

Court File No.

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

B E T W E E N:

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*
and Section 101 of the *Courts of Justice Act*

**APPLICATION RECORD - VOLUME 2
(Re Receivership Hearing Returnable May 30, 2018)**

May 28, 2018

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Court File No.

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**SERVICE LIST
(as of May 28, 2018)**

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AND TO: **MAXION MANAGEMENT SERVICES INC.**
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AND TO: **ROSE, PERSIKO, RAKOWSKY, MELVIN LLP**
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The Exchange Tower
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Toronto, ON M5X 1K6

Diane Winters
Tel: (416) 973-3172
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Email: diane.winters@justice.gc.ca

AND TO: **HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF ONTARIO
AS REPRESENTED BY THE MINISTER OF FINANCE**
Legal Services Branch
777 Bay Street, 11th Floor
Toronto, ON M5G 2C8

Kevin J. O'Hara
Tel: 416.327.8463
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Email: kevin.ohara@ontario.ca

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TAB I

This is Exhibit "I" referred to in the Affidavit of Donald Dal Bianco
sworn before me this 21st day of May, 2018.

Jul Cwlf
A Commissioner for Taking Oaths, Affidavits (or as may be) in
Ontario

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 5/24/2018
File Currency Date: 05/23/2018
Family(ies): 8
Page(s): 35

SEARCH : Business Debtor : DEEM MANAGEMENT SERVICES LIMITED

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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 5/24/2018
File Currency Date: 05/23/2018
Family(ies): 8
Page(s): 35

SEARCH : Business Debtor : DEEM MANAGEMENT SERVICES LIMITED

FAMILY : 1 OF 8 ENQUIRY PAGE : 1 OF 35
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02 IND DOB : IND NAME:
03 BUS NAME: 478729 ONTARIO LIMITED OCN :
04 ADDRESS : 50 EGLINTON AVENUE WEST, SUITE 707
CITY : MISSISSAUGA PROV: ONT POSTAL CODE: L5R 3P5
05 IND DOB : IND NAME:
06 BUS NAME: OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
CANADA LIFE MORTGAGE SERVICES LTD.
09 ADDRESS : 130 ADELAIDE ST. WEST, SUITE 800
CITY : TORONTO PROV: ONT POSTAL CODE: M5H 3P5
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X 3329949 X
YEAR MAKE MODEL V.I.N.
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GENERAL COLLATERAL DESCRIPTION
13 GENERAL ASSIGNMENT OF RESIDENT AGREEMENTS AND RENTS AND
14 CHATTEL MORTGAGE AND PERSONAL SECURITY AGREEMENT RE 950-970 EDWARD
15 STREET, PRESCOTT, ONTARIO
16 AGENT: SEON, GUTSTADT, LASH, FIRST, CAROE AND ROSEN
17 ADDRESS : 4950 YONGE STREET, SUITE 1800
CITY : WILLOWDALE PROV: ONT POSTAL CODE: M2N 6K1

FAMILY : 1 OF 8 ENQUIRY PAGE : 2 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

FILE NUMBER 066100149

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25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEREE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNEE:
CANADA LIFE MORTGAGE SERVICES LTD.
08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
LONDON LIFE INSURANCE COMPANY
09 ADDRESS : 255 DUFFERIN STREET
CITY : LONDON PROV : ON POSTAL CODE : N6A 4R1
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
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16 NAME : GOWLING, STRATHY & HENDERSON (DGG-T900318- LOAN #13350)
17 ADDRESS : COMMERCE COURT WEST, SUITE 4900
CITY : TORONTO PROV : ON POSTAL CODE : M5L 1J3

FAMILY : 1 OF 8
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ENQUIRY PAGE : 3 OF 35

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27 /DESCR:

28 :

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03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY:

PROV:

POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS : 100 OSBORNE STREET NORTH

CITY : WINNIPEG PROV : MAN POSTAL CODE : R3C 3A5

CONS. MV DATE OF NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

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16 NAME : COHEN HIGHLEY (MRM)

17 ADDRESS : 255 QUEENS AVENUE, 11TH FLOOR

CITY : LONDON PROV : ON POSTAL CODE : N6A 5R8

FAMILY : 1 OF 8 ENQUIRY PAGE : 4 OF 35
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26 REASON:

27 /DESCR:

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03/06 BUS NAME/TRFEE:

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CITY:

PROV:

POSTAL CODE:

29 ASSIGNEE:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :

PROV :

POSTAL CODE :

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GOODS INVTRY EQUIP ACCTS OTHER

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AMOUNT

MATURITY OR

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16 NAME : COHEN HIGHLEY (MRM)

17 ADDRESS : 255 QUEENS AVENUE, 11TH FLOOR

CITY : LONDON

PROV : ON

POSTAL CODE : N6A 5R8

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 OCN:
 04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNOR:
 LONDON LIFE INSURANCE COMPANY
 08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
 THE EQUITABLE TRUST COMPANY
 09 ADDRESS : C/O 100 UNIVERSITY AVE., #700-NORTH TOWE
 CITY : TORONTO PROV : ON POSTAL CODE : M5J 1V6
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
 10
 11
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 15
 16 NAME : BLANEY MCMURTRY LLP
 17 ADDRESS : 20 QUEEN STREET WEST, SUITE 1400
 CITY : TORONTO PROV : ON POSTAL CODE : M5H 2V3

FAMILY : 1 OF 8 ENQUIRY PAGE : 6 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

FILE NUMBER 066100149

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25 OTHER CHANGE:

26 REASON:

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03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY:

PROV:

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29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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CITY :

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POSTAL CODE :

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GOODS INVTRY EQUIP ACCTS OTHER

INCL

AMOUNT

MATURITY OR

MAT DATE

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15

16 NAME : BLANEY MCMURTRY LLP

17 ADDRESS : 20 QUEEN STREET WEST, SUITE 1400

CITY : TORONTO

PROV : ON

POSTAL CODE : M5H 2V3

FAMILY : 1 OF 8 ENQUIRY PAGE : 7 OF 35
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 24 TRANSFEROR: BUS NAME: 478729 ONTARIO LIMITED
 25 OTHER CHANGE:
 26 REASON: TO ADD AN ADDITIONAL DEBTOR.
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE: DEEM MANAGEMENT LIMITED OCN: 2054610
 04/07 ADDRESS: 2 QUEEN STREET WEST, SUITE 1500
 CITY: TORONTO PROV: ON POSTAL CODE: M5C 3G5
 29 ASSIGNOR:
 08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
 09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
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 16 NAME : MILLER, CANFIELD, PADDOCK AND STONE, LLP (DENNIS TOBIN)
 17 ADDRESS : 144 FRONT STREET WEST, SUITE 400
 CITY : TORONTO PROV : ON POSTAL CODE : M5J 2L7

FAMILY : 1 OF 8 ENQUIRY PAGE : 8 OF 35
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 27 /DESCR:
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 OCN:
 04/07 ADDRESS: 229 LEXINTON ROAD
 CITY: WATERLOO PROV: ON POSTAL CODE: N2K 2E1
 29 ASSIGNOR:
 08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
 09 ADDRESS :
 CITY : PROV : POSTAL CODE :
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 10
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 16 NAME : CASSELS BROCK & BLACKWELL LLP (KCALBERY #21250-797, LN#504375)
 17 ADDRESS : SUITE 2100, 40 KING STREET WEST
 CITY : TORONTO PROV : ON POSTAL CODE : M5H 3C2

FAMILY : 1 OF 8 ENQUIRY PAGE : 9 OF 35
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27 /DESCR:
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OCN:
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29 ASSIGNEE:
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 25 OTHER CHANGE:
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 27 /DESCR:
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 03/06 BUS NAME/TRFEE:
 OCN:
 04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNEE:
 08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
 09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
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 16 NAME :
 17 ADDRESS :
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FAMILY : 1 OF 8 ENQUIRY PAGE : 11 OF 35
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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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11
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15
16 NAME : CASSELS BROCK & BLACKWELL LLP (KCALBERY #21250-797, LN#504375)
17 ADDRESS : SUITE 2100, 40 KING STREET WEST
CITY : TORONTO PROV : ON POSTAL CODE : M5H 3C2

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25 OTHER CHANGE:
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 03/06 BUS NAME/TRFee:
 OCN:
 04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNEE:
 THE EQUITABLE TRUST COMPANY
 08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
 PEOPLES TRUST COMPANY
 09 ADDRESS : 95 WELLINGTON STREET WEST, SUITE 915
 CITY : TORONTO PROV : ON POSTAL CODE : M5J 2N7
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
 10
 11
 12
 13
 14
 15
 16 NAME : DALE & LESSMANN LLP (GTW)
 17 ADDRESS : 181 UNIVERSITY AVENUE, SUITE 2100
 CITY : TORONTO PROV : ON POSTAL CODE : M5H 3M7

FAMILY : 1 OF 8 ENQUIRY PAGE : 13 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

FILE NUMBER 066100149

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25 OTHER CHANGE:

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03/06 BUS NAME/TRFEE:

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CITY:

PROV:

POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :

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DATE OF

NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER

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AMOUNT

MATURITY OR

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16 NAME : DALE & LESSMANN LLP (GTW)

17 ADDRESS : 181 UNIVERSITY AVENUE, SUITE 2100

CITY : TORONTO

PROV : ON

POSTAL CODE : M5H 3M7

FAMILY : 1 OF 8 ENQUIRY PAGE : 14 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED FILE NUMBER 066100149

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23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: DEEM MANAGEMENT LIMITED

25 OTHER CHANGE:

26 REASON: REFERENCE FILE NO. 066100149 IS HEREBY AMENDED BY DELETING THE
27 /DESCR: EXISTING GENERAL COLLATERAL DESCRIPTION AND INSERTING THE FOLLOWING
28 : GENERAL COLLATERAL DESCRIPTION IN ITS PLACE - GENERAL ASSIGNMENT OF
02/05 IND/TRANSFEREE:
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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12

13 GENERAL ASSIGNMENT OF RENTS, ASSIGNMENT OF LEASES, GENERAL SECURITY
14 AGREEMENT AND GUARANTEE AND POSTPONEMENT OF CLAIM ALL WITH RESPECT TO
15 THE PROPERTY AT 990 EDWARD STREET, PRESCOTT, ONTARIO.

16 NAME : DALE & LESSMANN LLP (GTW)
17 ADDRESS : 181 UNIVERSITY AVENUE, SUITE 2100
CITY : TORONTO PROV : ON POSTAL CODE : M5H 3M7

FAMILY : 1 OF 8 ENQUIRY PAGE : 15 OF 35
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 21 REFERENCE FILE NUMBER : 066100149
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 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME:
 25 OTHER CHANGE:
 26 REASON: RENTS, ASSIGNMENT OF LEASES, GENERAL SECURITY AGREEMENT AND
 27 /DESCR: GUARANTEE AND POSTPONEMENT OF CLAIM ALL WITH RESPECT TO THE PROPERTY
 28 : AT 990 EDWARD STREET, PRESCOTT, ONTARIO.
 02/05 IND/TRANSFeree:
 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
 10
 11
 12
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 14
 15
 16 NAME :
 17 ADDRESS :
 CITY : PROV : POSTAL CODE :

FAMILY : 2 OF 8
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

ENQUIRY PAGE : 16 OF 35

00 FILE NUMBER : 080109477 EXPIRY DATE : 22SEP 2021 STATUS :
01 CAUTION FILING : PAGE : 1 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 19950922 1449 0043 3211 REG TYP: P PPSA REG PERIOD: 12
02 IND DOB : IND NAME:
03 BUS NAME: ARBOR LIVING CENTERS (CANADA) INC.

OCN :

04 ADDRESS : SUITE 255, 2155 LEANNE BOULEVARD
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5K 2K8
05 IND DOB : IND NAME:
06 BUS NAME: DEEM MANAGEMENT SERVICES LIMITED

OCN :

07 ADDRESS : 156 REYNOLDS STREET
CITY : OAKVILLE PROV: ON POSTAL CODE: L6J 3K9

08 SECURED PARTY/LIEN CLAIMANT :
ULTRAVEST MORTGAGE SERVICERS INC.

09 ADDRESS : 10 ALLSTATE PARKWAY
CITY : MARKHAM PROV: ON POSTAL CODE: L3R 5P8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 GUARANTEE AND POSTPONEMENT OF CLAIM

14

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16 AGENT: MCCARTHY TETRAULT (SJB)

17 ADDRESS : P.O. BOX 48 T-D BANK TOWER T-D CENTRE
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1E6

FAMILY : 2 OF 8
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

ENQUIRY PAGE : 17 OF 35

00 FILE NUMBER : 080109477 EXPIRY DATE : 22SEP 2021 STATUS :
01 CAUTION FILING : PAGE : 2 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 19950922 1449 0043 3211 REG TYP:
02 IND DOB : 02NOV 1942 IND NAME: MICHAEL REG PERIOD:
03 BUS NAME: BAUSCH
OCN :
04 ADDRESS : SUITE 255, 2155 LEANNE BOULEVARD
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5K 2K8
05 IND DOB : 04MAY 1936 IND NAME: DONALD J DAL BIANCO
06 BUS NAME:
OCN :
07 ADDRESS : 156 REYNOLDS STREET
CITY : OAKVILLE PROV: ON POSTAL CODE: L6J 3K9

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.
11
12 GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 2 OF 8 ENQUIRY PAGE : 18 OF 35
 SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED FILE NUMBER 080109477
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20060412 1557 7085 1657
 21 REFERENCE FILE NUMBER : 080109477
 22 AMEND PAGE: NO PAGE: CHANGE: D ASSGNMT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: ARBOR LIVING CENTERS (CANADA) INC.
 25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFeree:
 03/06 BUS NAME/TRFee:
 OCN:
 04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNEE:
 ULTRAVEST MORTGAGE SERVICERS INC.
 08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
 THE MANUFACTURERS LIFE INSURANCE COMPANY
 09 ADDRESS : 7 MARITIME PLACE, P.O. BOX 1030
 CITY : HALIFAX PROV : NS POSTAL CODE : B3J 2X5
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
 10
 11
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 15
 16 NAME : TRAUB, MOLDAVER (E. HARRIS 06-0077)
 17 ADDRESS : 4 KING STREET WEST, SUITE 1801
 CITY : TORONTO PROV : ON POSTAL CODE : M5H 1B6

FAMILY : 2 OF 8 ENQUIRY PAGE : 19 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

FILE NUMBER 080109477

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 1 MV SCHED: 20060412 1558 7085 1658

21 REFERENCE FILE NUMBER : 080109477

22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 14 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: ARBOR LIVING CENTERS (CANADA) INC.

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFeree:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY:

PROV:

POSTAL CODE:

29 ASSIGNEE:

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 : TRAUB, MOLDAVER (E. HARRIS 06-0077)

17 ADDRESS : 4 KING STREET WEST, SUITE 1801

CITY : TORONTO

PROV : ON

POSTAL CODE : M5H 1B6

FAMILY : 2 OF 8 ENQUIRY PAGE : 20 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED FILE NUMBER 080109477
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20060605 0843 7085 1694
21 REFERENCE FILE NUMBER : 080109477
22 AMEND PAGE: NO PAGE: CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: ARBOR LIVING CENTERS (CANADA) INC.
25 OTHER CHANGE:
26 REASON: TO ADD AN ADDITIONAL DEBTOR TO EXISTING REGISTRATION.
27 /DESCR:
28 :
02/05 IND/TRANSFeree: 02NOV1942 JAMES M BAUSCH
03/06 BUS NAME/TRFEE: OCN:
04/07 ADDRESS: 87 GLENASHTON DRIVE
CITY: OAKVILLE PROV: ON POSTAL CODE: L6H 7A1
29 ASSIGNEE:
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
10
11
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13
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15
16 NAME : TRAUB, MOLDAVER (E. HARRIS 06-0077)
17 ADDRESS : 4 KING STREET WEST, SUITE 1801
CITY : TORONTO PROV : ON POSTAL CODE : M5H 1B6

FAMILY : 2 OF 8 ENQUIRY PAGE : 21 OF 35
 SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED FILE NUMBER 080109477
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 2 MV SCHED: 20160812 1442 1590 4797
 21 REFERENCE FILE NUMBER : 080109477
 22 AMEND PAGE: NO PAGE: CHANGE: D ASSGNMT REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: ARBOR LIVING CENTERS (CANADA) INC.
 25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFeree:
 03/06 BUS NAME/TRFee:
 OCN:
 04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNEE:
 THE MANUFACTURERES LIFE INSURANCE COMPANY
 08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
 COMPUTERSHARE TRUST COMPANY OF CANADA
 09 ADDRESS : 100 UNIVERSITY AVENUE, SUITE 700, NORTH
 CITY : TORONTO PROV : ON POSTAL CODE : M5J 1V6
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
 10
 11
 12
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 14
 15
 16 NAME : GARDINER ROBERTS LLP (ZZ)
 17 ADDRESS : 3600 - 22 ADELAIDE STREET WEST
 CITY : TORONTO PROV : ON POSTAL CODE : M5H 4E3

FAMILY : 2 OF 8 ENQUIRY PAGE : 22 OF 35
 SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED FILE NUMBER 080109477
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 002 OF 2 MV SCHED: 20160812 1442 1590 4797
 21 REFERENCE FILE NUMBER : 080109477
 22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME:
 25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFeree:
 03/06 BUS NAME/TRFEE:
 OCN:
 04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:
 29 ASSIGNEE:
 08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :
 09 ADDRESS : TOWER
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
 10
 11
 12
 13
 14
 15
 16 NAME :
 17 ADDRESS :
 CITY : PROV : POSTAL CODE :

FAMILY : 2 OF 8 ENQUIRY PAGE : 23 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

FILE NUMBER 080109477

PAGE TOT REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 001 MV SCHED: 20170110 0925 1862 5062
21 REFERENCE FILE NUMBER : 080109477
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: DEEM MANAGEMENT SERVICES LIMITED

25 OTHER CHANGE:

26 REASON: DEEM MANAGEMENT SERVICES LIMITED AND DONALD J. DAL BIANCO HAVE
27 /DESCR: FULFILLED THEIR OBLIGATIONS TO THE SECURED PARTY AND ARE NO LONGER
28 : DEBTORS UNDER REFERENCE FILE NUMBER 080109477.

02/05 IND/TRANSFeree:

03/06 BUS NAME/TRFee:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNEE:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

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

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16 NAME : BLANEY MCMURTRY LLP (P. PIMENTEL)

17 ADDRESS : 2 QUEEN STREET EAST, SUITE 1500

CITY : TORONTO PROV : ON POSTAL CODE : M5C 3G5

FAMILY : 3 OF 8 ENQUIRY PAGE : 24 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

00 FILE NUMBER : 659859021 EXPIRY DATE : 16MAR 2021 STATUS :
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :

REG NUM : 20100316 1643 1862 8162 REG TYP: P PPSA REG PERIOD: 11

02 IND DOB : IND NAME:

03 BUS NAME: DEEM MANAGEMENT SERVICES LIMITED

OCN :

04 ADDRESS : 5359 TIMBERLEA BLVD, UNIT 62

CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 4N5

05 IND DOB : IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

PEOPLES TRUST COMPANY

09 ADDRESS : 130 ADELAIDE STREET WEST, SUITE 1801

CITY : TORONTO PROV: ON POSTAL CODE: M5H 3P5

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X MODEL V.I.N.

YEAR MAKE

11

12

GENERAL COLLATERAL DESCRIPTION

13 GENERAL ASSIGNMENT OF RENTS, GENERAL SECURITY AGREEMENT, ASSIGNMENT

14 OF LEASES WITH RESPECT TO THE PROPERTY AT 55 HUGO CRESCENT,

15 KITCHENER.

16 AGENT: DALE & LESSMANN LLP (MEU)

17 ADDRESS : 181 UNIVERSITY AVENUE, SUITE 2100

CITY : TORONTO PROV: ON POSTAL CODE: M5H 3M7

FAMILY : 4 OF 8 ENQUIRY PAGE : 25 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

00 FILE NUMBER : 659859048 EXPIRY DATE : 16MAR 2021 STATUS :
01 CAUTION FILING : PAGE : 001 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20100316 1644 1862 8163 REG TYP: P PPSA REG PERIOD: 11
02 IND DOB : IND NAME:
03 BUS NAME: 1168306 ONTARIO INC.

OCN :
04 ADDRESS : 280 RIVERBANK DRIVE
CITY : CAMBRIDGE PROV: ON POSTAL CODE: N3H 4R6
05 IND DOB : 24SEP1945 IND NAME: WILLIAM F DODD
06 BUS NAME:

OCN :
07 ADDRESS : 280 RIVERBANK DRIVE
CITY : CAMBRIDGE PROV: ON POSTAL CODE: N3H 4R6

08 SECURED PARTY/LIEN CLAIMANT :
PEOPLES TRUST COMPANY

09 ADDRESS : 130 ADELAIDE STREET WEST, SUITE 1801
CITY : TORONTO PROV: ON POSTAL CODE: M5H 3P5
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X

YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 GUARANTEE AND POSTPONEMENT OF CLAIM WITH RESPECT TO THE PROPERTY AT
14 55 HUGO CRESCENT, KITCHENER.

15

16 AGENT: DALE & LESSMANN LLP (MEU)

17 ADDRESS : 181 UNIVERSITY AVENUE, SUITE 2100
CITY : TORONTO PROV: ON POSTAL CODE: M5H 3M7

FAMILY : 4 OF 8 ENQUIRY PAGE : 26 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

00 FILE NUMBER : 659859048 EXPIRY DATE : 16MAR 2021 STATUS :
01 CAUTION FILING : PAGE : 002 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20100316 1644 1862 8163 REG TYP: REG PERIOD:
02 IND DOB : 22AUG1963 IND NAME: ROBERT DAL BIANCO
03 BUS NAME:
04 ADDRESS : 116 CHAPLIN CRESCENT OCN :
CITY : TORONTO PROV: ON POSTAL CODE: M5P 1A7
05 IND DOB : 01MAY1936 IND NAME: DONALD J DAL BIANCO
06 BUS NAME:
07 ADDRESS : 87 HURON STREET OCN :
CITY : SOUTHAMPTON PROV: ON POSTAL CODE: N0H 2L0

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.
11
12 GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 4 OF 8 ENQUIRY PAGE : 27 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

00 FILE NUMBER : 659859048 EXPIRY DATE : 16MAR 2021 STATUS :
01 CAUTION FILING : PAGE : 003 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20100316 1644 1862 8163 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME: DEEM MANAGEMENT SERVICES LIMITED
OCN :
04 ADDRESS : 5359 TIMBERLEA BLVD, UNIT 62
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 4NS
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.
11
12 GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 5 OF 8 ENQUIRY PAGE : 28 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

00 FILE NUMBER : 659859066 EXPIRY DATE : 16MAR 2021 STATUS :
01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20100316 1644 1862 8164 REG TYP: P PPSA REG PERIOD: 11

02 IND DOB : IND NAME:

03 BUS NAME: CONESTOGA LODGE PARTNERSHIP

OCN :

04 ADDRESS : 5359 TIMBERLEA BLVD, UNIT 62
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 4N5

05 IND DOB : IND NAME:

06 BUS NAME: DEEM MANAGEMENT SERVICES LIMITED

OCN :

07 ADDRESS : 5359 TIMBERLEA BLVD., UNIT 62
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 4N5

08 SECURED PARTY/LIEN CLAIMANT :
PEOPLES TRUST COMPANY

09 ADDRESS : 130 ADELAIDE STREET WEST, SUITE 1801

CITY : TORONTO PROV: ON POSTAL CODE: M5H 3P5

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

10 X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 CHARGE OF BENEFICIAL INTEREST WITH RESPECT TO THE PROPERTY AT 55 HUGO

14 CRESCENT, KITCHENER.

15

16 AGENT: DALE & LESSMANN LLP (MEU)

17 ADDRESS : 181 UNIVERSITY AVENUE, SUITE 2100
CITY : TORONTO PROV: ON POSTAL CODE: M5H 3M7

FAMILY : 5 OF 8
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

ENQUIRY PAGE : 29 OF 35

00 FILE NUMBER : 659859066 EXPIRY DATE : 16MAR 2021 STATUS :
01 CAUTION FILING : PAGE : 002 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20100316 1644 1862 8164 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME: 1168306 ONTARIO INC.
OCN :
04 ADDRESS : 280 RIVERBANK DRIVE
CITY : CAMBRIDGE PROV: ON POSTAL CODE: N3H 4R6
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.
11
12 GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 6 OF 8 ENQUIRY PAGE : 30 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

00 FILE NUMBER : 690047649 EXPIRY DATE : 05SEP 2019 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20130905 1551 6005 9047 REG TYP: P PPSA REG PERIOD: 06

02 IND DOB : IND NAME:

03 BUS NAME: DEEM MANAGEMENT SERVICES LIMITED

OCN :

04 ADDRESS : 229 LEXINGTON ROAD
CITY : WATERLOO PROV: ON POSTAL CODE: N2K 2E1

05 IND DOB : IND NAME:

06 BUS NAME: PINEHAVEN NURSING HOME

OCN :

07 ADDRESS : 229 LEXINGTON ROAD
CITY : WATERLOO PROV: ON POSTAL CODE: N2K 2E1

08 SECURED PARTY/LIEN CLAIMANT :
NATIONAL LEASING GROUP INC.

09 ADDRESS : 1525 BUFFALO PLACE(2637755)
CITY : WINNIPEG PROV: MB POSTAL CODE: R3T 1L9
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 ALL COMPACTOR SYSTEM WITH ACCESSORIES OF EVERY NATURE OR KIND
14 DESCRIBED IN LEASE NUMBER 2637755 BETWEEN MODERN WASTE PRODUCTS INC.,
15 AS ORIGINAL LESSOR AND THE DEBTOR, AS LESSEE, WHICH LEASE WAS

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 6 OF 8
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

ENQUIRY PAGE : 31 OF 35

00 FILE NUMBER : 690047649 EXPIRY DATE : 05SEP 2019 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20130905 1551 6005 9047 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
04 ADDRESS : OCN :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
07 ADDRESS : OCN :
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.
11
12
GENERAL COLLATERAL DESCRIPTION
13 ASSIGNED BY THE ORIGINAL LESSOR TO THE SECURED PARTY, AS AMENDED FROM
14 TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND
15 SUBSTITUTIONS.
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 6 OF 8 ENQUIRY PAGE : 32 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED FILE NUMBER 690047649

	PAGE	TOT	REGISTRATION NUM	REG TYPE
01	CAUTION	001 OF 1	MV SCHED:	20170621 1219 6005 5392
21	REFERENCE FILE NUMBER	690047649		
22	AMEND PAGE:	NO PAGE:	CHANGE: E	TRNSFER REN YEARS:
23	REFERENCE DEBTOR/	IND NAME:		CORR PER:
24	TRANSFEROR:	BUS NAME:	DEEM MANAGEMENT SERVICES LIMITED	
25	OTHER CHANGE:			
26	REASON:			
27	/DESCR:			
28	:			
02/05	IND/TRANSFeree:			
03/06	BUS NAME/TRFEE:	SCHLEGEL VILLAGES INC.		
			OCN:	
04/07	ADDRESS:	325 MAX BECKER DRIVE, SUITE 201,		
	CITY:	KITCHENER	PROV: ON	POSTAL CODE: N2E 4H5
29	ASSIGNOR:			
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :			
09	ADDRESS :			
	CITY :		PROV :	POSTAL CODE :
	CONS.	MV		DATE OF
	GOODS INVTRY EQUIP ACCTS OTHER	INCL	AMOUNT	NO FIXED MATURITY OR MAT DATE
10				
11				
12				
13				
14				
15				
16	NAME :	NATIONAL LEASING GROUP INC.		
17	ADDRESS :	1525 BUFFALO PLACE (2637755)		
	CITY :	WINNIPEG	PROV : MB	POSTAL CODE : R3T 1L9

FAMILY : 7 OF 8 ENQUIRY PAGE : 33 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

00 FILE NUMBER : 727298514 EXPIRY DATE : 04MAY 2021 STATUS :
01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20170504 1601 1862 3843 REG TYP: P PPSA REG PERIOD: 4

02 IND DOB : IND NAME:

03 BUS NAME: DEEM MANAGEMENT SERVICES LIMITED

OCN :

04 ADDRESS : 209 LEXINGTON ROAD, UNIT F2
CITY : WATERLOO PROV: ON POSTAL CODE: N2K 2E1

05 IND DOB : IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.

09 ADDRESS : TD CENTRE, TD NORTH TOWER, 77 KING ST. W

CITY : TORONTO PROV: ON POSTAL CODE: M5K 1G8

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

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

11

12

GENERAL COLLATERAL DESCRIPTION

13 ALL RIGHTS, TITLE AND INTEREST OF THE DEBTOR IN ALL PERSONAL

14 PROPERTY, AND ALL PROCEEDS OF SUCH PERSONAL PROPERTY, LOCATED AT,

15 RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY COMPRISING

16 AGENT: ROSE, PERSIKO, RAKOWSKY, MELVIN LLP (RBM / 20170098)

17 ADDRESS : 390 BAY STREET, SUITE 600

CITY : TORONTO PROV: ON POSTAL CODE: M5H 2Y2

FAMILY : 7 OF 8 ENQUIRY PAGE : 34 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

00 FILE NUMBER : 727298514 EXPIRY DATE : 04MAY 2021 STATUS :
01 CAUTION FILING : PAGE : 002 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20170504 1601 1862 3843 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 : ., P.O. BOX 117, SUITE 4120
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.
11
12
GENERAL COLLATERAL DESCRIPTION
13 PART BLOCK A, PLAN 1313, BEING PARTS 1, 4 & 5 ON PLAN 58R-6774 AND
14 PART 3 ON PLAN 58R-2194, PIN 22291-0628 LT, 215 & 229 LEXINGTON ROAD,
15 WATERLOO, ONTARIO.
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 8 OF 8 ENQUIRY PAGE : 35 OF 35
SEARCH : BD : DEEM MANAGEMENT SERVICES LIMITED

00 FILE NUMBER : 736650531 EXPIRY DATE : 22FEB 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20180222 1217 1590 3814 REG TYP: P PPSA REG PERIOD: 10

02 IND DOB : IND NAME:

03 BUS NAME: DEEM MANAGEMENT SERVICES LIMITED

OCN : 1832723

04 ADDRESS : 209 LEXINGTON ROAD, UNIT F2
CITY : WATERLOO PROV: ON POSTAL CODE: N2K 2E1

05 IND DOB : IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
DONALD DAL BIANCO

09 ADDRESS : 87 HURON STREET
CITY : SAUGEEN SHORES

PROV: ON POSTAL CODE: N0H 2L0

CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X MODEL V.I.N.

X

11

12

GENERAL COLLATERAL DESCRIPTION

13

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15

16 AGENT: CASS & BISHOP PROFESSIONAL CORPORATION

17 ADDRESS : 3455 HARVESTER ROAD, UNIT 31
CITY : BURLINGTON PROV: ON POSTAL CODE: L7N 3P2

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 5/24/2018
File Currency Date: 05/23/2018
Family(ies): 2
Page(s): 4

SEARCH : Business Debtor : THE UPTOWN INC.

The attached report has been created based on the data received by Cyberbahn, a Thomson Reuters business from the Province of Ontario, Ministry of Government Services. No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report. Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 5/24/2018
File Currency Date: 05/23/2018
Family(ies): 2
Page(s): 4

SEARCH : Business Debtor : THE UPTOWN INC.

FAMILY : 1 OF 2	ENQUIRY PAGE : 1 OF 4
SEARCH : BD : THE UPTOWN INC.	
00 FILE NUMBER : 727050006 EXPIRY DATE : 28APR 2021 STATUS :	
01 CAUTION FILING : PAGE : 001 OF 003 MV SCHEDULE ATTACHED :	
REG NUM : 20170428 1047 1862 3189 REG TYP: P PPSA REG PERIOD: 4	
02 IND DOB : IND NAME:	
03 BUS NAME: DEEM MANAGEMENT LIMITED	OCN : 2054610
04 ADDRESS : 209 LEXINGTON ROAD, UNIT F2	
CITY : WATERLOO PROV: ON POSTAL CODE: N2K 2E1	
05 IND DOB : IND NAME:	
06 BUS NAME: MAXION MANAGEMENT SERVICES INC.	OCN : 2346005
07 ADDRESS : 92 SAUNDERS ROAD, UNIT 1	
CITY : BARRIE PROV: ON POSTAL CODE: L4N 9A8	
08 SECURED PARTY/LIEN CLAIMANT :	
INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.	
09 ADDRESS : TD CENTRE, TD NORTH TOWER, 77 KING ST. W	
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1G8	
CONS. MV DATE OF OR NO FIXED	
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE	
10 X X	
YEAR MAKE MODEL V.I.N.	
11	
12	
GENERAL COLLATERAL DESCRIPTION	
13 PURSUANT TO A GUARANTEE, AN ASSIGNMENT OF ACCOUNTS OWING TO EACH	
14 DEBTOR BY AND AN ASSIGNMENT OF ALL CLAIMS WHICH EACH DEBTOR HAS	
15 AGAINST DEEM MANAGEMENT SERVICES LIMITED	
16 AGENT: ROSE, PERSIKO, RAKOWSKY, MELVIN LLP (RBM/20170098)	
17 ADDRESS : 390 BAY STREET, SUITE 600	
CITY : TORONTO PROV: ON POSTAL CODE: M5H 2Y2	

FAMILY : 1 OF 2
SEARCH : BD : THE UPTOWN INC.

ENQUIRY PAGE : 2 OF 4

00 FILE NUMBER : 727050006 EXPIRY DATE : 28APR 2021 STATUS :
01 CAUTION FILING : PAGE : 002 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20170428 1047 1862 3189 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME: THE UPTOWN INC. OCN : 1580545
04 ADDRESS : 209 LEXINGTON ROAD, UNIT F2
CITY : WATERLOO PROV: ON POSTAL CODE: N2K 2E1
05 IND DOB : IND NAME:
06 BUS NAME: 2453678 ONTARIO INC. OCN : 2453678
07 ADDRESS : 610 APPLEWOOD CRES., SUITE 502
CITY : VAUGHAN PROV: ON POSTAL CODE: L4K 0E3

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : ., P.O. BOX 117, SUITE 4120
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.
11
12 GENERAL COLLATERAL DESCRIPTION
13
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16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 1 OF 2
SEARCH : BD : THE UPTOWN INC.

ENQUIRY PAGE : 3 OF 4

00 FILE NUMBER : 727050006 EXPIRY DATE : 28APR 2021 STATUS :
01 CAUTION FILING : PAGE : 003 OF 003 MV SCHEDULE ATTACHED :
REG NUM : 20170428 1047 1862 3189 REG TYP:
02 IND DOB : 22AUG1963 IND NAME: ROBERT REG PERIOD:
03 BUS NAME: DAL BIANCO
04 ADDRESS : 209 LEXINGTON ROAD, UNIT F2 OCN :
CITY : WATERLOO PROV: ON POSTAL CODE: N2K 2E1
05 IND DOB : 21JUN1964 IND NAME: PAUL MICHELIN
06 BUS NAME:
07 ADDRESS : 92 SAUNDERS ROAD, UNIT 1 OCN :
CITY : BARRIE PROV: ON POSTAL CODE: L4N 9A8

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.
11
12
GENERAL COLLATERAL DESCRIPTION
13
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15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 2 OF 2
SEARCH : BD : THE UPTOWN INC.

ENQUIRY PAGE : 4 OF 4

00 FILE NUMBER : 736650432 EXPIRY DATE : 22FEB 2028 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20180222 1213 1590 3810 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: THE UPTOWN INC.

OCN : 2346005

04 ADDRESS : 2 QUEEN STREET EAST, SUITE 1500
CITY : TORONTO PROV: ON POSTAL CODE: M5C 3G5
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
DONALD DAL BIANCO

09 ADDRESS : 87 HURON STREET
CITY : SAUGEEN SHORES PROV: ON POSTAL CODE: N0H 2L0
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X MODEL V.I.N.
YEAR MAKE X

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: CASS & BISHOP PROFESSIONAL CORPORATION

17 ADDRESS : 3455 HARVESTER ROAD, UNIT 31
CITY : BURLINGTON PROV: ON POSTAL CODE: L7N 3P2

TAB J

This is Exhibit "J" referred to in the Affidavit of Donald Dal Bianco
sworn before me this 27th day of May, 2018.

gul c wolf

*A Commissioner for Taking Oaths, Affidavits (or as may be) in
Ontario*

----- Forwarded message -----

From: Heather Crase <hcrase@cassbishop.ca>

Date: Tue, Jan 30, 2018 at 2:58 PM

Subject: Deem Services

To: rpdalbianco@gmail.com <rpdalbianco@gmail.com>, jwolf@blaney.com <jwolf@blaney.com>,

dondalbianco@gmail.com <dondalbianco@gmail.com>

CC: Peter Cass <pcass@cassbishop.ca>

Please find attached correspondence from Mr. Peter Cass.

Best Regards,

Heather Crase, Law Clerk

Corporate Manager

Direct: 905-633-3807

Tel: 905-632-7744 ext. 3807

Fax: 905-632-9076

Web: www.cassbishop.ca

Tell us how we're doing: www.cassbishop.ca/feedback

Cass & Bishop Professional Corporation

3455 Harvester Rd Unit 31

Burlington ON L7N 3P2

This message, including any attachments, is privileged and may contain confidential information intended only for the person(s) named above. Any other distribution, copying or disclosure is strictly prohibited. If you are not the intended recipient or have received this message in error, please notify us immediately by reply email and permanently delete the original transmission from us, including any attachments, without making a copy. **CASL Unsubscribe Information:** If you do not wish to communicate with me by email, please email reception@cassbishop.ca and advise of that fact.

Please note that I work from home on Fridays, but am checking my emails on a regular basis.

CASS & BISHOP*
BARRISTERS & SOLICITORS

3455 Harvester Rd Unit 31
Burlington ON L7N 3P2

TEL: 905-632-7744
FAX: 905-632-7850

www.cassbishop.ca

January 30th, 2018

Deem Management Services Limited
209 Lexington Road
Unit F2
Waterloo, ON N2K 2E1

Attention: Mr. Robert Dal Bianco

Dear Mr. Dal Bianco:

Re: Loan from Donald Dal Bianco

We are solicitors for Mr. Donald Dal Bianco. This is a demand that Deem Management Services Limited is to immediately repay the monies loaned to it by our client in the amount of \$9,765,538.94.

Please forward payment in full to our client, or to Cass & Bishop in trust, no later than 5 pm on January 31st, 2018. Our bank details are attached. Per diem interest is to be added in the amount of \$2,140.39 for each day after today.

We have been instructed that if you fail to make the outstanding payment by such date, we are to take further steps to collect.

Yours very truly,

Cass & Bishop Professional Corporation

Peter H. Cass
PHC:HC

TAB K

This is Exhibit "K" referred to in the Affidavit of Donald Dal
Bianco sworn before me this 27th day of May, 2018.

J. Bell

*A Commissioner for Taking Oaths, Affidavits (or as may be) in
Ontario*

David T Ullmann
D: 416-596-4289 F: 416-594-2437
dullmann@blaney.com

May 25, 2018

EMAIL TO BPHILLIPS@WAGNERSIDLOFSKY.COM

Mr. Bradley Phillips
Wagner Sidlofsky LLP
181 University Avenue, Suite 1800
Toronto, ON, M5H 3M7

Dear Mr. Phillips,

Re: Termination of Forbearance Agreement ("Forbearance Agreement") and Deem Management Services Limited (the "Company")

As you are aware, we are solicitors for Mr. Donald Dal Bianco. Mr. Dal Bianco and the Company entered into a Forbearance Agreement dated February 14, 2018.

We are writing to advise you that the Forbearance Agreement is terminated as a result of events of default. In particular, but without limitation, the Company is in default of sections 5.1(a) and 5.1(d) of the Forbearance Agreement. In accordance with section 5.2 of the Forbearance Agreement the Forbearance Agreement is immediately terminated and has ended without further notice upon the occurrence of these defaults. Nonetheless we are writing to you as a courtesy to advise you of this fact.

As a result of the default set-out above, please be advised that our client is hereby giving you notice of his intention to enforce his security forthwith, including without limitation bringing a receivership application before the Court of the Commercial List in Toronto for the purpose of appointing a Receiver over the Pinehaven property and over the property, assets and undertaking of The Uptown Inc.

Yours truly,

Blaney McMurtry LLP



David T Ullmann
DTU/ab

David T Ullmann
D: 416-596-4289 F: 416-594-2437
dullmann@blaney.com

May 25, 2018

EMAIL TO BPHILLIPS@WAGNERSIDLOFSKY.COM

Mr. Bradley Phillips
Wagner Sidlofsky LLP
181 University Avenue, Suite 1800
Toronto, ON, M5H 3M7

Dear Mr. Phillips,

Re: Termination of Forbearance Agreement ("Forbearance Agreement") and The Uptown Inc. (the "Company")

As you are aware, we are solicitors for Mr. Donald Dal Bianco. Mr. Dal Bianco and the Company entered into a Forbearance Agreement dated February 14, 2018.

We are writing to advise you that the Forbearance Agreement is terminated as a result of events of default. In particular, but without limitation, the Company is in default of sections 5.1(a) and 5.1(d) of the Forbearance Agreement. In accordance with section 5.2 of the Forbearance Agreement the Forbearance Agreement is immediately terminated and has ended without further notice upon the occurrence of these defaults. Nonetheless we are writing to you as a courtesy to advise you of this fact.

As a result of the default set-out above, please be advised that our client is hereby giving you notice of his intention to enforce his security forthwith, including without limitation bringing a receivership application before the Court of the Commercial List in Toronto for the purpose of appointing a Receiver over the Pinehaven property and over the property, assets and undertaking of The Uptown Inc.

Yours truly,

Blaney McMurtry LLP



David T Ullmann
DTU/ab

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL, ORDINARY MAIL AND EMAIL**

TO: THE UPTOWN INC., an insolvent person

TAKE NOTICE THAT:

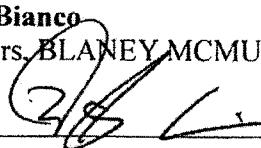
1. **DONALD DAL BIANCO**, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.

2. The security that is to be enforced is in the form of the security provided by the insolvent person listed on Schedule C (attached).
3. The total amount of indebtedness secured by the security as at February 14, 2018 was \$13,185,000.00, plus interest that has accrued thereafter, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this May 25, 2018

**Donald Dal Bianco
by its solicitors, BLANEY MCMURTRY LLP**

Per: 

SCHEDULE "C"
SECURITY

1. Charge/Mortgage securing the original principal amount of \$7,978,753.45 granted by Deem Management Services Limited to and in favour of the Lender and registered as Instrument No. WR1099051 on February 23, 2018 against the lands and premises legally described as Part Block A, Plan 1313, being Parts 1, 4 and 5 on Plan 58R-6774 and Part 3 on Plan 58R-2194, City of Waterloo, being all of PIN 22291-0628(LT).
2. Guarantee by Robert Dal Bianco of the obligations of Deem Management Services Limited to the Lender.
3. Guarantee by Deem Management Limited of the obligations of Deem Management Services Limited to the Lender.
4. Guarantee by The Uptown Inc. of the obligations of Deem Management Services Limited to the Lender.
5. General Security Agreement granted by Deem Management Services Limited to and in favour of the Lender.
6. General Security Agreement granted by Deem Management Limited to and in favour of the Lender.
7. General Security Agreement granted by The Uptown Inc. to and in favour of the Lender.
8. Share Pledge Agreement between Robert Dal Bianco and Don Dal Bianco in respect all of the issued and outstanding shares of Deem Management Services Limited and The Uptown Inc. owned by Robert Dal Bianco.

CONSENT TO EARLIER ENFORCEMENT

TO: DONALD DAL BIANCO

THE UNDERSIGNED hereby acknowledges receipt of a Notice Of Intention To Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act (Canada)* (the "Notice") dated **May 25, 2018**, delivered to us by you or on your behalf, and hereby consents to the earlier enforcement by you of the security referred to in the Notice.

DATED at Toronto this day of , 2000.

THE UPTOWN INC.

Per:

Name
Title

I have authority to bind the Corporation

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL, ORDINARY MAIL AND EMAIL**

TO: DEEM MANAGEMENT SERVICES LIMITED, an insolvent person

TAKE NOTICE THAT:

1. **DONALD DAL BIANCO**, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor; and

the real property known as the lands and premises legally described as Part Block A, Plan 1313, being Pars 2, 4 and 5 of Plan 58R-6774 and Part 3 on Plan 58R-2194, City of Waterloo, being all of PIN 22291-0628(LT).

2. The security that is to be enforced is in the form of the security provided by the insolvent person listed on Schedule C (attached).
3. The total amount of indebtedness secured by the security as at February 14, 2018 was \$13,185,000.00, plus interest that has accrued thereafter, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this May 25, 2018

Donald Dal Bianco
by its solicitors, BLANEY MCMURTRY LLP

Per: 

SCHEDULE "C"
SECURITY

1. Charge/Mortgage securing the original principal amount of \$7,978,753.45 granted by Deem Management Services Limited to and in favour of the Lender and registered as Instrument No. WR1099051 on February 23, 2018 against the lands and premises legally described as Part Block A, Plan 1313, being Parts 1, 4 and 5 on Plan 58R-6774 and Part 3 on Plan 58R-2194, City of Waterloo, being all of PIN 22291-0628(LT).
2. Guarantee by Robert Dal Bianco of the obligations of Deem Management Services Limited to the Lender.
3. Guarantee by Deem Management Limited of the obligations of Deem Management Services Limited to the Lender.
4. Guarantee by The Uptown Inc. of the obligations of Deem Management Services Limited to the Lender.
5. General Security Agreement granted by Deem Management Services Limited to and in favour of the Lender.
6. General Security Agreement granted by Deem Management Limited to and in favour of the Lender.
7. General Security Agreement granted by The Uptown Inc. to and in favour of the Lender.
8. Share Pledge Agreement between Robert Dal Bianco and Don Dal Bianco in respect all of the issued and outstanding shares of Deem Management Services Limited and The Uptown Inc. owned by Robert Dal Bianco.

CONSENT TO EARLIER ENFORCEMENT

TO: DONALD DAL BIANCO

THE UNDERSIGNED hereby acknowledges receipt of a Notice Of Intention To Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act (Canada)* (the "Notice") dated **May 25, 2018**, delivered to us by you or on your behalf, and hereby consents to the earlier enforcement by you of the security referred to in the Notice.

DATED at Toronto this day of , 2000.

DEEM MANAGEMENT SERVICES INC.

Per:

Name

Title

I have authority to bind the Corporation

TAB L

This is Exhibit "L" referred to in the Affidavit of Donald Dal Bianco
sworn before me this 27th day of May, 2018.

J. W. J.

*A Commissioner for Taking Oaths, Affidavits (or as may be) in
Ontario*

24th April 2018



Deem Management Services Limited Attention: Robert Del Bianco

We understand that Deem Management Services Limited (the "Vendor" or "you") is considering offering a sale of all interest in Phases 1-3 of The Uptown, 215-229 Lexington Road Waterloo, Ontario; (the "Development").

By your acceptance of this agreement, you hereby appoint Cushman & Wakefield ULC, Brokerage ("C&W"), and C&W hereby agrees to act, as your exclusive agent and financial advisor in respect of the Transaction of the Development under the terms and conditions set out below.

1. **Responsibilities.** C&W's responsibilities will include:
 - (a) preparing all marketing materials for the Development and managing the marketing and Transaction process;
 - (b) managing the electronic data room;
 - (c) identifying, approaching and conducting discussions with prospective investors of the Development;
 - (d) assisting the Vendor in negotiating the form, structure, terms and price of the Transaction in the Development.
2. **Insolvency Proceeding.** C&W acknowledges that it has been advised that the Vendor may use an insolvency statute to file for protection from its creditors, or that the Vendor may be subject to an application by its creditors to place the Vendor or the Property into receivership or the Vendor into Bankruptcy prior to the expiry of this Agreement or the completion of a sale (a "Insolvency Proceeding"). It may also be that the purchaser of the Development requires the Vendor to engage in an Insolvency Proceeding in order to complete the purchase of the Development. In the event of any Insolvency Proceeding, whether voluntary or involuntary, C&W acknowledges that the continuation of this Agreement and its terms, including the exclusivity and remuneration terms, may be subject to review by the Court and that this Agreement may be terminated by that Court following such review. In the absence of such termination, C&W's obligation to continue to act as agent under this Agreement shall continue notwithstanding the commencement of an Insolvency Proceeding unless terminated by the Court on the application of C&W or on mutual agreement among the Vendor, C&W and any court officer appointed in such Insolvency Proceeding. In the event of such termination, C&W's damages will be limited to its out of pocket costs incurred to the date of such termination.
3. **Exclusivity.** You agree that we will be your sole and exclusive representative and advisor with the authority to offer the Development for Transaction and to solicit offers for the purchase of the Development. You agree to immediately refer to us all contacts and inquiries with respect to a potential Transaction, howsoever received. In this agreement, "Transaction" means any disposition, direct or indirect, of all or any portion of the Development, or any interest therein, or any alternative transaction resulting in the direct or indirect disposition of an economic interest in all or any portion of the Development.

4. **Certain Acknowledgements of C&W.** C&W hereby acknowledges and agrees that:
 - (a) unless the parties expressly agree in writing to the contrary, it is acting solely as agent for the Vendor and not as agent for any purchaser and, as such, subject to C&W's obligation to act fairly to all parties, C&W's primary responsibility is to protect and promote the Developments of the Vendor in a Transaction;
 - (b) unless the parties expressly agree in writing to the contrary, all information provided to it by the Vendor pursuant to this agreement is confidential and such information will not be used other than in furtherance of the purposes of this agreement, provided that this confidentiality obligation will not apply to information now in the public domain, to information which may subsequently become public other than through breach by C&W of its obligations hereunder, to information disclosed to C&W by third parties in respect of which such third parties are not under any known obligation of confidentiality or to information which is required by law to be disclosed; and
 - (c) its authority is limited to the authority granted to C&W under this agreement and C&W has no authority to bind the Vendor.
5. **Certain Acknowledgements of the Vendor.** The Vendor hereby acknowledges and agrees that:
 - (a) the Vendor is not relying on C&W for tax, legal or accounting advice and the Vendor will consult with its own advisors concerning such matters and for making its own independent appraisal of a Transaction;
 - (b) any advice rendered by C&W or any of its representatives in connection with this agreement is for the confidential use of the Vendor only in its evaluation of a Transaction and is not to be delivered to, or relied upon, by any other person or used for any other purpose without C&W's prior written consent; and
 - (c) C&W may from time to time act as agent on the Transaction of other properties that may be similar to the Development and C&W may from time to time act as agent for more than one seller. Moreover, C&W and its affiliates may from time to time perform various brokerage, and financial advisory services for other clients and customers who may have interests that conflict with those of the Vendor. Such activities by C&W will not constitute, and the Vendor agrees not to allege in any such circumstance, any conflict of interest or breach of duty on the part of C&W;
 - (d) It is acknowledged that the Vendor is under the control of the interest in the Development and the signatory has the authority to bind the Vendor for the sale of the Development.
6. **Listing Price.** In accordance with the Vendor's instructions, 100% of the interest in the Development will be offered for Transaction unpriced. It is understood that all or part of the interest in the Development can be made for offer to one or more parties.
7. **Marketing the Development.** We will keep you fully informed as to our progress in marketing the Development. We acknowledge that you are not obliged to accept any offer to purchase the Development.
8. **Marketing Materials.** As part of the marketing plan, we will prepare an Investment Summary (the "CIM") that describes the salient attributes of the Development. We will provide you with a

draft of the CIM relating to the Development for your approval before it is provided to any interested parties (the CIM and any other marketing materials we prepare being collectively referred to as the "Marketing Materials"). You agree that when we submit a draft of the CIM (or any other Marketing Materials) to you for your approval, you will promptly review the draft to confirm the accuracy of the information it contains and provide us with written confirmation that it is accurate or specifying any inaccuracies (including any omissions). We will be entitled to rely upon such notice without independent verification. You will also advise us of any subsequent new facts or changes which are material to the information contained in the CIM (or any other Marketing Materials) as soon as possible after you become aware of them.

9. **Acknowledgements.** All Marketing Materials will contain the following disclaimer:

C&W makes no representations or warranties, express or implied, as to the accuracy or completeness of the information or statements contained herein or otherwise and such information or statements should not be relied upon by prospective purchasers without independent investigation and verification.

10. **Property Information.** You will provide us with all reports, plans, surveys, financial information, mortgages and other documents and materials relating to the Development that are in your possession or control or the possession or control of any of your affiliates (as defined in the *Business Corporations Act (Ontario)*) which we need to prepare the CIM and to provide our other services under this agreement or which may reasonably be required by interested parties including, but not limited to, rent rolls, leases, service agreements, financing agreements, joint venture agreements, planning and zoning materials and reports on the condition of the Development. Without limiting the generality of the foregoing, the foregoing documents and materials will include all reports and other documents concerning the soil condition, environmental condition or the physical condition and area of the Development, all surveys and other documents prepared by land surveyors, all traffic studies, all reciprocal and cost sharing agreements with adjoining land owners, all development agreements, and any other relevant information, reports and documents relating to the Development.

11. **Assistance from You and Your Advisors.** You will give us your full cooperation and assistance and make your legal counsel and, if necessary, your accountants, available to us to assist us in the review of information and the preparation of the CIM and other Marketing Materials. You will arrange for your legal counsel to prepare any documentation relating to any Transaction and to hold any deposit provided by a prospective purchaser in its trust account, if required.

12. **Access to the Development.** You agree to allow interested parties to have access to the Development on reasonable notice and during normal business hours in the presence of one of our representatives, and at your option, one of your representatives.

13. **Third Party Brokers.** We agree to co-operate with a third-party broker, according to the terms set out in Schedule A of this agreement, if (but only if) the third-party broker provides evidence satisfactory to us, acting reasonably, that it is retained to act on behalf of, the purchaser.

14. **Term of Engagement.** The term of this agreement will commence on the date specified on the first page of this agreement and end on June 30, 2018 or such later date as may be mutually agreed upon by each of us in writing ("Term").

15. **Fees and Expenses.** If, during the Term or within 120 days thereafter, a Transaction is completed, you will pay to us a fee (the "Transaction Fee") at the time of closing of such Transaction. The Transaction Fee will be paid according to Schedule A of this document.

The "Gross Transaction Price" means all monies or other consideration paid or otherwise given to you or your affiliates (which consideration will include, without limitation, securities of a corporation, REIT or other business entity) pursuant to the Transaction and will include the principal amount of all indebtedness assumed by the purchaser, including the principal amount of any mortgage or other financing provided by you or your affiliates. It is understood that the Transaction Fee is only payable if and when a transaction actually closes.

C&W will be responsible for all marketing expenses associated with producing the Marketing Materials. The Vendor will be responsible for expenses associated with its own tax, legal and accounting advice, as well as the costs associated with any third party reports that may be required, including but not limited to, any environmental and building condition reports. The Vendor will also be responsible for the payment of all applicable federal or provincial goods and services taxes and any other similar taxes relating to our services hereunder or the payment of the Transactions Fee and any expenses.

16. **Survival.** The provisions of section 15 (Fees and Expenses), section 16 (Survival), section 17 (Announcements), section 18 (Other Matters) and the confidentiality obligations in section 4 will survive the expiry and termination of this agreement.
17. **Announcements.** You agree that we may disclose to third parties, that we have acted as your exclusive representative and advisor in connection with the Transaction. If we so request, you will include a reference to C&W as being your exclusive representative and advisor in any press release or public announcement made with respect to the Transaction.
18. **Other Matters.** This agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors. This agreement will be governed by and construed in accordance with the laws of the Provinces of Ontario and the federal laws of Canada applicable therein and the parties irrevocably attorn to the non-exclusive jurisdiction of the courts of the Provinces of Ontario. All financial references in this agreement are to Canadian dollars unless otherwise expressly indicated. This agreement is the entire agreement between us relating to our engagement as your representative and advisor with respect to the Transaction. No waiver, amendment or other modification of this agreement will be effective unless in writing and signed by each party hereto. This agreement may not be assigned by either party hereto without the other party's prior written consent, provided that C&W may assign its rights in connection with a Transaction or other disposition of all or substantially all of its assets or similar transaction. Time is of the essence of this agreement and of every part of this agreement and no extension or variation of this agreement will operate as a waiver of this provision. This agreement may be executed in one or more counterparts (including counterparts by facsimile or pdf), which together will constitute an original copy.

If the foregoing is in accordance with your understanding, please indicate your agreement by dating, signing and returning the enclosed duplicate copy of this agreement.

Yours sincerely,

CUSHMAN & WAKEFIELD ULC, BROKERAGE

by _____

Name: _____
Title: _____

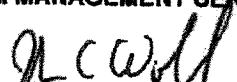


Stefan H. Teague SIOR, LEED GA
Executive Managing Director
Market Leader, Greater Toronto Area
Broker of Record

Accepted and agreed to as of the 24 day of April, 2018.

DEEM MANAGEMENT SERVICES LIMITED

by



Name: John Wolf

Title: Authorized Signing Officer

Accepted and agreed to as of the 24th day of April, 2018.

SCHEDULE “A” REDACTED

TAB M

This is Exhibit "M" referred to in the Affidavit of Donald Dal
Bianco sworn before me this 27th day of May, 2018.

Gl Will

*A Commissioner for Taking Oaths, Affidavits (or as may be) in
Ontario*

ROSE, PERSIKO, RAKOWSKY, MELVIN LLP
Barristers and Solicitors

Suite 600, 390 Bay Street
Toronto, Ontario
M5H 2Y2

Telephone: 416-868-1900
Facsimile: 416-868-1708

Direct Line: 416-868-1908
Email: rbmelvin@rplaw.com

March 22, 2018

BY FAX & REGISTERED MAIL

**Deem Management Services Limited,
Deem Management Limited,
The Uptown Inc. and
Robert Dal Bianco
209 Lexington Rd, Unit F2
WATERLOO, Ontario
N2K 2E1**

Fax: 1-519-772-1034

**Maxion Management Services Inc. and
Paul Michelin
92 Saunders Rd. Unit 1
BARRIE, Ontario
L4N 9A8**

Fax: 1-705-728-4612

**2453678 Ontario Inc.
610 Applewood Cres., Suite 502
VAUGHAN, Ontario
L4K 0E3**

Fax: 416-238-7818

Dear Sirs:

RE: INSTITUTIONAL MORTGAGE CAPITAL CANADA INC. loan to DEEM MANAGEMENT SERVICES LIMITED upon the security of all property and assets comprising (i) Part Block A, Plan 1313, being Parts 1, 4 & 5 on Plan 58R-6774 and Part 3 on Plan 58R-2194, PIN 22291-0628 LT, 215 & 229 Lexington Road, Waterloo, Ontario (collectively, the "Primary Property"), and (ii) Part Lot 7, German Company Tract, as in 822322, PIN 22291-0011 LT, 209 Lexington Road, Waterloo, Ontario (collectively, the "Collateral Property", and together with the Primary Property herein collectively called the "Property")

We are the solicitors for Institutional Mortgage Capital Canada Inc. (the "Lender") and have been retained by it in connection with the above-noted loan (the "Loan"). In this letter, (i) "Borrower" means Deem Management Services Limited, (ii) "Guarantor" means, individually and collectively, Deem Management Limited, Maxion Management Services Inc., The Uptown Inc., 2453678 Ontario Inc., Robert Dal Bianco and Paul Michelin, and "Indemnitor" means Deem Management Services Limited, Deem Management Limited, Maxion Management Services Inc., The Uptown Inc., Robert Dal Bianco and Paul Michelin. All capitalized words and phrases not expressly defined in this letter shall have the same meanings as ascribed thereto in the Charge/Mortgage in favour of the Lender registered on title to the Property as Instrument No. WR1030622.

Rose, Persiko, Rakowsky, Melvin LLP

March 22, 2018

Page 2

The Lender has received notice that a construction lien has been registered on title to the Property as Instrument No. WR1100946 (the "Construction Lien") pursuant to which Kieswetter Excavating Inc. (the "Lien Claimant") claims a lien upon the Property as security for monies allegedly owed to it and unpaid in the amount of \$1,827,408.68. The registration of the Construction Lien is not permitted by the Loan Documents, has not been otherwise permitted by the Lender and constitutes an immediate Event of Default under the Loan Documents. By law, the Lien Claimant is allowed until on or about May 1, 2018 within which to commence formal legal action in respect of its claim and register a Certificate of Action on title to the Property.

On behalf of the Lender, we hereby demand that the Borrower take all necessary steps to have the Construction Lien discharged or vacated from title to the Property, either by payment of the amount owed to the Lien Claimant or by payment to the Accountant of the Ontario Superior Court of Justice of all funds required to obtain an Order vacating the Construction Lien from title to the Property, and to complete the same within fourteen (14) days after the date of this letter and provide satisfactory evidence thereof to us and the Lender.

In the event that the Borrower fails to complete the foregoing in the manner and within the time specified herein, we are instructed to proceed immediately with all remedies available to the Lender under its security and at law, without further notice to you except as may be required pursuant to such security or at law.

On behalf of the Lender, we hereby also demand, under and pursuant to all covenants and agreements in respect of the Loan made by each Guarantor and Indemnitor, but subject to any limitations of liability thereunder, that each such Guarantor and Indemnitor perform the Borrower's obligation as aforesaid in the manner and within the time specified herein, failing which, we are instructed to proceed immediately with all remedies available to the Lender under its security and at law, without further notice to you except as may be required pursuant to such security or at law.

We enclose and hereby serve Notice of Intention to Enforce Security pursuant to subsection 244(1) of the Bankruptcy and Insolvency Act (Canada).

Be advised that any future payments tendered on account of the Loan will only be accepted by the Lender without prejudice to the Lender's rights under the Loan and the Loan Documents and pursuant to this letter, and shall not constitute any form of Loan amendment, extension of the term of the Loan or forbearance in any respect. On behalf of the Lender, we hereby reserve all of its rights to pursue all remedies available to it under contract and at law, without further notice except as required by contract or at law.

This matter is of a most serious nature, and we urge you to govern yourselves accordingly.

Yours very truly,

ROSE, PERSIKO, RAKOWSKY, MELVIN LLP

Per:

Ronald B. Melvin

RBM/hc
Encl.

- c. By Fax to the Borrower at the fax number indicated above
By Fax to each Guarantor and Indemnitor at the fax numbers indicated above
By Email to Solomon, Grosberg LLP, Attention: Glen Solomon at gsolomon@solgro.com
By Email to Robert Dal Bianco at rdalbianco@maxion.ca
By Email to Paul Michelin at pmichelin@maxion.ca

- c. Institutional Mortgage Capital Canada Inc.
Attention: Jean Monardo
(by email only)

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act (Canada))

TO: DEEM MANAGEMENT SERVICES LIMITED (the "Borrower")
DEEM MANAGEMENT LIMITED
THE UPTOWN INC.
MAXION MANAGEMENT SERVICES INC.
2453678 ONTARIO INC. (the "Collateral Charger")
ROBERT DAL BIANCO
PAUL MICHELIN

each an insolvent person

TAKE NOTICE THAT:

1. INSTITUTIONAL MORTGAGE CAPITAL CANADA INC., a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - (a) all property and assets comprising Part Block A, Plan 1313, being Parts 1, 4 & 5 on Plan 58R-6774 and Part 3 on Plan 58R-2194, PIN 22291-0628 LT, 215 & 229 Lexington Road, Waterloo, Ontario (collectively, the "Primary Property"), and
 - (b) all property and assets comprising Part Lot 7, German Company Tract, as in 822322, PIN 22291-0011 LT, 209 Lexington Road, Waterloo, Ontario (collectively, the "Collateral Property")
2. The security that is to be enforced is in the form of:
 - (a) the Charge/Mortgage of the Primary Property registered on May 9, 2017 as Instrument No. WR1030622;
 - (b) the General Security Agreement - Primary Property dated May 8, 2017 made by the Borrower in favour of the secured creditor;
 - (c) the Assignment of Material Documents - Primary Property dated May 8, 2017 made by the Borrower in favour of the secured creditor;
 - (d) the Notice and Direction to Tenants - Primary Property dated May 8, 2017 made by the Borrower in favour of the secured creditor;
 - (e) the Charge/Mortgage of the Collateral Property registered on May 9, 2017 as Instrument No. WR1030628;
 - (f) the Notice of Assignment of Rents - General in respect of the Collateral Property registered on May 9, 2017 as Instrument No. WR1030629;
 - (g) the General Security Agreement - Collateral Property dated May 8, 2017 made by the Collateral Charger in favour of the secured creditor;
 - (h) the Notice and Direction to Tenants - Collateral Property dated May 8, 2017 made by the Collateral Charger in favour of the secured creditor;
 - (i) the Indemnity Agreement dated May 8, 2017 made by each of Deem Management Services Limited, Deem Management Limited, Maxion Management Services Inc., The Uptown Inc., Robert Dal Bianco and Paul Michelin in favour of the secured creditor; and

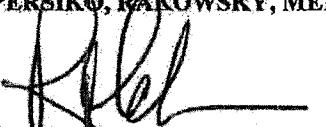
(j) the Full Recourse Guarantee dated May 8, 2017 made by each of Deem Management Limited, Maxion Management Services Inc., The Uptown Inc., 2453678 Ontario Inc., Robert Dal Bianco and Paul Michelin in favour of the secured creditor.

3. The total amount of indebtedness secured by the security is \$8,302,019.57.

4. The secured creditor will not have the right to enforce the security until after the expiry of the ten (10) day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED this 22nd day of March, 2018.

INSTITUTIONAL MORTGAGE CAPITAL CANADA INC.,
by its solicitors,
ROSE, PERSIKO, RAKOWSKY, MELVIN LLP

Per: 

Ronald Melvin

TAB 3

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*
and Section 101 of the *Courts of Justice Act*

CONSENT

MNP LTD. hereby consents to act as the court-appointed receiver of the Applicant in connection with its proceedings pursuant to s. 243 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. 43 and pursuant to the terms of an order substantially in the form filed.

DATED this ___ day of May, 2018

CROWE SOBERMAN INC.

Per: _____

Name: Hans Rizarri
Title: President

Court File No.

DONALD DAL BIANCO

and

**DEEM MANAGEMENT SERVICES LIMITED and THE
UPTOWN INC.**

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced TORONTO

CONSENT

GOLDMAN SLOAN NASH & HABER LLP
480 University Avenue, Suite 1600
Toronto ON M5G 1V2
Fax: 416-597-3370

R. Brendan Bissell (LSUC No. 40354V)
Tel: 416-597-6489
Email: bissell@gsnh.com

Lawyers for Crowe Soberman Inc.

Tab 4

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) WEDNESDAY, THE 30th
JUSTICE)
) DAY OF MAY, 2018

DONALD DAL BIANCO

Applicant

- and -

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*
and Section 101 of the *Courts of Justice Act*

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Crowe Soberman LLP ("**Crowe Soberman**") as receiver (in such capacity, the "**Receiver**") without security, of the real property known as 215 and 229 Lexington Road, Waterloo, Ontario N2K 2E1, the legal description of which is further set out in the title search attached hereto and marked as **Schedule "A"** to the Receiver's Certificate (hereinafter referred to as the "**Real Property**") and all other property, assets and undertakings of Deem Management Services Limited (the "**Deem Management**") related thereto, and the property, assets and undertakings The Uptown Inc. (collectively, the "**Property**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of •, sworn •, and the exhibits thereto, and, on hearing the submissions of counsel for the Applicant and all other counsel listed on the counsel slip, no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of •, filed;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application 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, Crowe Soberman is hereby appointed Receiver, without security, of the Property, including all proceeds thereof.

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to, in consultation with the Applicant, 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, in consultation with the Applicant, 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 (subject to paragraph 4 below);
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, property managers, real estate agents, brokers, listing agent, counsel and such other persons (each a "**Consultant**") 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;
- (d) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets as the Receiver deems reasonably necessary in order to carry out the powers conferred on the Receiver in this Order;
- (e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor with respect to the Property, and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor, including, as may be necessary, to collect funds currently or hereafter in the hands of the Debtor or any Person (as defined below) related thereto (subject to paragraph 4 below);
- (f) 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;
- (g) 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 in consultation with the Applicant;
- (h) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business in consultation with the Applicant and with the approval of this Court, 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;

- (i) 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;
- (j) to report to, meet with, consult and discuss with the Applicant, 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;
- (k) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (l) 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;
- (m) 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; and
- (n) 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.

4. **THIS COURT ORDERS** that nothing in this Order shall prevent Deem Management from continuing to operate its business and to collect the rent with respect to the Real Property during the course of the receivership.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **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.

6. **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.

7. **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

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

10. **THIS COURT ORDERS** that no party other than the Receiver or its Consultants shall advertise, market for sale or sell all or any part of the Property, without the written consent of the Receiver and Applicant, or further order of this Court.

11. **THIS COURT ORDERS** that nothing in paragraph 10 above shall prevent Cushman & Wakefield from continuing to market the Property for sale provided that Cushman & Wakefield: (a) does not enter into a binding agreement of purchase and sale with respect to the Property without further Order of this Court; (b) informs all prospective purchasers of this Court Order and the receivership; and (c) directs any Person, including prospective purchasers, with questions relating to the Property or the receivership to the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

12. **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

13. **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

14. **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 or in respect of the Property 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

15. **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

16. **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.

PIPEDA

17. **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

18. **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

19. **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

20. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, limited to the amount of \$250,000 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.

21. **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

22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable provided that the outstanding principal amount does not exceed \$500,000 (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.

24. **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.

25. **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.

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

SERVICE AND NOTICE

27. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

28. **THIS COURT ORDERS** that the Applicant, the Receiver, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time in accordance with the Protocol, and the Receiver may post a copy of any or all such materials on its website at •.

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

GENERAL

34. **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.

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

36. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give

effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

37. **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.

38. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

THIS IS TO CERTIFY that Crowe Soberman LLP, the receiver (the "**Receiver**") of certain real property registered on title as being owned by Deem Management Services Limited (the "**Debtor**") and that is listed on Schedule "A" hereto (collectively, the "**Real Property**") and of all the assets, undertakings and properties of the Debtor acquired for or used in relation to the Real Property (together with the Real Property, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 30th day of May, 2018 (the "**Order**") made in an action having Court file number ●, 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 \$750,000 which the Receiver is authorized to borrow under and pursuant to the Order.

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.

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

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.

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.

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 _____, 2018.

CROWE SOBERMAN LLP, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name: _____

Title: _____

**SCHEDULE "A" TO THE RECEIVER'S CERTIFICATE
LEGAL DESCRIPTION OF THE REAL PROPERTY**

PIN: 22291-0628 (LT)

Property Description: PT. BLOCK A PLAN 1313, BEING PTS. 1,4,5 ON 58R-6774 & PT.3 ON 58R-2194. S/T EASEMENT IN GROSS OVER PT. 1 ON 58R-17857, AS IN WR853469; CITY OF WATERLOO

Address: 215 and 229 Lexington Road, Waterloo, Ontario, N2K 2E1

DONALD DAL BIANCO

and

Court File No.
**DEEM MANAGEMENT SERVICES LIMITED and THE
UPTOWN INC.**

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER
(Appointing Receiver)**

BLANEY MCMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto ON M5C 3G5

David T. Ullmann (LSUC #423571)

Tel: (416) 596-4289
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John Wolf (LSUC [insert])

Tel: (416) 596-4289
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Alexandra Teodorescu (LSUC #63889D)

Tel: (416) 596-4279
Fax: (416) 594-2437

Lawyers for the Applicant. Donald Dal Bianco



November 23, 2014
s.243(1) BIA (National Receiver) and s. 101 CRA (Ontario) Receiver
Court File No. _____

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

PLANTATION

Plaintiff

DONALD DAL BIANCO

Applicant

- and -
DEEENDAM

Defendant

DEEM MANAGEMENT SERVICES LIMITED and THE UPTOWN INC.

Respondents

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*
and Section 101 of the *Courts of Justice Act*

ORDER
(appointing Appointing Receiver)

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

¹⁴ The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

⁴Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor."

"CJA") appointing ~~RECEIVER'S NAME~~ Crowe Soberman LLP ("Crowe Soberman") as receiver ~~and manager~~ (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of ~~DEBTOR'S NAME~~ (the "Debtor") required for, or used in relation to a business carried on by the Debtor, the real property known as 215 and 229 Lexington Road, Waterloo, Ontario N2K 2E1, the legal description of which is further set out in the title search attached hereto and marked as **Schedule "A"** to the Receiver's Certificate (hereinafter referred to as the "**Real Property**") and all other property, assets and undertakings of Deem Management Services Limited (the "**Deem Management**") related thereto, and the property, assets and undertakings The Uptown Inc. (collectively, the "**Property**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~NAME~~ sworn ~~DATE~~, and the exhibits thereto, and, on hearing the submissions of counsel for ~~NAME~~ the Applicant and all other counsel listed on the counsel slip, no one appearing for ~~NAME~~ any other person on the service list, although duly served as appears from the affidavit of service of ~~NAME~~ sworn ~~DATE~~ and on reading the consent of ~~RECEIVER'S NAME~~ to act as the Receiver, filed;

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion Application and the Motion Application is hereby abridged and validated³ so that this Motion 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, ~~RECEIVER'S NAME~~ Crowe Soberman is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor required for, or used in relation to a business carried on by the Debtor, the Property, including all proceeds thereof (the "Property").

³ If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to, in consultation with the Applicant, 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, in consultation with the Applicant, 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 (subject to paragraph 4 below);
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) ~~to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations, in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;~~
- (d) ~~to engage consultants, appraisers, agents, experts, auditors, accountants, managers, property managers, real estate agents, brokers, listing agent, counsel and such other persons (each a "Consultant") 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 as the Receiver deems reasonably necessary in order to carry out the powers conferred on the Receiver in this Order;~~

- (e) ~~(i)~~ to receive and collect all monies and accounts now owed or hereafter owing to the Debtor with respect to the Property, and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor ~~(e) to settle, extend or compromise any indebtedness owing to the Debtor, including, as may be necessary, to collect funds currently or hereafter in the hands of the Debtor or any Person (as defined below) related thereto (subject to paragraph 4 below);~~
- (f) ~~(i)~~ 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;
 - ~~(ii) 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;~~
- (g) ~~(i)~~ 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 in consultation with the Applicant;
- (h) ~~(i)~~ to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business;
 - ~~(ii) without the approval of this Court in respect of any transaction not exceeding \$....., provided that the aggregate consideration for all such transactions does not exceed \$.....; and (iii) in~~

⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.

consultation with the Applicant and 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 *Bankruptcy Act* shall not apply.;

- (i) ~~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;~~
- (j) ~~to report to, meet with, consult and discuss with such affected Persons (as defined below) the Applicant, 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;~~
- (k) ~~to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;~~
- (l) ~~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;~~
- (m) ~~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; to exercise any~~

⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.

shareholder, partnership, joint venture or other rights which the Debtor may have; and

(n) ~~(i)~~ 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.

4. **THIS COURT ORDERS** that nothing in this Order shall prevent Deem Management from continuing to operate its business and to collect the rent with respect to the Real Property during the course of the receivership.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **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.

6. **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.

7. ~~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

8. ~~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

9. ~~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.

10. **THIS COURT ORDERS** that no party other than the Receiver or its Consultants shall advertise, market for sale or sell all or any part of the Property, without the written consent of the Receiver and Applicant, or further order of this Court.

11. **THIS COURT ORDERS** that nothing in paragraph 10 above shall prevent Cushman & Wakefield from continuing to market the Property for sale provided that Cushman & Wakefield: (a) does not enter into a binding agreement of purchase and sale with respect to the Property without further Order of this Court; (b) informs all prospective purchasers of this Court Order and the receivership; and (c) directs any Person, including prospective purchasers, with questions relating to the Property or the receivership to the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

12. ~~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

13. ~~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

14. ~~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 or in respect of the Property 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

15. ~~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

16. ~~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 Protection Program Act.~~

PIPEDA

17. ~~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

18. ~~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

19. ~~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

20. ~~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 unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, limited to the amount of \$250,000 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.¹⁶

21. ~~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.

22. ~~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 standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

23. ~~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 \$ 500,000 (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

¹⁶ Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".

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.

24. ~~24.~~ **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.

25. ~~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.

26. ~~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.

SERVICE AND NOTICE

27. ~~24.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website [at](http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

28. **THIS COURT ORDERS** that the Applicant, the Receiver, and ~~any party who has filed a~~ ~~Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or~~ ~~other electronic copy of such materials to e-mail addresses as recorded in the Schedules~~

list from time to time in accordance with the Protocol and the Registry, published by or all such materials on its website in .

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

GENERAL

26-34. **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.

~~27.~~ 35. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

28. 36. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. ~~29.~~ **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.

~~30.~~ 37. **THIS COURT ORDERS** that the Plaintiff/Applicant shall have its costs of this motion application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff/Applicant's security or, if not so provided by the Plaintiff/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.

~~31.~~ 38. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~RECEIVER'S NAME~~ Crowe Soberman LLP, the receiver (the "Receiver") of certain real property registered on title as being owned by Deem Management Services Limited (the "Debtors") and that is listed on Schedule "A" hereto (collectively, the "Real Property") and of all the assets, undertakings and properties ~~DEBTOR'S NAME~~ of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") the Real Property (together with the Real Property, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 30th day of May, 20 2018 (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 \$ _____ 750,000 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 _____, 2018.

~~RECEIVER'S NAME~~ CROWE SOBERMAN
LLP, solely in its capacity as Receiver of the
Property, and not in its personal capacity

Per:

Name:

Title:

**SCHEDULE "A" TO THE RECEIVER'S CERTIFICATE
LEGAL DESCRIPTION OF THE REAL PROPERTY**

PIN: 22291-0628 (LT)

Property Description: PT. BLOCK A PLAN 1313, BEING PTS. 1,4,5 ON 58R-6774 & PT.3 ON 58R-2194. S/T EASEMENT IN GROSS OVER PT. 1 ON 58R-17857, AS IN WR853469; CITY OF WATERLOO

Address: 215 and 229 Lexington Road, Waterloo, Ontario, N2K 2E1

WLD DAL BIANCO

and

DEEM MANAGEMENT SERVICES LIMITED and THE
UPTOWN INC.

Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER
(Appointing Receiver)

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Description	Original Receivership Order Form (Model Rev_Nov 23_11)	
Document 2 ID	file:///I:/Users/DUllmann\File\Word\Active\Deem\Application\Order\2018-05-28 - Model Order Comparison v2\2018-05-28 - Receivership Order v3.docx	
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DONALD DAL BIANCO

and

Court File No.
**DEEM MANAGEMENT SERVICES LIMITED and THE
UPTOWN INC.**

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**APPLICATION RECORD - VOLUME 2
(Re Receivership Hearing Returnable May 30, 2018)**

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