy C. Hogan



E. & O.E.

GST \ HST REGISTRATION NO: R867630543

Interest of 1.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT - Mastercard and Visa Accepted

HARRISON PENSEA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3

EXHIBIT E

(From March 18, 2014 to June 19, 2014)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	9.2	\$400.00	\$3,680.00
	Michael E. Cassone	2002	34.7	\$325.00	\$11,277.50
Associates	Melinda Vine	2007	.6	\$280.00	\$168.00
Student	Jessica Hanbidge		.9	\$100.00	\$90.00
	Lauren Lee		5.5	\$100.00	\$550.00
	Erika Webb		1.6	\$100.00	\$160.00
Clerk	Kelly Bryant		.2	\$125.00	\$25.00
	Jana Streith		.3	\$140.00	\$42.00
TOTAL FEES					\$15,992.50
HST ON FEES					\$2,079.03
TOTAL TAXABLE DISBURSEMENTS					\$1,313.85
TOTAL NON TAXABLE DISBURSEMENTS					\$124.00
HST DISBURSEMENTS					\$170.80
TOTAL FEES, DISBURSEMENTS AND HST					\$19,680.18

EXHIBIT F



HARRISON PENSA
450 Talbot Street
P.O. Box 3237
LONDON ON N6A 4K3

Telephone: (519) 679 9660

Facsimile: (519) 667 3362

S.F. Partners Inc.
4950 Yonge Street
Toronto
Ontario
M2N 6K1

June 23, 2014
Invoice #: 143165

File #: 157386/Timothy C. Hogan
RE: 1639329 Ontario Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
18-Mar-14	Memo and research regarding termination of lease	1.20	\$120.00	ERA
19-Mar-14	Review memo regarding receiver and termination of lease;	.40	\$40.00	ERA
8-Apr-14	E-mail to client	.20	\$80.00	TCH
9-Apr-14	Call to lawyer for tenant	.20	\$80.00	TCH
10-Apr-14	Letter to service list re: adjournment	.20	\$25.00	KBU
11-Apr-14	E-mail to Siskinds	.20	\$80.00	TCH
15-Apr-14	Attendance in motions court; and report back to TCH and CCL on same.	.90	\$90.00	JAH
23-Apr-14	Call to Leach	.20	\$80.00	TCH
23-Apr-14	Calls nd e-mail to Siskinds	.30	\$120.00	TCH
23-Apr-14	E-mails with client and counsel to Tenant	.30	\$120.00	TCH
24-Apr-14	Call from Siskinds	.20	\$80.00	TCH
24-Apr-14	E-mails to client and draft motion confirmation form	.30	\$120.00	TCH
28-Apr-14	E-mail to client	.20	\$80.00	TCH
29-Apr-14	To attend motions court;	.60	\$168.00	MVI
29-Apr-14	Amend notice of motion and letter to tenant	.40	\$160.00	TCH
5-May-14	Review of notice of motion. Review of caselaw. Draft factum.	3.30	\$1,072.50	MEC
7-May-14	Review of law on receivership motion	.40	\$160.00	TCH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
7-May-14	Draft and edit of statement of law.	.60	\$195.00	MEC
9-May-14	Draft and edit of statement of law.	1.10	\$357.50	MEC
9-May-14	E-mail to client	.20	\$80.00	TCH
9-May-14	Draft order approving first report.	.40	\$130.00	MEC
9-May-14	Prepare for motion	.20	\$80.00	TCH
9-May-14	E-mail to client	.20	\$80.00	TCH
12-May-14	Call with Tobe	.40	\$160.00	TCH
12-May-14	To review of various e-mails	.20	\$80.00	TCH
12-May-14	Correspondence from and to client. Review of case presented by client. Review of caselaw. Draft and edit of statement of law. Amend order. Draft and edit of submissions.	4.60	\$1,495.00	MEC
13-May-14	Correspondence from client. Call to client. Attend motions court.	1.70	\$552.50	MEC
13-May-14	Call with receiver and OWM	.50	\$200.00	TCH
14-May-14	Call with client	.40	\$160.00	TCH
14-May-14	Call with client.	.20	\$65.00	MEC
15-May-14	Review of issues on report	.20	\$80.00	TCH
15-May-14	TO obtaining profile reports	.30	\$42.00	JST
15-May-14	Correspondence from and to realtor. Call from and to realtor. Identify outstanding particulars. Draft correspondence to client. Correspondence from client. Draft Second Report.	2.30	\$747.50	MEC
16-May-14	Draft and edit of second report.	4.30	\$1,397.50	MEC
20-May-14	Draft and edit of second report.	.40	\$130.00	MEC
20-May-14	Correspondence to realtor. Correspondence to client.	.30	\$97.50	MEC
22-May-14	Various e-mails	.20	\$80.00	TCH
22-May-14	Review and amend report	.30	\$120.00	TCH
22-May-14	Correspondence from and to receiver. Draft and edit of second report. Correspondence from and to realtor.	.80	\$260.00	MEC
22-May-14	Memo to file identifying issues for disclaimer.	.40	\$130.00	MEC
23-May-14	E-mail to Tobe	.20	\$80.00	TCH
26-May-14	Various e-mails	.20	\$80.00	TCH
26-May-14	Call with client and OWM	.30	\$120.00	TCH
26-May-14	Review of correspondence from mortgagee and receiver. Conference call with mortgagee and receiver.	.80	\$260.00	MEC
26-May-14	To review re: landlord disclaimer of lease	1.00	\$100.00	LAL

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
26-May-14	Revise second report.	1.20	\$390.00	MEC
26-May-14	Call from client.	.20	\$65.00	MEC
27-May-14	Draft and edit of second report. Correspondence to client.	.30	\$97.50	MEC
30-May-14	Correspondence from Colliers. Call to Colliers. Review of appraisals. Call to Valco Appraisals.	.60	\$195.00	MEC
30-May-14	Receipt and review of Colliers Comparables. Call to Colliers. Correspondence from and to client. Call to Valco. Draft report to client. Draft and edit of second report.	1.80	\$585.00	MEC
30-May-14	To review re: receiver and landlord disclaimer	1.80	\$180.00	LAL
1-Jun-14	Draft and edit of notice of motion to approve second report.	.70	\$227.50	MEC
2-Jun-14	Various e-mails on report	.20	\$80.00	TCH
2-Jun-14	Review report	.30	\$120.00	TCH
2-Jun-14	Correspondence from and to client and mortgagee. Draft and edit of second report.	1.20	\$390.00	MEC
3-Jun-14	Draft and edit of notice of motion for second report.	.70	\$227.50	MEC
4-Jun-14	E-mail from Blue Chip	.20	\$80.00	TCH
6-Jun-14	To reviewing landlord disclaimer	2.70	\$270.00	LAL
9-Jun-14	Call from and to CRA.	.20	\$65.00	MEC
9-Jun-14	Prepare submissions	.50	\$162.50	MEC
10-Jun-14	Draft and edit of order. Attend in motions court. Report to client.	3.30	\$1,072.50	MEC
10-Jun-14	Report to client	.20	\$80.00	TCH
11-Jun-14	Correspondence to and from client. Correspondence to service list. Conference call re next steps.	.70	\$227.50	MEC
11-Jun-14	Call with client	.30	\$120.00	TCH
12-Jun-14	Conference call with SFS and OWC	.50	\$200.00	TCH
12-Jun-14	Draft inspection and vacate notice. Draft recommendation to client.	.60	\$195.00	MEC
12-Jun-14	Review of and letter to hotel guests and e-mail	.40	\$160.00	TCH
16-Jun-14	Call with receiver	.20	\$80.00	TCH
17-Jun-14	Correspondence from and to receiver.	.20	\$65.00	MEC
18-Jun-14	Conference call with client.	.30	\$97.50	MEC
18-Jun-14	Call from Receiver.	.20	\$65.00	MEC
19-Jun-14	Draft and edit of supplement to second report.	.80	\$260.00	MEC

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
19-Jun-14	Review and amend report, e-mail to all and call from client	.50	\$200.00	TCH

Total Fees:	\$	15,992.50
Plus GST:		0.00
Plus HST:		<u>2,079.03</u>
Total Fees (INCL TAX)		\$ <u>18,071.53</u>

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Michael Cassone	34.70	\$325.00	\$11,277.50
Timothy C. Hogan	9.20	\$400.00	\$3,680.00
Melinda Vine	.60	\$280.00	\$168.00
Kelly Bryant	.20	\$125.00	\$25.00
Jana Streith	.30	\$140.00	\$42.00
Hanbidge Jessica	.90	\$100.00	\$90.00
Lauren Lee	5.50	\$100.00	\$550.00
Erika Webb	1.60	\$100.00	\$160.00

NON-TAXABLE DISBURSEMENTS

Government Filing Fees	\$24.00
File Motion Record	<u>\$100.00</u>
Total Non-Taxable Disbursements:	124.00

TAXABLE DISBURSEMENTS

Cyberbahn - Corporate Profile	36.00
Court Filings (Wilson's)	37.00
Teranet Writs	12.00
Courier	345.52
B&W Photocopies	356.00
Long Distance Charges	11.08
Postage	16.35
Westlaw	269.40
Telecopier/Facsimile	1.50
Service of Documents	59.00
Subsearch Fee	170.00
Total Taxable Disbursements:	\$ 1,313.85
Plus GST:	0.00
Plus HST:	<u>170.80</u>
Total Disbursements (INCL TAX)	\$ <u>1,608.65</u>

TOTAL DUE & OWING	\$ <u>19,680.18</u>
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THIS IS OUR ACCOUNT HEREIN

HARRISON PENSA LLP

Per: _____
Timothy C. Hogan

A handwritten signature in black ink, appearing to be 'TH', is written over a horizontal line. The signature is stylized with a large loop and a crossbar.

E. & O.E.

GST \ HST REGISTRATION NO: R867630543

Interest of 1.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT - Mastercard and Visa Accepted

HARRISON PENSA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3

EXHIBIT G

(From June 20, 2014 to August 13, 2014)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	2.7	\$400.00	\$1,080.00
	Michael Cassone	2002	21.1	\$325.00	\$6,857.50
Associates	Jennifer Butkus	2011	.3	\$225.00	\$67.50
TOTAL FEES					\$8,005.00
HST ON FEES					\$1,040.65
TOTAL TAXABLE DISBURSEMENTS					\$725.17
TOTAL NON TAXABLE DISBURSEMENTS					\$0.00
HST DISBURSEMENTS					\$94.27
TOTAL FEES, DISBURSEMENTS AND HST					\$9,865.09

EXHIBIT H



HARRISON PENSA
450 Talbot Street
P.O. Box 3237
LONDON ON N6A 4K3

Telephone: (519) 679 9660
Facsimile: (519) 667 3362

S.F. Partners Inc.
4950 Yonge Street
Toronto
Ontario
M2N 6K1

August 27, 2014
Invoice #: 144823

File #: 157386/Timothy C. Hogan
RE: 1639329 Ontario Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
20-Jun-14	Review report and e-mail	.20	\$80.00	TCH
20-Jun-14	Review of final report and issue of hotel guests names	.20	\$80.00	TCH
23-Jun-14	Review motion materials and orders	.40	\$160.00	TCH
23-Jun-14	Correspondence to client.	.20	\$65.00	MEC
24-Jun-14	Call from client.	.20	\$65.00	MEC
24-Jun-14	Prepare submissions. Attend motions court.	2.90	\$942.50	MEC
24-Jun-14	Call from client.	.20	\$65.00	MEC
26-Jun-14	Receipt of endorsement. Draft correspondence to commercial tenants.	.20	\$65.00	MEC
4-Jul-14	Correspondence to client.	.20	\$65.00	MEC
4-Jul-14	Call from opposing counsel. Correspondence to client. Correspondence to opposing counsel.	.60	\$195.00	MEC
4-Jul-14	Correspondence from and to opposing counsel	.20	\$65.00	MEC
4-Jul-14	Meeting with George Nikoplous. Correspondence to client.	.20	\$65.00	MEC
7-Jul-14	Review of first report and second report. Correspondence from and to client.	.60	\$195.00	MEC
7-Jul-14	Draft supplement to first report. Call from and to client.	.70	\$227.50	MEC
8-Jul-14	Update submissions and chronology of events. Attend motions court. Negotiate minutes of settlement. Draft and edit of minutes of settlement. Attend in court to enter minutes of settlement. Correspondence to client	7.70	\$2,502.50	MEC

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
8-Jul-14	Review minutes of settlement	.40	\$160.00	TCH
8-Jul-14	Attendance at motions court to advise re: status of settlement.	.30	\$67.50	JBU
10-Jul-14	Draft and edit of agreement of purchase and sale. Call from and to client. Correspondence to and from client. Call to and from opposing counsel.	4.20	\$1,365.00	MEC
10-Jul-14	Call with client, call with Tobe, to issue of APS and to issue of insurance	.50	\$200.00	TCH
10-Jul-14	Correspondence from and to client. Call to opposing counsel.	.50	\$162.50	MEC
10-Jul-14	Review schedule to APS	.20	\$80.00	TCH
11-Jul-14	Correspondence from client. Correspondence to opposing counsel.	.20	\$65.00	MEC
11-Jul-14	Call from opposing counsel to review offer to purchaser. Track changes. Correspondence to client. Correspondence to opposing counsel.	.80	\$260.00	MEC
11-Jul-14	Meeting with opposing counsel. Receipt and review of executed offer to purchase. Correspondence to client.	.40	\$130.00	MEC
15-Jul-14	Correspondence to opposing counsel.	.20	\$65.00	MEC
16-Jul-14	Correspondence to client.	.20	\$65.00	MEC
16-Jul-14	E-mail to Receiver	.20	\$80.00	TCH
16-Jul-14	E-mail to Receiver and call with counsel	.40	\$160.00	TCH
17-Jul-14	Call from and to opposing counsel	.20	\$65.00	MEC
18-Jul-14	Call from and to client.	.20	\$65.00	MEC
22-Jul-14	Correspondence to client.	.10	\$32.50	MEC
8-Aug-14	Correspondence from client. Correspondence from and to opposing counsel.	.20	\$65.00	MEC
13-Aug-14	E-mail to lawyer for tenant	.20	\$80.00	TCH

Total Fees:	\$	8,005.00
Plus GST:		0.00
Plus HST:		1,040.65
Total Fees (INCL TAX)		

\$ 9,045.65

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Michael Cassone	21.10	\$325.00	\$6,857.50
Timothy C. Hogan	2.70	\$400.00	\$1,080.00
Jennifer Butkus	.30	\$225.00	\$67.50

TAXABLE DISBURSEMENTS

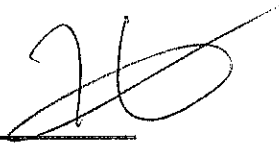
Court Filings (Wilson's)	14.00	
Teranet Search	37.00	
Courier	112.36	
B&W Photocopies	462.50	
Long Distance Charges	16.76	
Postage	12.55	
Subsearch Fee	70.00	
Total Taxable Disbursements:	\$ 725.17	
Plus GST:	0.00	
Plus HST:	<u>94.27</u>	
Total Disbursements (INCL TAX)		<u>\$ 819.44</u>

TOTAL DUE & OWING

\$ 9,865.09

THIS IS OUR ACCOUNT HEREIN

HARRISON PENZA LLP

Per: 
Timothy C. Hogan

E. & O.E.

GST \ HST REGISTRATION NO: R867630543

Interest of 1.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT - Mastercard and Visa Accepted

HARRISON PENZA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3

EXHIBIT I

(From October 2, 2014 to November 3, 2014)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	9.5	\$425.00	\$4,037.50
	Michael Cassone	2002	.2	\$325.00	\$65.00
Student	Collin Campbell		.2	\$100.00	\$20.00
TOTAL FEES					\$4,122.50
HST ON FEES					\$535.93
TOTAL TAXABLE DISBURSEMENTS					\$12.40
TOTAL NON TAXABLE DISBURSEMENTS					\$0.00
HST DISBURSEMENTS					\$1.61
TOTAL FEES, DISBURSEMENTS AND HST					\$4,672.44

EXHIBIT J



HARRISON PENSA
450 Talbot Street
P.O. Box 3237
LONDON ON N6A 4K3

Telephone: (519) 679 9660
Facsimile: (519) 667 3362

S.F. Partners Inc.
4950 Yonge Street
Toronto
Ontario
M2N 6K1

November 7, 2014
Invoice #: 146934

File #: 157386/Timothy C. Hogan
RE: 1639329 Ontario Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
23-Jun-14	Pulling Case Law	.20	\$20.00	COC
2-Oct-14	E-mail with client	.20	\$85.00	TCH
21-Oct-14	E-mail from client	.20	\$85.00	TCH
21-Oct-14	Call with client.	.20	\$65.00	MEC
22-Oct-14	Call with client	.40	\$170.00	TCH
24-Oct-14	Various e-mails	.20	\$85.00	TCH
24-Oct-14	Call to court house and various e-mails	.40	\$170.00	TCH
24-Oct-14	Draft notice of motion	1.00	\$425.00	TCH
24-Oct-14	Call with receiver and OWN	.30	\$127.50	TCH
24-Oct-14	E-mail to purchaser's counsel	.20	\$85.00	TCH
24-Oct-14	E-mail to client	.20	\$85.00	TCH
27-Oct-14	Call from court	.20	\$85.00	TCH
27-Oct-14	Call with SF	.20	\$85.00	TCH
28-Oct-14	E-mail to client	.20	\$85.00	TCH
28-Oct-14	Review and amend reports	1.50	\$637.50	TCH
28-Oct-14	Review and amend confidential report	1.00	\$425.00	TCH
29-Oct-14	E-mail to client and amend reports	1.00	\$425.00	TCH
31-Oct-14	Call with counsel to purchaser and e-mail to SF	.40	\$170.00	TCH
31-Oct-14	Draft e-mail to Bogdan	.30	\$127.50	TCH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
31-Oct-14	E-mail to client	.20	\$85.00	TCH
31-Oct-14	E-mail with Bogdan	.20	\$85.00	TCH
31-Oct-14	Various e-mails	.20	\$85.00	TCH
2-Nov-14	E-mail to client	.20	\$85.00	TCH
3-Nov-14	E-mail from Bogdan and client and e-mail to Bogdan	.40	\$170.00	TCH
3-Nov-14	E-mail to and from Vintzenos and to client	.40	\$170.00	TCH

Total Fees:	\$	4,122.50
Plus GST:		0.00
Plus HST:		535.93
Total Fees (INCL TAX)		\$ 4,658.43

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Michael Cassone	.20	\$325.00	\$65.00
Timothy C. Hogan	9.50	\$425.00	\$4,037.50
Campbell Colin	.20	\$100.00	\$20.00

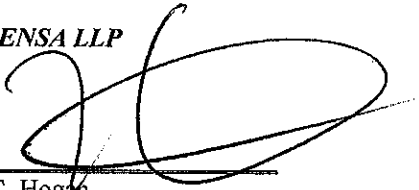
TAXABLE DISBURSEMENTS

B&W Photocopies	8.00	
Long Distance Charges	4.40	
Total Taxable Disbursements:	\$	12.40
Plus GST:		0.00
Plus HST:		1.61
Total Disbursements (INCL TAX)		\$ 14.01

TOTAL DUE & OWING	\$ 4,672.44
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THIS IS OUR ACCOUNT HEREIN

HARRISON PENSA LLP

Per: 
 Timothy C. Hogan

E. & O.E.

TAB 9

SF Partners Inc., Court Appointed Receiver and Manager of
1639329 Ontario Ltd.

Statement of Receipts and Disbursements

From July 23, 2013 to November 4, 2014

Receipts

Rents Received	88,394
Deposit on sale of assets	50,000
HST collected	11,491
Receiver's Borrowings	<u>7,768</u>
	157,653

Disbursements

Realty taxes	31,080
Legal fees	17,465
Receiver's Fees	14,500
Insurance	10,324
Appraisal Fees	7,833
HST paid	5,173
Transfer to bankruptcy estate	2,000
Filing fee	<u>70</u>
	88,445

Excess of Receipts over Disbursements	<u><u>69,208</u></u>
---------------------------------------	----------------------

This Statement of Receipts and Disbursements is prepared on a cash basis and does not include the outstanding obligations of the Receiver.

TAB 10



Ontario ServiceOntario

LAND
REGISTRY
OFFICE #33
08127-0056 (L7)
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PAGE 1 OF 3
PREPARED FOR Island
ON 2014/11/10 AT 10:51:01

PROPERTY DESCRIPTION: PART LOT 1 PLAN 18 AND PART LOT 4 CONCESSION 1; DESIGNATED PART 1 33R7865 LONDON/LONDON TOWNSHIP

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE

LT CONVERSION QUALIFIED

OWNERS' NAMES

1639329 ONTARIO LTD.

RECENTLY:

FIRST CONVERSION FROM BOOK 620

CAPACITY SHARE

BRNO

PIN CREATION DATE:
1990/06/25

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 1990/06/25 ON THIS PIN			
WAS REPLACED WITH THE	"PIN CREATION DATE" OF 1990/06/25					
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHENT OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 1990/06/25 **						
118887	1959/04/09	BYLAW				C
	CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 08072-0175 IN ERROR AND WAS RE-INSTATED ON 1992/03/17 BY BRUCE BURT.					
190851	1963/12/06	AGREEMENT				C
286285	1969/05/14	BYLAW				C
329806	1971/08/31	AGREEMENT				C
417470	1975/04/30	NOTICE				C
	REMARKS: RE: ZONING REGULATION					
606024	1981/10/28	NOTICE				C
	REMARKS: RE: ZONING REGULATION RE: AMENDMENT TO ZONING REGULATION					

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario

ServiceOntario

LAND
REGISTRY
OFFICE #33

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

08127-0056 (LT)

PAGE 2 OF 3
PREPARED FOR lisaandr
ON 2014/11/10 AT 10:51:01

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
33R7865	1987/11/24	PLAN REFERENCE				C
ER366421	2005/06/30	TRANSFER	\$1,000,000	939910 ONTARIO LIMITED	1639329 ONTARIO LTD.	C
		REMARKS: S/T EXSC. NO. 04-1395, 939910 ONTARIO LIMITED, IF ENFORCEABLE EXECUTION 04-1395 DELETED BY ER374196				
ER439089	2006/06/27	CHARGE	\$1,500,000	1639329 ONTARIO LTD.	MAPLE SECURITIES INC. ALLAGAR INVESTMENT LIMITED LAKE OF BAYS HOLDINGS LIMITED MAPLE TRUST COMPANY TOBE, ARTHUR TOBE, BLOSSOM REISS, LAURENCE REISS, HELEN FINE, GERALD FINE, BONNIE ONTARIO WEALTH MANAGEMENT CORPORATION	C
ER439090	2006/06/27	NO ASSGN RENT GEN		1639329 ONTARIO LTD.	MAPLE SECURITIES INC. ALLAGAR INVESTMENT LIMITED LAKE OF BAYS HOLDINGS LIMITED TOBE, ARTHUR TOBE, BLOSSOM MAPLE TRUST COMPANY REISS, LAURENCE REISS, HELEN FINE, GERALD FINE, BONNIE ONTARIO WEALTH MANAGEMENT CORPORATION	C
		REMARKS: ER439089				
ER442226	2006/07/10	TRANSFER OF CHARGE		TOBE, ARTHUR TOBE, BLOSSOM	MAPLE TRUST COMPANY	C
		REMARKS: ER439089, ER439090 AND ER439096				
ER444283	2006/07/18	TRANSFER OF CHARGE		REISS, LAURENCE REISS, HELEN	MAPLE TRUST COMPANY	C
		REMARKS: ER439089 AS TO \$13,745.25 SHARE				
ER510162	2007/06/28	TRANSFER OF CHARGE		MAPLE SECURITIES INC. ALLAGAR INVESTMENT LIMITED LAKE OF BAYS HOLDINGS LIMITED MAPLE TRUST COMPANY TOBE, ARTHUR	ONTARIO WEALTH MANAGEMENT CORPORATION	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

08127-0056 (LT)

PAGE 3 OF 3
PREPARED FOR lisaandr
ON 2014/11/10 AT 10:51:01

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: ER439089		TOBE, BLOSSOM FINE, GERALD FINE, BONNIE ONTARIO WEALTH MANAGEMENT CORPORATION		
ER510248	2007/06/28	NOTICE	\$2	1639329 ONTARIO LTD.	ONTARIO WEALTH MANAGEMENT CORPORATION	C
		REMARKS: ER439089				
ER636703	2009/04/23	CHARGE	\$300,000	1639329 ONTARIO LTD.	ONTARIO WEALTH MANAGEMENT CORPORATION	C
ER734705	2010/10/22	LIEN	\$590,009	HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF REVENUE		C
		REMARKS: RETAIL SALES ACT				
ER741062	2010/12/01	NO CHNG ADDR INST		ONTARIO WEALTH MANAGEMENT CORPORATION		C
		REMARKS: ER510152				
ER863046	2013/01/25	TRANSFER OF CHARGE		ONTARIO WEALTH MANAGEMENT CORPORATION	THE BANK OF NOVA SCOTIA	C
ER871728	2013/04/08	TRANSFER OF CHARGE		THE BANK OF NOVA SCOTIA	ONTARIO WEALTH MANAGEMENT CORPORATION	C
		REMARKS: ER863046. ER439089				
ER873818	2013/04/24	TRANSFER OF CHARGE		ONTARIO WEALTH MANAGEMENT CORPORATION	THE BANK OF NOVA SCOTIA	C
		REMARKS: ER871728. ER439089				
ER912329	2013/12/17	TRANSFER OF CHARGE		THE BANK OF NOVA SCOTIA	ONTARIO WEALTH MANAGEMENT CORPORATION	C
		REMARKS: ER439089, ER439090, ER442226, ER444283, ER510162, ER810248, ER863046, ER871728, ER873818				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

TAB 11

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 11/10/2014
File Currency Date: 11/09/2014
Family(ies): 5
Page(s): 16

SEARCH : Business Debtor : 1639329 ONTARIO LTD.

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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 11/10/2014
File Currency Date: 11/09/2014
Family(ies): 5
Page(s): 16

SEARCH : Business Debtor : 1639329 ONTARIO LTD.

FAMILY : 1 OF 5 ENQUIRY PAGE : 1 OF 16
SEARCH : BD : 1639329 ONTARIO LTD.

00 FILE NUMBER : 647208018 EXPIRY DATE : 24JUL 2018 STATUS :
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20080724 1534 1862 5991 REG TYP: P PPSA REG PERIOD: 2
02 IND DOB : IND NAME:
03 BUS NAME: 1639329 ONTARIO LTD. OCN :
04 ADDRESS : 2010 DUNDAS STREET
CITY : LONDON PROV: ON POSTAL CODE: N5V 1R1
05 IND DOB : IND NAME:
06 BUS NAME: OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
ONTARIO WEALTH MANAGEMENT CORPORATION
09 ADDRESS : 511-1 YORKDALE ROAD
CITY : TORONTO PROV: ON POSTAL CODE: M6A 3A1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X
YEAR MAKE MODEL V.I.N.
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13 GENERAL COLLATERAL DESCRIPTION
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16 AGENT: GRAHAM TOBE & ASSOCIATES PROFESSIONAL CORP.
17 ADDRESS : 511-1 YORKDALE ROAD
CITY : TORONTO PROV: ON POSTAL CODE: M6A 3A1

FAMILY : 1 OF 5 ENQUIRY PAGE : 2 OF 16
SEARCH : BD : 1639329 ONTARIO LTD.

FILE NUMBER 647208018
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 001 MV SCHED: 20100712 1331 1862 7020
21 REFERENCE FILE NUMBER : 647208018
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 3 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 1639329 ONTARIO LTD.

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GRAHAM TOBE PROFESSIONAL CORPORATION

17 ADDRESS : 2950 KEELE STREET, SUITE 201

CITY : TORONTO PROV : ON POSTAL CODE : M3M 2H2

FAMILY : 1 OF 5 ENQUIRY PAGE : 3 OF 16
SEARCH : BD : 1639329 ONTARIO LTD.

FILE NUMBER 647208018
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 001 MV SCHED: 20130722 1023 1862 0238
21 REFERENCE FILE NUMBER : 647208018
22 AMEND PAGE: NO PAGE: X CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 1639329 ONTARIO LTD.

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : GRAHAM TOBE PROFESSIONAL CORPORATION

17 ADDRESS : 2950 KEELE STREET, SUITE 201

CITY : TORONTO PROV : ON POSTAL CODE : M3M 2H2

FAMILY : 2 OF 5 ENQUIRY PAGE : 4 OF 16
SEARCH : BD : 1639329 ONTARIO LTD.

00 FILE NUMBER : 665371746 EXPIRY DATE : 25OCT 2015 STATUS :
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20101025 1212 1031 1177 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: 1639329 ONTARIO LTD.

OCN :
04 ADDRESS : LANCASTERS MENS CLUB 2010 DUNDAS ST
CITY : LONDON PROV: ON POSTAL CODE: N5V 1R1
05 IND DOB : IND NAME:
06 BUS NAME: AIRPORT HOTEL ROYAL LANCASTERS & THE ROYAL

OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
H.M.Q. IN THE RIGHT OF ONTARIO REPRESENTED BY THE MINISTER OF REVENUE
09 ADDRESS : 200-5 PARK HOME AVE
CITY : NORTH YORK PROV: ON POSTAL CODE: M2N 6W8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X 590010
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 RST 861505634TR0001
14 BN 861505634
15 (21501)
16 AGENT: MINISTRY OF REVENUE, REVENUE COLLECTIONS, (616 / 518)
17 ADDRESS : 200-5 PARK HOME AVE
CITY : NORTH YORK PROV: ON POSTAL CODE: M2N 6W8

FAMILY : 3 OF 5
SEARCH : BD : 1639329 ONTARIO LTD.

ENQUIRY PAGE : 5 OF 16

00 FILE NUMBER : 682159023 EXPIRY DATE : 15OCT 2016 STATUS :
01 CAUTION FILING : PAGE : 01 OF 004 MV SCHEDULE ATTACHED :
REG NUM : 20121015 1439 8077 9557 REG TYP: P PPSA REG PERIOD: 4
02 IND DOB : IND NAME:
03 BUS NAME: 1639329 ONTARIO LTD

OCN :

04 ADDRESS : 2010 DUNDAS STREET EAST
CITY : LONDON PROV: ON POSTAL CODE: N5V 1R1
05 IND DOB : IND NAME:
06 BUS NAME: 1639329 ONTARIO LTD

OCN :

07 ADDRESS : 2010 DUNDAS STREET
CITY : LONDON PROV: ON POSTAL CODE: N5V 1R1

08 SECURED PARTY/LIEN CLAIMANT :

BLUE CHIP LEASING CORPORATION

09 ADDRESS : 156 DUNCAN MILL ROAD, UNIT 16

CITY : TORONTO PROV: ON POSTAL CODE: M3B 3N2

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X X

YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: REGISTRY = RECOVERY INC.

17 ADDRESS : 1551 THE QUEENSWAY

CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

FAMILY : 3 OF 5
SEARCH : BD : 1639329 ONTARIO LTD.

ENQUIRY PAGE : 6 OF 16

00 FILE NUMBER : 682159023 EXPIRY DATE : 15OCT 2016 STATUS :
01 CAUTION FILING : PAGE : 02 OF 004 MV SCHEDULE ATTACHED :
REG NUM : 20121015 1439 8077 9557 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME: AIRPORT HOTEL

OCN :

04 ADDRESS : 2010 DUNDAS STREET EAST
CITY : LONDON PROV: ON POSTAL CODE: N5V 1R1
05 IND DOB : IND NAME:
06 BUS NAME: AIRPORT HOTEL

OCN :

07 ADDRESS : 2010 DUNDAS STREET
CITY : LONDON PROV: ON POSTAL CODE: N5V 1P6

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
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YEAR MAKE MODEL V.I.N.

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13 GENERAL COLLATERAL DESCRIPTION

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16 AGENT:
17 ADDRESS :
CITY :

PROV: POSTAL CODE:

FAMILY : 3 OF 5

ENQUIRY PAGE : 7 OF 16

SEARCH : BD : 1639329 ONTARIO LTD.

00 FILE NUMBER : 682159023 EXPIRY DATE : 15OCT 2016 STATUS :
01 CAUTION FILING : PAGE : 03 OF 004 MV SCHEDULE ATTACHED :
REG NUM : 20121015 1439 8077 9557 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME: MEAT HEADS STEAK & BURGER HOUSE

OCN :

04 ADDRESS : 2010 DUNDAS STREET EAST

CITY : LONDON PROV: ON POSTAL CODE: N5V1R1

05 IND DOB : IND NAME:

06 BUS NAME: MEAT HEADS STEAK & BURGER HOUSE

OCN :

07 ADDRESS : 2010 DUNDAS STREET

CITY : LONDON PROV: ON POSTAL CODE: N5V1R1

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY : PROV: POSTAL CODE:

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

FAMILY : 3 OF 5
SEARCH : BD : 1639329 ONTARIO LTD.

ENQUIRY PAGE : 8 OF 16

00 FILE NUMBER : 682159023 EXPIRY DATE : 15OCT 2016 STATUS :
01 CAUTION FILING : PAGE : 04 OF 004 MV SCHEDULE ATTACHED :
REG NUM : 20121015 1439 8077 9557 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:
03 BUS NAME: MEAT HEADS STEAK & BURGER HOUSE

OCN :

04 ADDRESS : 2010 DUNDAS STREET EAST
CITY : LONDON PROV: ON POSTAL CODE: N5V 1P6
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 3 OF 5 ENQUIRY PAGE : 9 OF 16
SEARCH : BD : 1639329 ONTARIO LTD.

FILE NUMBER 682159023
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 003 MV SCHED: 20130806 1439 8077 2334 P PPSA
21 REFERENCE FILE NUMBER : 682159023
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 1639329 ONTARIO LTD

25 OTHER CHANGE:
26 REASON: ADDITION OF DEBTORS
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE: MEATHEADS RESTAURANTS INC.

OCN:

04/07 ADDRESS: 2010 DUNDAS STREET, SUITE 201
CITY: LONDON PROV: ON POSTAL CODE: N5V1R1
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : REGISTRY = RECOVERY INC.
17 ADDRESS : 1551 THE QUEENSWAY
CITY : TORONTO PROV : ON POSTAL CODE : M8Z 1T5

FAMILY : 3 OF 5
SEARCH : BD : 1639329 ONTARIO LTD.

ENQUIRY PAGE : 10 OF 16

FILE NUMBER 682159023

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 02 OF 003 MV SCHED: 20130806 1439 8077 2334 P PPSA
21 REFERENCE FILE NUMBER : 682159023
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 1639329 ONTARIO LTD

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE: MEATHEADS STEAK & BURGER HOUSE

OCN:

04/07 ADDRESS: 2010 DUNDAS STREET, SUITE 201

CITY: LONDON

PROV: ON

POSTAL CODE: N5V1R1

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :

PROV :

POSTAL CODE :

CONS.

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DATE OF

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MAT DATE

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16 NAME : REGISTRY = RECOVERY INC.

17 ADDRESS : 1551 THE QUEENSWAY

CITY : TORONTO

PROV : ON

POSTAL CODE : M8Z 1T5

FAMILY : 3 OF 5 ENQUIRY PAGE : 11 OF 16
SEARCH : BD : 1639329 ONTARIO LTD.

FILE NUMBER 682159023
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 03 OF 003 MV SCHED: 20130806 1439 8077 2334 P PPSA
21 REFERENCE FILE NUMBER : 682159023
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 1639329 ONTARIO LTD

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE: 03SEP1977 GEORGE NIKOPOULOS

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS: 68 SHERMAN AVE N

CITY: HAMILTON

PROV: ON

POSTAL CODE: L8L 6M2

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :

PROV :

POSTAL CODE :

CONS.

MV

DATE OF

NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER

INCL

AMOUNT

MATURITY OR

MAT DATE

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16 NAME : REGISTRY = RECOVERY INC.

17 ADDRESS : 1551 THE QUEENSWAY

CITY : TORONTO

PROV : ON

POSTAL CODE : M8Z 1T5

FAMILY : 4 OF 5
SEARCH : BD : 1639329 ONTARIO LTD.

ENQUIRY PAGE : 12 OF 16

00 FILE NUMBER : 682209594 EXPIRY DATE : 16OCT 2017 STATUS :
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20121016 1632 8077 9755 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: 1639329 ONTARIO LTD

OCN :

04 ADDRESS : 2010 DUNDAS ST E
CITY : LONDON PROV: ON POSTAL CODE: N5V 1R1
05 IND DOB : IND NAME:
06 BUS NAME: AIRPORT HOTEL

OCN :

07 ADDRESS : 2010 DUNDAS ST E
CITY : LONDON PROV: ON POSTAL CODE: N5V 1R1

08 SECURED PARTY/LIEN CLAIMANT :
RCAP LEASING INC.

09 ADDRESS : 5575 NORTH SERVICE RD, STE 300
CITY : BURLINGTON PROV: ON POSTAL CODE: L7L 6M1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 TELECOMMUNICATIONS EQUIPMENT AS DESCRIBED ON LEASES, FROM TIME
14 TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AND ANY PROCEEDS
15 THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND
16 AGENT: REGISTRY = RECOVERY INC.
17 ADDRESS : 1551 THE QUEENSWAY
CITY : TORONTO PROV: ON POSTAL CODE: M8Z 1T5

FAMILY : 4 OF 5
SEARCH : BD : 1639329 ONTARIO LTD.

ENQUIRY PAGE : 13 OF 16

00 FILE NUMBER : 682209594 EXPIRY DATE : 16OCT 2017 STATUS :
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20121016 1632 8077 9755 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY :

PROV:

POSTAL CODE:

05 IND DOB :

IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY :

PROV:

POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY :

PROV:

POSTAL CODE:

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

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V.I.N.

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GENERAL COLLATERAL DESCRIPTION

13 ATTACHMENTS

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16 AGENT:

17 ADDRESS :

CITY :

PROV:

POSTAL CODE:

FAMILY : 5 OF 5
SEARCH : BD : 1639329 ONTARIO LTD.

ENQUIRY PAGE : 14 OF 16

00 FILE NUMBER : 691923015 EXPIRY DATE : 15NOV 2017 STATUS :
01 CAUTION FILING : PAGE : 01 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20131115 1640 8077 9768 REG TYP: P PPSA REG PERIOD: 4
02 IND DOB : IND NAME:
03 BUS NAME: 1639329 ONTARIO LTD

OCN :

04 ADDRESS : 2010 DUNDAS STREET
CITY : LONDON PROV: ON POSTAL CODE: N5V1R1
05 IND DOB : IND NAME:
06 BUS NAME: AIRPORT HOTEL

OCN :

07 ADDRESS : 2010 DUNDAS STREET
CITY : LONDON PROV: ON POSTAL CODE: N5V1R1

08 SECURED PARTY/LIEN CLAIMANT :

BLUE CHIP LEASING CORPORATION

09 ADDRESS : 156 DUNCAN MILL ROAD, UNIT 16

CITY : TORONTO

PROV: ON

POSTAL CODE: M3B 3N2

CONS.

MV

DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

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15

16 AGENT: REGISTRY = RECOVERY INC.

17 ADDRESS : 1551 THE QUEENSWAY

CITY : TORONTO

PROV: ON

POSTAL CODE: M8Z 1T5

FAMILY : 5 OF 5
SEARCH : BD : 1639329 ONTARIO LTD.

ENQUIRY PAGE : 15 OF 16

00 FILE NUMBER : 691923015 EXPIRY DATE : 15NOV 2017 STATUS :
01 CAUTION FILING : PAGE : 02 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20131115 1640 8077 9768 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME: MEATHEADS RESTURANT

OCN :

04 ADDRESS : 2010 DUNDAS STREET

CITY : LONDON PROV: ON POSTAL CODE: N5V1R1

05 IND DOB : IND NAME:

06 BUS NAME: MEATHEADS STEAK & BURGER HOUSE

OCN :

07 ADDRESS : 2010 DUNDAS STREET

CITY : LONDON PROV: ON POSTAL CODE: N5V1R1

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY : PROV: POSTAL CODE:

CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

FAMILY : 5 OF 5
SEARCH : BD : 1639329 ONTARIO LTD.

ENQUIRY PAGE : 16 OF 16

FILE NUMBER 691923015

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20131129 1031 8077 0747 P PPSA
21 REFERENCE FILE NUMBER : 691923015
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 1639329 ONTARIO LTD

25 OTHER CHANGE:
26 REASON: AMEND DEBTOR'S NAME
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE: MEATHEADS RESTAURANTS INC.

OCN:

04/07 ADDRESS: 2010 DUNDAS STREET
CITY: LONDON PROV: ON POSTAL CODE: N5V1R1
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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11
12
13
14
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16 NAME : REGISTRY = RECOVERY INC.
17 ADDRESS : 1551 THE QUEENSWAY
CITY : TORONTO PROV : ON POSTAL CODE : M8Z 1T5