

McLaren sworn February 20, 2020 and on reading the consent of KSV to act as the Receiver,

AMENDING TITLE OF PROCEEDINGS

1. THIS COURT ORDERS that Grace Diena is hereby added as a respondent to this Application and that the title of proceedings is hereby amended as follows:

ECN FINANCIAL INC.

Applicant

- and -

2345760 ONTARIO INC., RANDO DRUGS LTD, 2275518 ONTARIO INC., FAMILY HEALTH PHARMACY WEST INC. (formerly known as M. BLACHER DRUGS LTD.), 2501380 ONTARIO INC., 2527218 ONTARIO INC., DUMOPHARM INC., 2527475 ONTARIO INC. and GRACE DIENA

Respondents

2. THIS COURT ORDERS that the definition of "Debtors" in the Applicant's Notice of Application issued December 3, 2019 is amended to include Grace Diena and the Notice of Application is amended with this effect from the date of this Order in accordance with the Amended Notice of Application attached as "**Schedule A**" to this Order.

APPOINTMENT

3. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, and only with the powers granted below, of all of the assets, undertakings and properties of Diena, including all proceeds thereof (the "**Property**") for the purposes of investigation and inspection.

RECEIVER NOT IN POSSESSION OF THE ASSETS

4. THIS COURT ORDERS that the Receiver shall not take possession of the Property without further Order of the Court.

RESTRAINT ON PROPERTY

5. THIS COURT ORDERS that Diena is restrained from transferring, selling, mortgaging, encumbering or otherwise diverting or disposing of any Property without the written consent of the Receiver or pursuant to a court order.

6. THIS COURT ORDERS that Diena may utilize her Property for reasonable, ordinary course living expenses and shall be entitled to pay for such expenses provided however Diena shall not make any capital or other out of the ordinary course expenditures in excess of \$5,000 (in any single transaction) or \$25,000 in the aggregate without the prior written consent of the Receiver.

DISPENSING WITH NOTICES UNDER THE BIA

7. THIS COURT ORDERS that the Receiver be and is hereby relieved from compliance with the provisions of s. 245 and 246, provided that the Receiver shall provide notice of its appointment by way of a copy of this Order to Diena and to the Superintendent of Bankruptcy, accompanied by the prescribed fee.

PROVISION OF INFORMATION

8. THIS COURT ORDERS that Diena shall:

- (a) provide a sworn statement listing all of her assets, liabilities, income and expenses ("**Sworn Statement**") by no later than March 11, 2020. The Sworn Statement shall be prepared as at March 11, 2020 or such earlier date as the Sworn Statement is delivered;
- (b) grant access to the Receiver to all of her financial information and documentation in respect to her Property, including both hard and electronic copies and shall cooperate with the Receiver to consent to the release by any third parties in possession of this information. This access

must be granted by no later than March 11, 2020. This includes, but is not limited to:

- (i) income;
 - (ii) expenses;
 - (iii) tax returns;
 - (iv) bank accounts;
 - (v) investment accounts;
 - (vi) credit card statements; and
 - (vii) copies of all corporate books and records for any entity in which she is an officer, director, trustee or beneficiary of a trust;
- (c) attend for an examination under oath by the Receiver by no later than March 31, 2020, if requested by the Receiver;
- (d) From and after April 1, 2020 monthly income and expense statements on the 1st day of every month, including bank and credit card statements as may be requested by the Receiver.

9. THIS COURT ORDERS that in addition to the powers set out herein, the Receiver shall be entitled to communicate with, request information from and meet with any financial institutions where Diena has accounts or investments.

10. THIS COURT ORDERS that the parties may attend as necessary at a 9:30 am appointment to vary this timetable or for further directions.

11. THIS COURT ORDERS that this order is without prejudice to the Receiver returning to Court based on what it learns or other developments, to vary or expand the scope of its appointment and seek further directions on any matter related to Diena or the Property.

12. THIS COURT ORDERS that paragraphs 19-22 of the Receivership Order shall apply to Diena and all of Diena's Property and are incorporated by reference herein.

13. THIS COURT ORDERS that the Receiver shall be permitted to register this order against title to any real property assets of Diena.

NO PROCEEDINGS AGAINST THE RECEIVER

14. 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 DIENA OR THE PROPERTY

15. THIS COURT ORDERS that no Proceeding against or in respect of Diena 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 Diena or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. THIS COURT ORDERS that all rights and remedies against Diena, 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 Diena to carry on any business which Diena is not lawfully entitled to carry on, (ii) exempt the Receiver or Diena 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

17. 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 Diena, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

18. THIS COURT ORDERS that all Persons having oral or written agreements with Diena 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, claims processing services, payment processing services, payroll services, insurance, transportation services, utility or other services to Diena 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 Diena' 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 Diena 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.

EMPLOYEES

19. THIS COURT ORDERS that all employees of Diena shall remain the employees of Diena. 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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

20. 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

21. 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. 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.

22. THIS COURT ORDERS that paragraphs 14-21 above shall in no way limit the protections and powers afforded to the Receiver in the Receivership Order granted in these proceedings on December 4, 2019.

SERVICE AND NOTICE

23. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>)

shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that the Receiver shall post documents in respect to these proceedings on the Case Website, bearing the URL 'www.ksvadvisory.com/insolvency-cases/rando', previously established in accordance with the Protocol pursuant to the Order of Mr. Justice Hainey dated December 4, 2020.

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

GENERAL

25. 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.

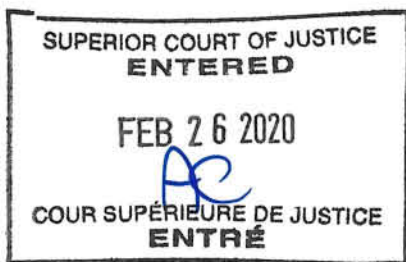
26. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of Diena.

27. 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.

28. 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.

29. THIS COURT ORDERS that the Receiver, its counsel and counsel for the Plaintiff are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).



SCHEDULE "A"

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF s. 243 (1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, and s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

BETWEEN:

ECN FINANCIAL INC.

Applicant

- and -

**2345760 ONTARIO INC., RANDO DRUGS LTD, 2275518 ONTARIO INC., FAMILY
HEALTH PHARMACY WEST INC. (formerly known as M. BLACHER DRUGS LTD.),
2501380 ONTARIO INC., 2527218 ONTARIO INC., DUMOPHARM INC., 2527475
ONTARIO INC. AND GRACE DIENA**

Respondents

APPLICATION UNDER s. 243 (1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, and
Rules 14.05 (2) and (3) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, all as
amended.

AMENDED NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The
claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing on Wednesday, December, 4,
2019 at 9:30 a.m. or as soon thereafter as this application can be heard, at 330
University Avenue, Toronto, Ontario.

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

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

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

Date December , 2019

Issued by _____
Local registrar

Address of 330 University Avenue
court office 7th Floor
Toronto, ON M5J 1R7

TO: **2345760 Ontario Inc.**
Rando Drugs Ltd.
2275518 Ontario Inc.
2501380 Ontario Inc.
2527218 Ontario Inc.
Dumopharm Inc.
2527475 Ontario Inc.
Grace Diena
200-4256 Bathurst Street
Toronto, ON M3H 5Y8

AND TO: **Family Health Pharmacy West Inc. (formerly known as M. Blacher
Drugs Ltd.)**
1604 Tecumseh Rd. W
Windsor, ON N9B 1T8

APPLICATION

1. The applicant, ECN Financial Inc. ("ECN"), makes application for:
 - (a) An Order dispensing with service, if necessary;
 - (b) Alternatively, an order abridging time for service of this notice of application, if necessary, and validating service of notice hereof;
 - (c) An order, in substantially the form attached hereto as Schedule "A", 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 KSV Kofman Inc. ("**KSV**") as receiver (in such capacities, the "**Receiver**"), without security, of all of the assets, undertaking and property of 2345760 Ontario Inc. ("**2345**" or the "**Borrower**"), Rando Drugs Ltd. ("**Rando**"), 2275518 Ontario Inc., Family Health Pharmacy West Inc. (formerly known as M. Blacher Drugs Ltd.), 2501380 Ontario Inc., 2527218 Ontario Inc., Dumopharm Inc., 2527475 Ontario Inc. and Grace Diena (collectively, the "**Debtors**");
 - (d) judgment in favour of ECN as against the Debtors in the amount of \$4,125,562.80, plus interest from November 30, 2019, at the rate of 18.00% per annum or, in the alternative, in accordance with sections 128 and 129 of the Courts of Justice Act, R.S.O. 1990, c. C.43, as amended (the "CJA");
 - (e) the costs of this proceeding, plus all applicable taxes; and
 - (f) Such further and other relief as may be required in the circumstances and which this Honourable Court deems just.
2. The grounds for the application are:

Background

- (a) The Debtors, through Rando, operate four pharmacies located in Windsor and Walpole Island (collectively, the "**Pharmacies**");
- (b) Dani Diena is the president of each of the Debtors;

The Secured Debt Facility

- (c) Pursuant to five promissory notes executed by 2345 between February 25, 2013 and March 31, 2017 (collectively, the "**Promissory Notes**"), ECN advanced the principal amount of \$3,989,250.00;
- (d) The obligations of the Borrower were guaranteed by Rando, Grace Diena, 2275518 Ontario Inc., Family Health Pharmacy West Inc. (formerly known as M. Blacher Drugs Ltd.), 2501380 Ontario Inc., 2527218 Ontario Inc., Dumopharm Inc. and 2527475 Ontario Inc. (collectively, the "**Guarantors**") pursuant to various guarantees executed by the Guarantors between February 2013 and March 2017 (collectively, the "**Guarantees**");
- (e) ECN holds security over the assets, property and undertaking of the Debtors pursuant to General Security Agreements executed by the Borrower and the Guarantors between February 28, 2013 and May 29, 2017 (collectively, the "**ECN Security**");
- (f) ECN is the first registered secured creditor under the *Personal Property Security Act*, as against the Debtors (except as against 2275518 Ontario Inc.), subject only to possible purchase money security interests of any inventory suppliers and equipment lenders;

The Defaults Under the ECN Security

- (g) Beginning in March 2018, the Borrower defaulted under the Promissory Notes and the ECN Security including, without limitation, failure to make

payments under certain of the outstanding Promissory Notes which matured on March 15, 2018;

- (h) ECN demanded payment from the Debtors and delivered Notices of Intention to Enforce Security in accordance with section 244 of the *BIA* on or about October 18, 2018 and May 17, 2019;

The Forbearance Agreement

- (i) In November 2018, the Debtors advised ECN that an agreement of purchase and sale relating to the Pharmacies had been executed. The closing date for the purchase agreement was extended on several occasions until April 30, 2019;
- (j) The purchase agreement did not ultimately close. However, the Debtors indicated to ECN that they wished to continue to pursue other opportunities to sell the Pharmacies and/or related assets and, alternatively, pursue various refinancing alternatives;
- (k) ECN indicated that, in light of the above-noted defaults, it would only agree to this provided that the Debtors entered into a forbearance agreement. Accordingly, ECN and the Debtors entered into a forbearance agreement on July 17, 2019 ("**Forbearance Agreement**");
- (l) Under the terms of the Forbearance Agreement, the Debtors were, among other things, required to:
 - (i) continue to pay all required payments under the Promissory Notes;
 - (ii) appoint a refinancing and sales advisor ("**Advisor**") for the purposes of developing, administering and conducting a

- refinancing or sale process (the "**RSP**") in respect to the Pharmacies and related assets;
- (iii) acknowledge that the appointment of the Advisor did not preclude such Advisor from acting as a court-appointed receiver in a formal court proceeding;
 - (iv) execute an irrevocable direction directing that any funds or proceeds generated through a RSP transaction would be paid to ECN;
 - (v) execute a consent to an order appointing a court-appointed receiver over the assets and property of the Debtors (the "**Consent Receivership Order**"), which was to be held in escrow until the termination of the Forbearance Agreement or the occurrence of an intervening event; and
 - (vi) pay ECN's accrued legal fees within 30 days from the effective date for the Forbearance Agreement.
- (m) pursuant to the Forbearance Agreement, the forbearance was to terminate on the earlier of:
- (i) on November 30, 2019 ("**Forbearance Period**"), unless the Debtors presented evidence of an executed commitment letter or an executed agreement of purchase and sale in respect to the Pharmacies closing on or before December 31, 2019, in which case ECN could exercise its sole discretion to extend the Forbearance Period to December 31, 2019; or
 - (ii) upon the occurrence of an intervening event ("**Intervening Event**"), including the Debtors' failure to make a required payment, a breach of a covenant under the Forbearance Agreement or ECN determining in its absolute discretion that

continuing with the forbearance will negatively impact the ECN Security;

- (n) Upon the termination or expiration of the Forbearance Period, the Forbearance Agreement provides that ECN can take steps to issue the Consent Receivership Order;
- (o) Pursuant to the terms of the Forbearance Agreement, the Debtors appointed KSV Advisory Inc. ("**KSV**") (originally a different firm had been chosen to act as Advisor but all parties agreed to the appointment of KSV) to act as their advisor (the "**Advisor**") to conduct the RSP for the Pharmacies in July 2019;

The RSP

- (p) On or about November 3, 2019, the Debtors entered into a purchase agreement for the purchase of the Pharmacies (the "**Sale Agreement**"), which revised a prior unsuccessful transaction with this party for the Pharmacies;
- (q) The Sale Agreement was conditional until December 3, 2019 in respect to financing, the approval of the purchaser's lawyer, the purchaser's due diligence and upon being satisfied with the Pharmacy Leases;
- (r) As of December 2, 2019, these conditions have not been waived;

The Purported Lease Termination

- (s) On November 28, 2019, ECN and KSV learned for the first time that the Landlord for one of the Pharmacies had purported to terminate the lease for one of the Windsor locations (the "**Windsor Lease**"), effective December 31, 2019 (the "**Purported Landlord Termination**"), on the basis that it was a "month to month" lease;

- (t) The Purported Landlord Termination is contrary to the fact the Debtors had provided ECN with a signed extension agreement extending the Windsor Lease to December. It is ECN's understanding that the rent is current and there are no defaults under the Windsor Lease;
- (u) By failing to advise ECN or KSV of the Purported Landlord Termination for over two months, the Debtors breached a covenant under the Forbearance Agreement to keep all leases current, which constitutes an Intervening Event under the Forbearance Agreement. The termination of one of the Pharmacy Leases is of serious concern to ECN as it will significantly impact ECN's ability to realize and fully recover upon the ECN Security;
- (v) When questioned about the impact the Purported Landlord Termination would have on the Sale Agreement, ECN was advised by the Debtors that the transaction had evolved into a "new deal" which contemplated the Debtors and the purchaser would open four new pharmacies in lieu of the existing purchase transaction. At no time prior to this had the Debtors ever informed ECN or KSV of this reformulation of the transaction nor have the Debtors ever provided ECN or KSV with a copy of an amended sale agreement;
- (w) The Debtors' failure to apprise ECN of the Purported Landlord Termination or of the changes to the terms of the Sale Agreement call into question the reliability of the information provided by the Debtors. This raises significant concerns for ECN;

Additional Defaults under the Forbearance Agreement

- (x) In addition to the above, the Debtors have also failed to: (i) provide confirmation that insurance in respect to each of the Pharmacies remains in full force and effect; (ii) make payments in the amount of \$10,000 that were to have been paid on October 17, 2019 and

November 17, 2019; and (iii) pay all of ECN's outstanding legal fees as required under the Forbearance Agreement. All of these defaults constitute Intervening Events under the Forbearance Agreement;

- (y) Despite ECN's demands, the Debtors have failed to rectify the above-noted defaults;
- (z) Pursuant to the terms of the Promissory Notes, the Guarantees and the ECN Security, the Debtors owe ECN the sum of \$4,125,562.80 as at November 30, 2019, plus interest at the rate of 18% per annum;
- (aa) In light of these defaults, and, in particular, ECN's serious concerns as noted above and the likely negative impact on ECN's realization under the ECN Security, ECN has determined that it has no choice but to seek the appointment of a court-appointed receiver in respect to the Debtors in order to realize upon its security;
- (bb) The Forbearance Agreement has expired and the Debtors previously signed a consent to the appointment of a receiver, as required under the Forbearance Agreement;
- (cc) ECN respectfully submits that the appointment of a receiver under the Consent Receivership Order is necessary for the protection of the Debtors' estates for the benefit of all creditors of the Debtors, including ECN, and is just and convenient under the circumstances;
- (dd) KSV Kofman Inc. has consented to its appointment as court-appointed receiver;
- (ee) Section 243 (1) of the *BIA*, section 101 of the *CJA*, and Rules 3.02 and 14.05 (2) and (3) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (ff) Such further and other grounds as counsel may advise and this Honourable Court may permit.

3. The following documentary evidence will be used at the hearing of the application:

- (a) The Affidavit of Adam Flomen, sworn, and the Exhibits thereto;
- (b) the Report of KSV-Kofman Inc. as proposed receiver of the Debtors;
and
- (c) Such further and other evidence as counsel may advise and this Honourable Court may permit.

February 20, 2020

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, ON Canada M5H 3S1

Craig A. Mills LSO#: 40947B
Tel: 416.595.8596

Lawyers for the Applicant

ECN FINANCIAL INC. and
Applicant

2345760 ONTARIO INC. et al.

Respondents

Court File No:

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

NOTICE OF APPLICATION

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Toronto, ON Canada M5H 3S1

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Lawyers for the Applicant

ECN FINANCIAL INC.
Applicant

2345760 ONTARIO INC. et al.
Respondents

and

Court File No.: CV-19-00632106-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at TORONTO

ORDER
(APPOINTING RECEIVER AND GUARANTOR DISCLOSURE)

MILLER THOMSON LLP
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P.O. BOX 1011
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